

2019-20 Proposed Budget Public Hearing – 7:00 P.M.

VILLAGE OF BARTLETT
BOARD AGENDA
APRIL 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–March 19, 2019
- *7. **BILL LIST:** April 2, 2019
8. **TREASURER'S REPORT:** None
9. **PRESIDENT'S REPORT:**
 - A. Eagle Scout Jason Roberts Proclamation
 - B. Young Latina Day Proclamation
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. Ordinance Approving an Amendment to the Planned Unit Development in Accordance with a Third Site Plan/PUD Plan Amendment, Granting Special Use Permits and Granting Variations for the Streets of Bartlett (Formerly the Bartlett Plaza Shopping Center)

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

1. None

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

1. Resolution Adopting the Village of Bartlett Budget for Fiscal Year 2019-2020

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CAMERER

- *1. Resolution Approving the Removal of Dangerous Trees in the Heritage Oaks Tree Preservation Easement at 321 S. Oak

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

1. None

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

- *1. Resolution Approving of the Village Hall Parking Lot Resurfacing Agreement Between the Village of Bartlett and Chicagoland Paving Contractors Inc.
- *2. Resolution Approving of the Agreement Between the Village of Bartlett and Schroeder Asphalt Services Inc. for the 2019 Various Streets Project
- *3. Resolution Approving of 2019 Water Main Replacement Agreement Between the Village of Bartlett and Gerardi Sewer & Water Co.
- *4. Resolution Approving of the Master Pole Attachment Agreement Between New Cingular Wireless PCS, LLC and the Village of Bartlett
- *5. Resolution Approving Amendment No. 1 of the Non-Exclusive License Agreement Between the Village of Bartlett and T-Mobile Central LLC, a Delaware Limited Liability Company
- *6. Resolution Ratifying of the Electricity Supply Agreements Between the Village of Bartlett and Constellation NewEnergy, Inc.

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

PUBLIC NOTICE

A Public Hearing to review the fiscal year May 1, 2019 through April 30, 2020 Budget for the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, will be held at 7:00 P.M. on Tuesday, April 2, 2019 in the Council Chambers of the Bartlett Municipal Complex, 228 S. Main Street, Bartlett, Illinois. A copy of the Proposed Budget is available for public inspection at the Clerk's Office. All interested parties are invited to attend and will be given an opportunity to be heard. If an accommodation for an individual with a disability is necessary, please contact Paula Schumacher, Village Administrator (630) 837-0800. Todd Dowden, Finance Director Published in Daily Herald March 13, 2019 (4520156)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Addison, Algonquin, Antioch, Arlington Heights, Aurora, Barrington, Barrington Hills, Bartlett, Batavia, Bensenville, Bloomingdale, Buffalo Grove, Burlington, Campton Hills, Carol Stream, Carpentersville, Cary, Deer Park, Des Plaines, East Dundee, Elburn, Elgin, Elk Grove Village, Elmhurst, Fox Lake, Fox River Grove, Geneva, Gilberts, Glen Ellyn, Glendale Heights, Glenview, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Hoffman Estates, Huntley, Inverness, Island Lake, Itasca, Keeneyville, Kildeer, Lake Barrington, Lake Villa, Lake in the Hills, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Lisle, Lombard, Long Grove, Medinah, Mt. Prospect, Mundelein, Naperville, North Aurora, North Barrington, Oakbrook, Oakbrook Terrace, Palatine, Prospect Heights, Rolling Meadows, Roselle, Schaumburg, Sleepy Hollow, South Barrington, South Elgin, St. Charles, Woodridge, Streamwood, Tower Lakes, Vernon Hills, Villa Park, Volo, Warrenville, Wauconda, Wayne, West Chicago, West Dundee, Wheaton, Wheeling, Wildwood, Winfield, Wood Dale, Round Lake Park, Pingree Grove, Sugar Grove County(ies) of Cook, DuPage, Kane, Lake, McHenry and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 3/13/19 in said **DAILY HERALD**.

IN WITNESS WHEREOF, the undersigned, the said **PADDOCK PUBLICATIONS, Inc.**, has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Paula Baltz
Authorized Agent

Control # 4520156



VILLAGE OF BARTLETT
BOARD MINUTES
March 19, 2019

1. CALL TO ORDER

President Wallace called the regular meeting of March 19, 2019 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:01 p.m. in the Council Chambers.

2. ROLL CALL

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

ABSENT: Trustee Gabrenya

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Senior Management Analyst Sam Hughes, Human Resources Director Janelle Terrance, Acting Community Development Director Roberta Grill, Finance Director Todd Dowden, Assistant Finance Director Matt Coulter, IT Coordinator Chris Hostetler, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Wastewater Supervisor John Pullia, Water Supervisor Tom Ruzicka, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Grounds Superintendent Kevin DeRoo, Food & Beverage Manager Paul Petersen, Police Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Chuck Snider, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

3. INVOCATION – Pastor Rob Ritacco, 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 2019-21, an Ordinance Approving of a Preliminary/Final Plat of Resubdivision of Lot 72 of the Moureau's Crest View Addition to Bartlett and Granting Variations to the Consent Agenda.



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Trustee Carbonaro stated that he would like to add item 1 under Police & Health, Resolution 2019-22-R, a Resolution Approving of the Intergovernmental Agreement Between the County of DuPage and the Village of Bartlett to the Consent Agenda.

Trustee Reinke stated that he would like to add item 1 under Public Works, Ordinance 2019-24, an Ordinance Amending the Bartlett Municipal Code Section 6-11-1303.1: Schedule V, No Parking Zones to the Consent Agenda.

Trustee Deyne moved to amend the Consent Agenda to add item 1 under Building & Zoning, Ordinance 2019-21, an Ordinance Approving of a Preliminary/Final Plat of Resubdivision of Lot 72 of the Moureau's Crest View Addition to Bartlett and Granting Variations; item 1 under Police & Health, Resolution 2019-22-R, a Resolution Approving of the Intergovernmental Agreement Between the County of DuPage and the Village of Bartlett; item 1 under Public Works, Ordinance 2019-24, an Ordinance Amending the Bartlett Municipal Code Section 6-11-1303.1: Schedule V, No Parking Zones and that motion was seconded by Trustee Hopkins.

ROLL CALL VOTE TO AMEND THE CONSENT AGENDA

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

NAYS: None

ABSENT: Trustee Gabrenya

MOTION CARRIED

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

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

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

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

NAYS: None

ABSENT: Trustee Gabrenya

MOTION CARRIED



VILLAGE OF BARTLETT
BOARD MINUTES
March 19, 2019

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT

Finance Director Todd Dowden stated that this was the January, 2019 Treasurer's Report. He then presented the Municipal Sales Tax Report through November, 2018, and stated it totaled \$221,276 and was down \$323 (0.15%) from the previous month last year. Motor Fuel Tax distribution through December, 2018 totaled \$89,502 and was down \$1,553 from the prior year.

9. PRESIDENT'S REPORT

President Wallace stated that they have a Community Rating System (CRS) award and asked Marilyn Succo from the IDNR to say a few words.

Ms. Succo stated that she was there to present this award from FEMA for the village lowering their rating to a Class 6. It reflects a 20% discount for flood insurance premiums for residents in the designated floodplain. It reflects the commitment of the village and the staff enforcing and providing good floodplain and stormwater management for the community. This is the ideal situation for any community.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None
11. TOWN HALL

Cheryl Lemvig, 950 Grant Street

Ms. Lemvig thanked the board, public works and everyone that helped to get no parking areas on inter-radius turns on Grant Street. Parking on both sides of the street became a real hazard for children. She presented her plea and the board and village following through. She again thanked the village for listening.

12. STANDING COMMITTEE REPORTS
 - A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Ordinance 2019-21, an Ordinance Approving of a Preliminary/Final Plat of Resubdivision of Lot 72 of the Moureau's Crest View Addition to Bartlett and Granting Variations was covered and approved under the Consent Agenda.



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B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

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

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that there was no report.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that Resolution 2019-22-R, a Resolution Approving of the Intergovernmental Agreement Between the County of DuPage and the Village of Bartlett was covered and approved under the Consent Agenda.

Trustee Carbonaro presented Resolution 2019-23-R, a Resolution Approving of the Towing Services Agreement Between the Village of Bartlett and Bloomingdale Rescue & Recovery, Inc.

Trustee Carbonaro moved to approve Resolution 2019-23-R, a Resolution Approving of the Towing Services Agreement Between the Village of Bartlett and Bloomingdale Rescue & Recovery, Inc. and that motion was seconded by Trustee Hopkins.

Deputy Chief Geoff Pretkelis stated that they did an RFP on January 28, 2019 for towing services. The RFP was sent to ten vendors that were located within five miles of the corporate limits of the Village of Bartlett. Various requirements were necessary to qualify and the village received three proposals. Bloomingdale Rescue & Recovery, Inc. was chosen as the vendor of choice and met all the requirements of the RFP.

ROLL CALL VOTE TO APPROVE RESOLUTION 2019-23-R, APPROVING THE TOWING SERVICES AGREEMENT WITH BLOOMINGDALE RESCUE & RECOVERY, INC.

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

NAYS: None

ABSENT: Trustee Gabrenya

MOTION CARRIED



**VILLAGE OF BARTLETT
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F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Ordinance 2019-24, an Ordinance Amending the Bartlett Municipal Code Section 6-11-1303.1: Schedule V, No Parking Zones; Resolution 2019-25-R, a Resolution Approving of the Purchase of Electricity by the Village of Bartlett at a Price Not to Exceed \$0.053/kWh; Resolution 2019-26-R, a Resolution Approving Amendment No. 1 of the Non-Exclusive License Agreement Between the Village of Bartlett and T-Mobile Central LLC, a Delaware Limited Liability Company, Successor in Interest to Cook Inlet/Voice Stream Operating Company, LLC.; Resolution 2019-27-R, a Resolution Approving the Amendment and Extension to the Agreement Between the Village of Bartlett and Synagro Central, LLC were covered and approved under the Consent Agenda.

13. NEW BUSINESS

President Wallace stated that with the no parking zone on Grant Street as well as the stop sign activity at Western is a great feather in the police and public works departments. That kind of service goes a long way! He was very proud of the expediency that took place.

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

15. ADJOURN TO COMMITTEE OF THE WHOLE MEETING

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

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: Trustee Gabrenya

MOTION CARRIED

The meeting was adjourned at 7:20 p.m.

Lorna Gilless
Village Clerk

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/2/2019**

100-GENERAL FUND REVENUES

410110-REAL ESTATE TRANSFER TAX

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JANINE SACCAMENO	TRANSFER TAX REFUND	1,088.00
	INVOICES TOTAL:	1,088.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - APRIL 2019	15,182.22
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - APRIL 2019	91.65
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES - APRIL 2019	850.20
	INVOICES TOTAL:	16,124.07

1100-VILLAGE BOARD/ADMINISTRATION

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	36.39
	INVOICES TOTAL:	36.39

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	BATTERIES	17.39
	INVOICES TOTAL:	17.39

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SCOTT SKRYCKI	ILCMA CONF/RETAIL LIVE EXPENSES	183.34
	INVOICES TOTAL:	183.34

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARCADIA PUBLISHING INC	BARTLETT OUR PAST/PROGRESS	468.83
** 1 COUNTY COURT REPORTERS INC	REPORTING SERVICES	283.80
	INVOICES TOTAL:	752.63

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCEL GLINK DIAMOND BUSH DICIANNI	LEGAL SERVICES	48.75
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	13,731.90
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/2/2019**

1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	1,350.00
	<u>INVOICES TOTAL:</u>	<u>18,055.65</u>

523401-ARCHITECTURAL/ENGINEERING SVC

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HAMPTON LENZINI AND RENWICK INC	LOGISTICS PROPERTY REVIEW	957.50
	<u>INVOICES TOTAL:</u>	<u>957.50</u>

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 INTERGOVERNMENTAL RISK MGMT AGENCY	FEBRUARY DEDUCTIBLE	16,628.02
	<u>INVOICES TOTAL:</u>	<u>16,628.02</u>

1400-FINANCE

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CREEKSIDE PRINTING	LIQUOR LICENSES	109.18
1 CREEKSIDE PRINTING	BUSINESS LICENSES	122.73
1 NEOPOST USA INC	POSTAGE METER PART	20.00
1 WAREHOUSE DIRECT	FOLDERS/CORRECTION TAPE	29.95
	<u>INVOICES TOTAL:</u>	<u>281.86</u>

532300-POSTAGE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 U S POSTAL SERVICE	BULK MAILING PERMIT #208	225.00
	<u>INVOICES TOTAL:</u>	<u>225.00</u>

1500-COMMUNITY DEVELOPMENT

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 MINUTEMAN PRESS	INSPECTION REPORT FORMS	90.00
	<u>INVOICES TOTAL:</u>	<u>90.00</u>

532000-AUTOMOTIVE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WEX BANK	FUEL PURCHASES	93.76
	<u>INVOICES TOTAL:</u>	<u>93.76</u>

543101-DUES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 IL ASSOC OF CODE ENFORCEMENT	QUARTERLY MEETING FEES	150.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/2/2019**

1 INTERNATIONAL CODE COUNCIL INC	ANNUAL MEMBERSHIP DUES	55.00
		INVOICES TOTAL: 205.00

1600-BUILDING

523010-ELEVATOR INSPECTIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR INSPECTION	41.00
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR INSPECTIONS	82.00
		INVOICES TOTAL: 123.00

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	84.21
		INVOICES TOTAL: 84.21

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH BURRIS	CONTINUING EDUCATION CLASS	125.00
		INVOICES TOTAL: 125.00

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	707.77
1 VERIZON WIRELESS	WIRELESS SERVICES	773.15
		INVOICES TOTAL: 1,480.92

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COUNTY OF COOK ILLINOIS	ANNUAL MAINTENANCE AGREEMENT	3,729.00
		INVOICES TOTAL: 3,729.00

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE & SVC CENTER	VEHICLE MAINTENANCE	604.80
1 ARMY TRAIL TIRE & SVC CENTER	VEHICLE MAINTENANCE	689.59
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	477.45
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	807.67
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	384.50
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
		INVOICES TOTAL: 3,023.86

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/2/2019**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABILITY AWARDS INC	SERVICE AWARDS/ENGRAVING	893.24
1 AMAZON CAPITAL SERVICES INC	SHOE POLISH	97.00
1 FLAGS USA LLC	U.S. FLAG	71.00
1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER EXAM/VACCINATIONS	324.20
1 RAY ALLEN MANUFACTURING LLC	K9 SUPPLIES	170.93
1 WAREHOUSE DIRECT	TONER	128.43
1 WAREHOUSE DIRECT	INK CARTRIDGE	98.64
1 WAREHOUSE DIRECT	INK CARTRIDGES/BINDER CLIPS	378.86
INVOICES TOTAL:		2,162.30

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STREICHER'S INC	SHIPPING CHARGE/BODY ARMOR	25.00
1 STREICHER'S INC	BATON/RAIN CAP COVER	96.99
1 STREICHER'S INC	JACKET	245.00
1 STREICHER'S INC	PISTOL VAULT	81.99
INVOICES TOTAL:		448.98

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	6,984.13
INVOICES TOTAL:		6,984.13

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STATE GRAPHICS	BUSINESS CARDS	49.80
1 STATE GRAPHICS	BUSINESS CARDS	49.80
1 WAREHOUSE DIRECT	INK CARTRIDGES/BINDER CLIPS	9.51
1 WAREHOUSE DIRECT	BINDERS/POP-UP NOTES/STAPLES	110.26
1 WAREHOUSE DIRECT	DVD+R DISCS/CARTRIDGE/SUPPLIES	407.42
1 WAREHOUSE DIRECT	LABELMAKER/CARTRIDGE	188.36
INVOICES TOTAL:		815.15

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALIBRE PRESS INC	OFFICER TRAINING	279.00
** 1 FBI NATIONAL ACADEMY ASSOC INC	MEMBERSHIP/ASSESSMENT FEE	315.00
1 AMY JENKINS	CONFERENCE EXPENSES	412.59
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	125.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/2/2019**

INVOICES TOTAL: 1,131.59

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INT'L ASSOC FOR PROPERTY & EVIDENCE INC	MEMBERSHIP RENEWAL/K RYBASKI	50.00
1 INT'L ASSOC FOR PROPERTY & EVIDENCE INC	MEMBERSHIP RENEWAL/M BRADY	50.00
** 1 SECRETARY OF STATE	NOTARY MEMBERSHIP/A DELGADO	10.00
1 WEST BEND MUTUAL INSURANCE CO	NOTARY FEE/A DELGADO	50.00
		<u>INVOICES TOTAL: 160.00</u>

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VOSS SIGNS LLC	CAUTION/RUNNERS ON ROAD SIGNS	108.75
		<u>INVOICES TOTAL: 108.75</u>

545100-EMERGENCY MANAGEMENT

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

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEPHEN A LASER ASSOCIATES	POLICE OFFICER ASSESSMENTS	1,100.00
1 METRO-WESTERN COOK	BACKGROUND CHECK FEES	180.00
		<u>INVOICES TOTAL: 1,280.00</u>

1800-STREET MAINTENANCE

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	106.81
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	157.79
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	17.06
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,780.55
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	66.35
		<u>INVOICES TOTAL: 2,128.56</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	490.00
		<u>INVOICES TOTAL: 490.00</u>

527110-SVCS TO MAINTAIN TRAFFIC SIGS

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

** Indicates pre-issue check.

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527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FENCE CONNECTION INC	FENCE POST INSTALLATION	1,200.00
INVOICES TOTAL:		1,200.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	166.82
1 AIRGAS NORTH CENTRAL	MATERIALS & SUPPLIES	31.30
1 AIRGAS NORTH CENTRAL	MATERIALS & SUPPLIES	33.20
1 AGNES ZWADA	REIMBURSEMENT/DAMAGED MAILBOX	46.52
INVOICES TOTAL:		277.84

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	11,175.45
INVOICES TOTAL:		11,175.45

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	GLASS CLEANER	47.52
1 WAREHOUSE DIRECT	ROLL TOWELS/ENVELOPES	23.16
INVOICES TOTAL:		70.68

534230-SNOW PLOWING SALT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DETROIT SALT COMPANY LLC	ROAD SALT	2,816.27
1 K-TECH SPECIALTY COATINGS INC	BEET HEET	6,049.38
INVOICES TOTAL:		8,865.65

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	EQUIPMENT MAINTENANCE SUPPLIES	327.64
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	190.82
1 GRAINGER	SAW BLADES	139.50
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	912.59
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	480.50
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	251.60
1 MARTIN IMPLEMENT SALES INC	TRACTOR MAINTENANCE	1,895.51
1 SAUBER MFG CO	VMAC SYSTEM REPAIRS	617.00
1 STANDARD EQUIPMENT COMPANY	EQUIPMENT MAINTENANCE SUPPLIES	20.68
1 STANDARD EQUIPMENT COMPANY	EQUIPMENT MAINTENANCE SUPPLIES	484.80
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT MAINTENANCE SUPPLIES	134.01
INVOICES TOTAL:		5,454.65

** Indicates pre-issue check.

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534400-STREET MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 3M COMPANY	REFLECTIVE SHEETING	423.15
	<u>INVOICES TOTAL:</u>	<u>423.15</u>

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 UNIFIRST CORPORATION	MATS	17.86
	<u>INVOICES TOTAL:</u>	<u>17.86</u>

534800-STREET LIGHTS MAINT MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CONSTANT ELECTRIC SUPPLY CO	STREET LIGHT SUPPLIES	66.96
1 STEINER ELECTRIC COMPANY	STREET LIGHT POLES	2,244.44
	<u>INVOICES TOTAL:</u>	<u>2,311.40</u>

543800-STORMWATER FACILITIES MAINT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHRISTOPHER B BURKE ENG LTD	M&M-FEMA NORTH AVENUE BASIN	1,676.43
1 ENGINEERING RESOURCE ASSOCIATES	DEVON/W BARTLETT ROAD BIKE PATH	49.70
	<u>INVOICES TOTAL:</u>	<u>1,726.13</u>

4200-MUNICIPAL BLDG PROJECTS EXP

585058-2016 POLICE STATION

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GLOBAL EQUIPMENT COMPANY INC	OUTDOOR ASHTRAYS	123.59
1 ULINE	STEEL PACKING TABLE	341.91
	<u>INVOICES TOTAL:</u>	<u>465.50</u>

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 EMM2008 LLC	VBR BOND REFUND	1,000.00
1 SAMBASIVA MOVVA	VBR BOND REFUND	1,000.00
	<u>INVOICES TOTAL:</u>	<u>2,000.00</u>

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 JULIE INC	QUARTERLY SERVICE FEES	794.07
	<u>INVOICES TOTAL:</u>	<u>794.07</u>

** Indicates pre-issue check.

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522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MARCH 2019 BILLING	734.69
	INVOICES TOTAL:	734.69

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	103.80
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	55.77
	INVOICES TOTAL:	159.57

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	42.48
	INVOICES TOTAL:	42.48

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	1,510.25
	INVOICES TOTAL:	1,510.25

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	958.80
	INVOICES TOTAL:	958.80

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	745.16
	INVOICES TOTAL:	745.16

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	ROLL TOWELS/ENVELOPES	52.76
	INVOICES TOTAL:	52.76

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	MARCH BILLS POSTAGE	2,539.25
	INVOICES TOTAL:	2,539.25

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	EQUIPMENT MAINTENANCE SUPPLIES	948.74
1 MIDWEST WATER GROUP INC	EQUIPMENT MAINTENANCE SUPPLIES	618.40

** Indicates pre-issue check.

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INVOICES TOTAL: 1,567.14

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	17.86
		<u>INVOICES TOTAL: 17.86</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS CENTRAL RAILROAD CO	ANNUAL LICENSE/LEASE PAYMENT	257.15
		<u>INVOICES TOTAL: 257.15</u>

5090-WATER CAPITAL PROJECTS EXP

581035-WATER SYSTEM MODELING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	LAKE STREET PUMP STATION UPGRADE	19,383.00
1 CHRISTOPHER B BURKE ENG LTD	WATER SYSTEM MODELING/PLAN	1,824.00
1 DEIGAN & ASSOCIATES LLC	UST REMOVAL/LAKE ST PUMP STATION	1,122.50
		<u>INVOICES TOTAL: 22,329.50</u>

581037-DWC PUMP STA,STORAGE,LAND

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	DWC RECEIVING STATION FACILITY	33,618.37
** 1 NICOR GAS	NEW SERVICE/WATER RECEIVING STATION	2,819.42
		<u>INVOICES TOTAL: 36,437.79</u>

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JULIE INC	QUARTERLY SERVICE FEES	794.07
		<u>INVOICES TOTAL: 794.07</u>

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MARCH 2019 BILLING	734.69
		<u>INVOICES TOTAL: 734.69</u>

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	239.90
		<u>INVOICES TOTAL: 239.90</u>

524120-UTILITIES

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

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1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	273.29
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	268.93
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	346.34
INVOICES TOTAL:			888.56

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	6,042.00
INVOICES TOTAL:		6,042.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	166.82
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	1,180.80
INVOICES TOTAL:		1,347.62

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRO CHEM INC	CHEMICAL SUPPLIES	538.50
INVOICES TOTAL:		538.50

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	853.46
INVOICES TOTAL:		853.46

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	MARCH BILLS POSTAGE	2,539.25
INVOICES TOTAL:		2,539.25

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	EQUIPMENT MAINTENANCE SUPPLIES	181.86
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	35.19
1 CORE & MAIN LP	EQUIPMENT MAINTENANCE SUPPLIES	63.00
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	24.00
1 LIONHEART CRITICAL POWER	GENERATOR MAINTENANCE	3,032.79
1 WEST SIDE ELECTRIC SUPPLY INC	CREDIT - RETURN	-427.00
1 WEST SIDE ELECTRIC SUPPLY INC	EQUIPMENT MAINTENANCE SUPPLIES	63.47
1 WEST SIDE ELECTRIC SUPPLY INC	EQUIPMENT MAINTENANCE SUPPLIES	178.00
1 WEST SIDE ELECTRIC SUPPLY INC	EQUIPMENT MAINTENANCE SUPPLIES	137.16
INVOICES TOTAL:		3,288.47

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	17.87

** Indicates pre-issue check.

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INVOICES TOTAL: 17.87

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 USA BLUE BOOK	WATER RESOURCE MANUAL	281.69
		<u>INVOICES TOTAL: 281.69</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	PVC PIPES/SUPPLIES	179.49
1 WELCH BROS INC	GREASE TRAP/MATERIALS	9,122.00
		<u>INVOICES TOTAL: 9,301.49</u>

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

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

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	84.20
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	94.80
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	529.43
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	57.73
		<u>INVOICES TOTAL: 766.16</u>

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	98.76
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR INSPECTION	41.00
		<u>INVOICES TOTAL: 139.76</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JENSEN'S PLUMBING & HEATING INC	KITCHEN EXHAUST FAN REPAIRS	520.00
		<u>INVOICES TOTAL: 520.00</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	182.13
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,407.29
1 NICOR GAS	GAS BILL	1,007.14

** Indicates pre-issue check.

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INVOICES TOTAL: 2,596.56

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CHEF JACKETS/PICTURE FRAMES	37.88
1 EDWARD DON & COMPANY	PAPER TOWELS/TRASH BAGS	90.00
<u>INVOICES TOTAL:</u>		<u>127.88</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CASH REGISTER TAPE/PICTURE SHELF	30.46
<u>INVOICES TOTAL:</u>		<u>30.46</u>

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	483.68
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	152.45
<u>INVOICES TOTAL:</u>		<u>636.13</u>

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	227.72
<u>INVOICES TOTAL:</u>		<u>227.72</u>

534333-PURCHASES - GOLF CLUBS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COBRA PUMA GOLF INC	GOLF CLUBS	223.77
1 TAYLOR MADE GOLF COMPANY	GOLF CLUBS	125.69
<u>INVOICES TOTAL:</u>		<u>349.46</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PHILLIP LENZ	TRAINING/PGA SHOW	995.00
<u>INVOICES TOTAL:</u>		<u>995.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRIVATE IMAGE DESIGN AND PRINT	ARTWORK/PREP BARTLETT HILLS LOGOS	100.00
<u>INVOICES TOTAL:</u>		<u>100.00</u>

5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	469.10
1 NICOR GAS	GAS BILL	471.83

** Indicates pre-issue check.

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1 NICOR GAS	GAS BILL	335.72
		<u>INVOICES TOTAL:</u> 1,276.65

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANCED TURF SOLUTIONS	MATERIALS & SUPPLIES	562.00
1 CHICAGOLAND TURF	GROWTH REGULATOR	340.00
		<u>INVOICES TOTAL:</u> 902.00

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	EQUIPMENT MAINTENANCE SUPPLIES	36.18
1 NADLER GOLF CAR SALES INC	EQUIPMENT MAINTENANCE SUPPLIES	700.10
1 NADLER GOLF CAR SALES INC	EQUIPMENT MAINTENANCE SUPPLIES	51.43
1 O'REILLY AUTOMOTIVE INC	EQUIPMENT MAINTENANCE SUPPLIES	513.81
1 WEST SIDE ELECTRIC SUPPLY INC	EQUIPMENT MAINTENANCE SUPPLIES	172.00
		<u>INVOICES TOTAL:</u> 1,473.52

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	50.00
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	50.00
		<u>INVOICES TOTAL:</u> 100.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	234.55
1 NICOR GAS	GAS BILL	167.86
		<u>INVOICES TOTAL:</u> 402.41

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	PAPER TOWELS/TRASH BAGS	100.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	94.43
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	39.82
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	110.82
1 SYSCO FOOD SERVICES - CHICAGO	DIGITAL THERMOMETERS	34.56
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	23.52
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	50.40
		<u>INVOICES TOTAL:</u> 453.55

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CASH REGISTER TAPE/PICTURE SHELF	30.46

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INVOICES TOTAL: **30.46**

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN BEVERAGE CO	BEER PURCHASE	50.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	358.73
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	340.28
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	541.32
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	97.26
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	35.60
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	41.02
1 MIDWEST FOODS	FOOD PURCHASE	255.34
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	1,005.80
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	1,389.92
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	889.00
<u>INVOICES TOTAL:</u>		5,004.27

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SERVICE	17.00
1 ALSCO	LINEN SERVICES	90.50
1 ALSCO	LINEN SERVICES	42.40
<u>INVOICES TOTAL:</u>		149.90

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	FISH FRY ADVERTISING	60.00
1 EXAMINER PUBLICATIONS INC	HELP WANTED ADS	150.00
<u>INVOICES TOTAL:</u>		210.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	234.55
1 NICOR GAS	GAS BILL	167.86
<u>INVOICES TOTAL:</u>		402.41

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	PAPER TOWELS/TRASH BAGS	142.25
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	94.43
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	31.27
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	39.83
1 MLA WHOLESALE INC	FLOWERS	45.40
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	110.82
1 SYSCO FOOD SERVICES - CHICAGO	DIGITAL THERMOMETERS	34.56

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1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	50.40
		<u>INVOICES TOTAL:</u> 548.96

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CHEF JACKETS/PICTURE FRAMES	150.00
		<u>INVOICES TOTAL:</u> 150.00

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	293.04
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	209.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	131.20
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	308.96
1 GRECO AND SONS INC	FOOD PURCHASE	86.29
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	50.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	107.90
1 MIDWEST FOODS	FOOD PURCHASE	75.00
** 1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	257.00
** 1 PEPSI-COLA GENERAL BOTTLERS INC	MISC. CHARGE	3.86
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	517.65
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	93.54
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	294.43
		<u>INVOICES TOTAL:</u> 2,427.87

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CASH REGISTER TAPE/PICTURE SHELF	40.99
		<u>INVOICES TOTAL:</u> 40.99

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	110.82
		<u>INVOICES TOTAL:</u> 110.82

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SCNS SPORTS FOODS	FOOD PURCHASE	90.00
		<u>INVOICES TOTAL:</u> 90.00

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	2,667.00

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INVOICES TOTAL: 2,667.00

524100-BUILDING MAINTENANCE SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	228.16
1 AUTOMATIC BUILDING CONTROLS LLC	SERVICE AGREEMENT	2,546.00
1 UNIFIRST CORPORATION	MATS	69.99
1 UNIFIRST CORPORATION	MATS	69.99
INVOICES TOTAL:		2,914.14

524110-TELEPHONE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMCAST	TELEPHONE BILL	4,047.91
INVOICES TOTAL:		4,047.91

524120-UTILITIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	474.51
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	44.81
INVOICES TOTAL:		519.32

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	112.20
INVOICES TOTAL:		112.20

541600-PROFESSIONAL DEVELOPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 STEVEN SPRADLING	GIS WORKSHOP EXPENSES	183.28
INVOICES TOTAL:		183.28

7000-POLICE PENSION EXPENDITURES

523400-LEGAL SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 REIMER & DOBROVOLNY PC	LEGAL SERVICES	1,129.45
INVOICES TOTAL:		1,129.45

GRAND TOTAL: 240,550.29

**VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 4/2/2019**

GENERAL FUND	111,215.25
MUNICIPAL BUILDING FUND	465.50
DEVELOPER DEPOSITS FUND	2,000.00
WATER FUND	68,146.47
SEWER FUND	26,867.57
PARKING FUND	785.42
GOLF FUND	19,496.78
CENTRAL SERVICES FUND	10,443.85
POLICE PENSION FUND	1,129.45
GRAND TOTAL	240,550.29

A PROCLAMATION RECOGNIZING BARTLETT EAGLE SCOUT JASON ROBERTS FOR HIS COMMUNITY SERVICE

WHEREAS, the rank of Eagle Scout is the highest honor that can be achieved by a young person in Scouts BSA; and

WHEREAS, to reach this rank, the scout must take the long journey from Tenderfoot to Eagle, earning a multitude of badges and demonstrating that they live by the principles of the Scout Oath and Law, showing themselves to be trustworthy, loyal, helpful, friendly, courteous, kind, obedient, cheerful, thrifty, brave, clean and reverent; and

WHEREAS, at the conclusion of this journey, the scout must plan, develop, and give leadership to others in a service project helpful to an organization other than the Boy Scouts of America; and

WHEREAS, Bartlett Eagle Scout Jason Robert's scouting experience began as a Cub Scout in August 2007 with Pack 99 chartered to Resurrection Catholic Church in Wayne, Illinois. He earned the Arrow of Light Award, cub scouting's highest honor. He crossed over to Boy Scout Troop 99 in Wayne in February 2012 and transferred to DeKalb Troop 33 in February 2017; and

WHEREAS, Jason's many scouting adventures include: cabin campouts, snowmobiling, rock climbing, cave exploration, ice skating, hiking, military base exploration activities and reenactments, fishing and canoeing. Jason has totaled nearly 200 hours in service activities to his troop and to the community including troop food booths for community festivals, food drives serving the Salvation Army and community food pantries, Adopt a Highway road cleaning projects; and

WHEREAS, Jason is a member of the Order of the Arrow, Scouting's National Honor Society, and has distinguished his Eagle Scout Award with the Bronze, Gold and Silver Palms; and

WHEREAS, Jason's Eagle Scout project included an improvement of the outdoor fellowship and youth ministry area at Corpus Christi Catholic Church in Carol Stream, Illinois. The construction included a firewood shed, benches, and a section of fencing for the outdoor area for protection from wind; and

WHEREAS, Jason earned a total of 36 merit badges in scouting. The requirement for the rank of Eagle Scout is 21 merit badges.

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, ask everyone to join me in applauding Jason's dedication to his scouting journey, congratulating him on achieving his Eagle Scout rank and thanking him for the valuable service project that he carried out for our community.

Dated this 2nd day of April 2019



Kevin Wallace, Village President

PROCLAMATION FOR YOUNG LATINA DAY

WHEREAS, all the citizens in our village can help support opportunities for young Latina women, and though they often face immense barriers and struggles, young Latina women have come together to empower and support one another; and

WHEREAS, the Fig Factor Foundation, founded in 2014, serves as a catalyst for young Latinas to achieve their dreams through educational leadership platforms, mentorship and sisterhood; and

WHEREAS, using a four-step program consisting of the Core Program, Mentor Program, Support Program, and the Give Back Program. The Fig Factor helps to give inspiration, direction, and structure to young Latinas; and

WHEREAS, graduates of The Fig Factor Foundation leave the program with the tools and resources needed to lead successful and productive lives and inspires them to share their success by leading others; and

WHEREAS, on April 11th, the Fig Factor will host its “I Believe in You” campaign, an all-day fundraiser celebration featuring community members, graduates, mentors and board members; and

WHEREAS, during the month of April, all citizens of Bartlett should unite in aiding to further the dreams of young Latinas;

NOW, THEREFORE, be it resolved that I, Kevin Wallace, Mayor of the Village of Bartlett, do hereby proclaim April 11, 2019 to be “Young Latina Day” in Bartlett and urge all citizens to come together to participate by providing role models, support and guidance to our young Latinas.

Dated this 2nd day of April, 2019



Kevin Wallace, Village President



Agenda Item Executive Summary

Item Name	Streets of Bartlett	Committee or Board	Board
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BUDGET IMPACT

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

EXECUTIVE SUMMARY

Manny Rafidia on behalf of MMAJ, LLC is requesting:

Third Site Plan/PUD Amendment

Special Use Permits:

- a) Package liquor sales,
- b) Serving alcohol, including wine tastings,
- c) Recreation and amusement establishments,
- d) Live entertainment,
- e) Banquet hall facility,
- f) Outdoor seating, and
- g) Pet daycare (kennel)

Variations:

- a) To reduce the number of required parking spaces,
- b) Increase the monument sign area,
- c) Increase monument sign height, and
- d) Reduce the monument sign setbacks

The above requests are for the property located at the northwest corner of E. Devon Avenue and S. Berteau Avenue.

The **Zoning Board of Appeals** reviewed the variation requests and conducted the required public hearing at their meeting on March 7, 2019. The Zoning Board recommended **approval** based upon the Findings of Fact outlined in the Staff Report.

The **Plan Commission** reviewed the Petitioner's request for a Third Site Plan/PUD Amendment and the Special Use Permits and conducted the required public hearing at their meeting on March 14, 2019. The Plan Commission recommended **approval** subject to the conditions and Findings of Fact outlined in the Staff Report.

Staff is forwarding this petition directly to the Village Board, as requested, to expedite the potential redevelopment of the commercial center.

ATTACHMENTS (PLEASE LIST)

CD Memo, Ordinance w/Exhibits, Minutes from the Plan Commission and Zoning Board of Appeals, Applicant Cover Letter, Application, Location Map, 1988 Site Plan, Renderings, Floor Plan and Sign Elevation

ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance - Move to approve Ordinance #2019-____ An Ordinance Approving an Amendment to the Planned Unit Development in Accordance with a Third Site/PUD Plan Amendment, Granting Special Use Permits and Granting Variations for the Streets of Bartlett (formerly the Bartlett Plaza Shopping Center)
- Motion

Staff:	Roberta Grill, Acting Com Dev Director	Date:	3/22/2019
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COMMUNITY DEVELOPMENT MEMORANDUM

19-32

DATE: March 21, 2019
TO: Paula Schumacher, Village Administrator
FROM: Roberta Grill, Acting Community Development Director 
RE: **(#19-04) Streets of Bartlett**

PETITIONER

Manny Rafidia on behalf of MMAJ, LLC

SUBJECT SITE

Northwest corner of E. Devon Avenue and S. Berteau Avenue

REQUESTS

Third Site Plan/PUD Amendment

Special Use Permits:

- a) Package liquor sales,
- b) Serving alcohol, including wine tastings,
- c) Recreation and amusement establishments,
- d) Live entertainment,
- e) Banquet hall facility,
- f) Outdoor seating, and
- g) Pet daycare (kennel)

Variations:

- a) To reduce the number of required parking spaces,
- b) Increase the monument sign area,
- c) Increase monument sign height, and
- d) Reduce the monument sign setbacks

Staff is forwarding this petition directly to the Village Board, as requested, to expedite the potential redevelopment of the commercial center.

SURROUNDING LAND USES

Subject Site	<u>Land Use</u> Commercial	<u>Comprehensive Plan</u> Commercial	<u>Zoning</u> B-3 PUD
North	Multi- Family	Attached Residential	SR-6
South	Single Family	Suburban Residential	SR-2
East	Industrial	Industrial	I-1
West	Commercial	Commercial	B-3

ZONING HISTORY

Through the Staff's research and as shown on the Village's Annexation Map, this parcel has been part of Bartlett since its incorporation in 1891 and was shown on the Village's first Zoning Map (1941) as part of the Farming District. These parcels are part of the H.O. Stone and Company's Town Addition to Bartlett which was platted and recorded in 1929. According to the 1962 Zoning Map, the property was zoned R-1 Single Family Residence, in 1971 zoned A-2 Multi-Family and in 1977 zoned SR-3 Suburban Residence. During the comprehensive rezoning of the Village in 1978, the property was rezoned to the B-3 (Neighborhood Shopping) Zoning District.

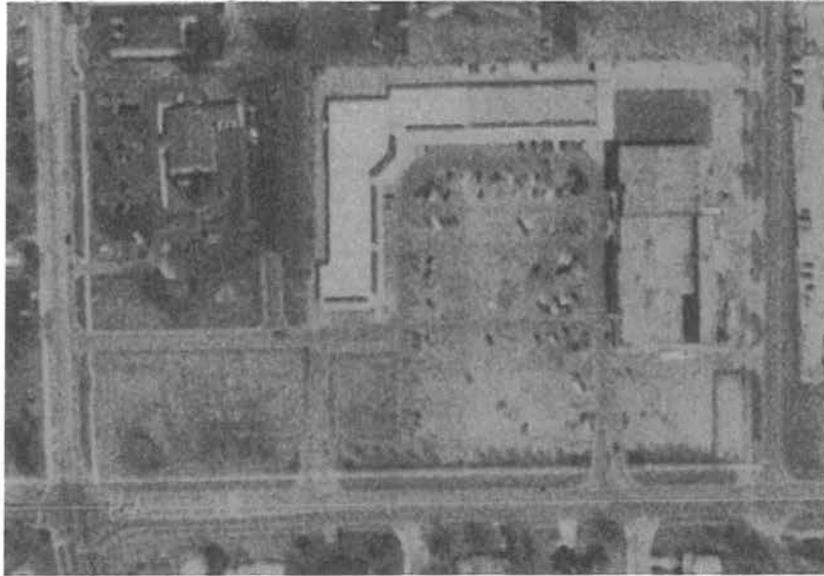
In 1978 the grocery store was constructed.



In 1981 the original building was expanded northward and a second building was constructed to the north.



In 1988, Ordinance #1988-32 granted a Special Use Permit for a Planned Unit Development of the Bartlett Plaza Shopping Center Property (Phase 3 Addition) which included the addition of the western building and extended the northern building further west.



In 1991, Ordinance #1991-78 granted a Special Use Permit for a pet shop for the entire Bartlett Plaza Shopping Center.

In 2006, Ordinance #2006-22 was the First Site Plan/PUD Amendment to allow an outdoor play area for the Kripa Montessori School. The outdoor play area replaced what is shown on the Phase 3 Addition Site Plan as Building C.

In 2009, Ordinance #2009-63 was the Second Site Plan/PUD Amendment to expand onto the outdoor play area for the Kripa Montessori School in the same Building C footprint location.

CURRENT DISCUSSION

1. The Petitioner is proposing to renovate 31,860 square feet of the existing building in the former grocery space and create a new 22,425 square foot entertainment center oriented west, towards the parking lot and three new commercial spaces oriented south, towards E. Devon Avenue. The three new tenant spaces will include a 4,150 square foot wine and liquor store (Armanetti Wine and Spirits), a 3,900 square foot restaurant (Fire & Ice) and 1,385 square foot space for future retail. The Petitioner is requesting a **Third Site Plan/PUD Amendment** to create a conceptual commercial building pad for a possible grocer or banquet facility and to add parking in the southwest corner of the parcel where grass currently exists (previously shown as 'possible future development' on the 1988 Site Plan). The Petitioner has stated the area for the conceptual commercial building pad will not be subdivided or sold off.

2. The Petitioner proposes to modify the current shopping center name from the Bartlett Plaza Shopping Center to the Streets of Bartlett.
3. The proposed renovations include covering the existing metal roofs with a parapet wall that will incorporate varying roof lines and accent lighting on the façade to update the building elevations. The three new commercial spaces facing south will have new windows, doors, a sidewalk and an outside dining area where a brick wall currently exists.
4. In creating the conceptual commercial building pad, 159 parking spaces would be removed from the existing site. However, by transforming the existing grass area in the southwest corner of the property to parking, approximately 30 parking spaces would be added back to the total number provided. A **Variation** is requested to reduce the required parking spaces from 525 to 406 spaces (119 spaces). Below is a summary of the parking spaces provided on the site and those required in accordance with the Zoning Ordinance.

Parking Summary

	Parking Required	Parking Provided
Existing Site	525	535 spaces
Proposed Commercial Building Pad- Eliminating parking		-159 spaces
Existing Grass Area to be paved for parking (Southwest Corner of Site)		+30 spaces
		Total = 406 spaces

Staff has researched all the current uses in the building and proposed uses.

Use	Required # of Parking Stalls
Office	24
Medical	48
Restaurant	39
Restaurant (carry out)	6
Retail	106
Salon	18
School	12
Future Entertainment Center- 22,425 sq. ft.	69
Future Fire & Ice Restaurant- 3,900 sq. ft.	31
Future Retail- 1,385 sq. ft.	7
Future Armanetti's-4,150 sq. ft.(retail)	21
Total = 381 spaces	

To serve the current and future tenants 381 parking stalls are required to meet the Zoning Ordinance requirement (not including the conceptual commercial building pad); with 406 parking stalls proposed for the site. When the commercial building plans are submitted for review parking requirements would be evaluated at that time.

5. Access to the site from Main Street, E. Devon Avenue and S. Berteau Avenue would remain the same. Internal circulation would be modified slightly along the south elevation of the new commercial uses where the drive aisle would become one-way in order to accommodate a sidewalk and outdoor seating.
6. Three additional **Variations** are being requested for the proposed monument signs:
 - a) A 20 square foot increase from the maximum permitted 100 square foot allowable sign area for each monument sign (120 square feet),
 - b) A 2 foot increase in the maximum permitted 10' height to allow both monument signs to be 12' in height, and
 - c) A 2 foot reduction in the required 5 foot setback along E. Devon Avenue.

(Staff is working with the Petitioner to ensure the sign locations will be safe and clear visibility will be provided.)

7. The Petitioner is requesting the following **Special Use Permits** for the subject property in its entirety:
 - a) Package liquor sales (excluding within 100' of a school),
 - b) Serving alcohol including wine tastings (excluding within 100' of a school),
 - c) Recreation and amusement establishments,
 - d) Live entertainment,
 - e) Banquet hall facility,
 - f) Outdoor seating, and
 - g) Pet daycare (kennel)
8. The Petitioner is requesting a **Special Use Permit** for **package liquor sales** to open an Armanetti Wine and Spirits. Armanetti's will primarily sell wine (approximately 70% of the sales) and also **serve alcohol** with wine tastings taking place at this location. The area designated for beer and liquor sales is substantially smaller than the area devoted to selling wine.
9. As part of the proposed Fire and Ice Restaurant, the Petitioner is requesting a **Special Use Permit to serve alcohol**. This restaurant would have a full kitchen and include video gaming. The Petitioner also requests to have **live entertainment** in the restaurant.

10. The State Law requires video gaming establishments to be a minimum of 100 feet from any school or place of worship. There are no schools or places of worship within 100 feet of this proposed restaurant. (The Kripa Montessori School is located 200 feet north of this proposed restaurant location.)
11. The Petitioner is requesting a **Special Use Permit** for a 22,425 square foot **recreation and amusement establishment**. This establishment will be family friendly and catered toward children's activities including roller coasters, a trampoline park, jungle gym and other child friendly amusements. This area will be connected to the restaurant in order to provide food and alcohol to the adult patrons of the amusement establishment.
12. The Petitioner is requesting a **Special Use Permit** to allow **outdoor seating** for the entire shopping center in front of any of the commercial spaces, if the future tenant so chooses. A perimeter fence around the outdoor seating area will be required if alcohol is to be served outside.
13. The Petitioner is requesting **Special Use Permits** for a **banquet hall facility** and **pet daycare (kennel)**. These uses are not currently proposed but the Petitioner is requesting the Special Use Permits to have the option to attract these uses to fill any vacancies. A detailed review of these uses would be required by the Staff at building permit submittal (i.e. parking, pet elimination area, etc.)
14. As part of the redevelopment improvements for the shopping center the Petitioner proposes to replace the existing parking lot lights with the downtown light fixtures to tie this center to the existing downtown improvements.



15. A Site Plan will be required to be submitted for the commercial building pad once additional details are finalized for its development. If there are no additional special use(s) and/or variations(s) being requested this will be reviewed as an Administrative Site Plan review and will be submitted directly as a building permit application.
16. Landscape and Photometric plans are currently being reviewed by the Staff.

RECOMMENDATION

1. The Staff recommends **approval** of the Petitioner's requests subject to the following conditions and Findings of Fact:
 - A. An updated and revised Unified Business Center Sign Plan shall be submitted to the Community Development Department for review and approval;
 - B. Staff approval of the Landscape and Photometric Plans;
 - C. Village Engineer approval of the Engineering Plans;
 - D. Building permits shall be required for all construction activity that takes place on the subject property;
 - E. The Petitioner shall obtain all required liquor licenses;
 - F. Outdoor fencing shall be required and installed prior to the serving of alcohol outside. Building permits shall be required for the fencing and the placement of the outdoor seating to ensure adequate space has been provided for both patrons of the outdoor space and pedestrians accessing other tenant spaces in the center;
 - G. The parking lot shall be appropriately signed and restriped with arrows to direct traffic in the area directly south of the proposed three new commercial uses oriented towards Devon Avenue. A Do Not Enter sign shall also be placed on the property in this same area (location to be approved by the Community Development Department) to eliminate any conflict with the vehicular movements on the site;
 - H. Enclosures with gates shall be constructed for all dumpsters located on the subject property;
 - I. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
 - J. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to Community Development for review and approval by the Village Arborist and a bond posted in the approved amount for its future installation;
 - K. Landscaping must be installed within one year of the issuance of a building permit;
 - L. Findings of Fact (Site Plan):
 - i. That the proposed commercial uses/buildings are permitted or special uses in the B-3 PUD Zoning District;
 - ii. That the proposed redevelopment of the commercial center and the proposed buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
 - iii. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
 - iv. That the site plan provides for the safe movement of pedestrians within the site;
 - v. That there is a sufficient mixture of grass trees and shrubs within the

- interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
- vi. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.
- M. Findings of Fact: Special Use Permits (Package liquor sales, Serving alcohol including wine tastings, Recreation and amusement establishments, Live entertainment, Banquet hall facility, Outdoor seating, and Pet daycare (kennel))
- i. The proposed Special Uses are desirable to provide uses which are in the interest of public convenience and will contribute to the general welfare of the community;
 - ii. That the proposed Special Uses will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
 - iii. That the special uses shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
- N. Finding of Fact (Planned Unit Development)
- i. The Village's Future Land Use Plan designates this area as Commercial that has been established in the area and which conforms with general planning policies and precedents of the Village;
 - ii. The commercial uses proposed are permitted or Special Uses in the B-3 PUD Zoning District;
 - iii. The redevelopment of the shopping center and the proposed commercial uses will be designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected;
 - iv. The redevelopment of the shopping center and the proposed commercial uses shall not substantially lessen or impede the suitability for uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity;
 - v. The redevelopment of the shopping center and the proposed commercial uses shall not include impact donations;
 - vi. Adequate utilities and drainage shall be provided for the redevelopment of the shopping center and the proposed commercial uses;
 - vii. Adequate parking and ingress and egress will be provided for the redevelopment of the shopping center and the proposed

commercial uses so as to minimize traffic congestion and hazards in public streets;

- viii. Adequate buffering and landscaping shall be provided to protect uses within the development and on surrounding properties;
- ix. There is reasonable assurance that the redevelopment of the shopping center and the proposed commercial uses will continue to operate as it has and be adequately maintained.

2. The **Zoning Board of Appeals** reviewed the variation requests and conducted the required public hearing at their meeting on March 7, 2019. The Zoning Board recommended **approval** in accordance with the following Findings of Fact:

- A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
- B. That conditions upon which the petition for a variation is based are unique to the property for which the variations are sought and are not applicable, generally, to other property within the same zoning classifications.
- C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.
- D. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.
- E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
- F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
- G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.

3. The **Plan Commission** reviewed the Petitioner's request for a Third Site Plan/PUD Amendment and the Special Use Permits and conducted the required public hearing at their meeting on March 14, 2019. The Plan Commission recommended **approval** subject to the conditions and Findings of Fact outlined in the Staff Report.
4. The Ordinance with Exhibits, minutes from the Plan Commission and Zoning Board of Appeals and background materials are attached for your review and consideration.

ORDINANCE 2019 - _____

**AN ORDINANCE APPROVING AN AMENDMENT TO THE PLANNED
UNIT DEVELOPMENT IN ACCORDANCE WITH A THIRD SITE/PUD
PLAN AMENDMENT, GRANTING SPECIAL USE PERMITS AND
GRANTING VARIATIONS FOR THE STREETS OF BARTLETT
(FORMERLY THE BARTLETT PLAZA SHOPPING CENTER)**

WHEREAS, Bartlett Plaza Properties, LLC is the owner of approximately 9.79 acres of land located at the northwest corner of E. Devon Avenue and S. Berteau Avenue in the Village of Bartlett, legally described on **Exhibit A**, which property is commonly known as the Streets of Bartlett (formerly the Bartlett Plaza Shopping Center) and is referred to herein as the "Subject Property"; and

WHEREAS, the Subject Property is zoned B-3 PUD (Neighborhood Shopping) and a Special Use Permit for a Planned Unit Development was granted for the subject property on May 3, 1988 by Ordinance #1988-32 which included the approval of an original site plan and/or PUD plan for the Subject Property (the "Original Site/PUD Plan"); and an First Amendment to the Original Site/PUD Plan for the Subject Property was approved on March 7, 2006 by Ordinance #2006-22 (the "First Site/PUD Plan Amendment"); and a Second Amendment to the Original Site/PUD Plan for the Subject Property was approved on June 2, 2009 by Ordinance #2009-63 (the "Second Site/PUD Plan"); and

WHEREAS, Manny Rafidia on behalf of MMAJ, LLC (the "Petitioner"), has filed a petition (the "Petition") to amend the Planned Unit Development for the Subject Property and for the approval of a Third Site/PUD Plan Amendment (the "Third Site/PUD Plan

Amendment”) and special use permits for (a) an amended Planned Unit Development in accordance with the Third Site/PUD Plan Amendment, (b) package liquor sales, (c) serving alcohol, including wine tastings, (d) recreation and amusement establishments, (d) live entertainment, (f) banquet hall facility, (g) outdoor seating, and (h) pet daycare (kennel) (collectively, the “Special Use Permits”) and variations (a) to reduce the number of required parking spaces from 525 to 406, (b) to increase the monument sign area from 100 square feet to 120 square feet for each monument sign, (c) to increase the maximum permitted height from 10 feet to 12 feet for each monument sign, and (d) to reduce the required sign setback from 5 feet to 2 feet (collectively, the “Variations”) on the Subject Property; and

WHEREAS, the owner of the Subject Property, Bartlett Properties, LLC, has consented to the Petition of Manny Rafidia on behalf of MMAJ, LLC; and

WHEREAS, the Bartlett Plan Commission reviewed the Petition with respect to the amendment of the Planned Unit Development for the Subject Property and the Third Site/PUD Plan Amendment and conducted the required public hearing with respect to the Special Use Permits on the Subject Property at its meeting on March 14, 2019 (Case #19-04) and has recommended to the Corporate Authorities that the Planned Unit Development for the Subject Property be amended in accordance with the Third Site/PUD Plan Amendment and the Special Use Permits for (a) the amended Planned Unit Development, (b) package liquor sales, (c) serving alcohol, including wine tastings, (d) recreation and amusement establishments, (e) live entertainment, (f) banquet hall facility,

(g) outdoor seating, and (h) pet daycare (kennel), be granted, subject to the conditions and findings of fact set forth in its report; and;

WHEREAS, the Bartlett Zoning Board of Appeals conducted a public hearing with respect to the Petition for the Variations (a) to reduce the number of required parking spaces from 525 to 406, (b) to increase the monument sign area from 100 square feet to 120 square feet for each monument sign, (c) to increase the maximum permitted height from 10 feet to 12 feet for each monument sign, and (d) to reduce the required sign setback from 5 feet to 2 feet, at its meeting on March 7, 2019 and has recommended to the Corporate Authorities that the Variations be granted, subject to the findings of fact outlined in its report; and

WHEREAS, the Corporate Authorities have determined that it is in the public interest to approve of the amended Planned Unit Development for the Subject Property and approve the Third Site/PUD Plan Amendment and grant the Special Use Permits recommended by the Plan Commission based on its findings of fact and conditions set forth in its report and in Sections One, Two, Four and Eight of this Ordinance; and

WHEREAS, the Corporate Authorities have determined that it is in the public interest to grant the Variations recommended by the Zoning Board of Appeals based on the findings of fact set forth in Section Six of this Ordinance;

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

SECTION ONE: That based in part on the conditions set forth in Section Eight of this Ordinance, the Corporate Authorities do hereby make the following findings of fact with respect to the Third Site/PUD Plan Amendment for the Streets of Bartlett:

- A. That the proposed commercial uses/buildings are permitted or special uses in the underlying B-3 Zoning District and with the B-3 PUD for the Subject Property;
- B. That the proposed redevelopment of the commercial center and the proposed buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
- C. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
- D. That the Third Site/PUD Plan Amendment provides for the safe movement of pedestrians within the site;
- E. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
- F. That all outdoor storage areas are or are proposed to be screened and are in accordance with the standards specified by this Ordinance.

SECTION TWO: That based in part on the conditions set forth in Section Eight of this Ordinance, the Corporate Authorities do hereby make the following findings of fact pertaining to the amendment to the Planned Unit Development for the Subject Property, which shall be in accordance with the Third Site/PUD Plan Amendment:

- A. The Village's Future Land Use Plan designates this area as Commercial that has been established in the area and which conforms with general planning policies and precedents of the Village;
- B. The commercial uses proposed are permitted or special uses in the underlying B-3 Zoning District and this B-3 PUD Zoning District;
- C. The redevelopment of the shopping center on the Subject Property and the proposed commercial uses will be designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected;
- D. The redevelopment of the shopping center and the proposed commercial uses shall not substantially lessen or impede the suitability for uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity;
- E. The redevelopment of the shopping center and the proposed commercial uses shall not include impact donations;
- F. Adequate utilities and drainage shall be provided for the redevelopment of the shopping center on the Subject Property and the proposed commercial uses;
- G. Adequate parking and ingress and egress will be provided for the redevelopment of the shopping center on the Subject Property and the proposed commercial uses so as to minimize traffic congestion and hazards in the public streets;
- H. Adequate buffering and landscaping shall be provided to protect uses within the development and on surrounding properties;
- I. There will be reasonable assurances put in place by the Petitioner as the new owner/developer that the redevelopment of the shopping center on the Subject Property will be completed according to a schedule approved by the Village and will be adequately maintained.

SECTION THREE: That the Site/PUD Plan prepared by Infraland Consulting, LLC, dated January 15, 2019, Com Dev Stamp Date 3/1/2019 (the "Site/PUD Plan") attached hereto as **Exhibit B**; and the Exterior Canopy Modification Elevations, prepared by Purnell Architects, Inc., dated 10/12/2018 (the "Elevations") attached hereto

as **Exhibit C**; are expressly made a part of this Ordinance by this reference and which collectively comprise and shall herein be referred to as the "Third Site/PUD Plan Amendment," are hereby approved, and the Planned Unit Development for the Subject Property approved by Ordinance No. 1988-32, and modified by the approvals of the First Site/PUD Plan and the Second Site/PUD Plan approved by Ordinance No. 2006-22 and Ordinance 2009-63, respectively, is hereby further amended by the approval of the Third Site/PUD Plan, subject to the findings of fact and conditions set forth in Sections One, Two, Four, Six and Eight of this Ordinance.

SECTION FOUR: That based in part on the conditions set forth in Section Eight of this Ordinance, the Corporate Authorities do hereby make the following findings of fact pertaining to the Special Use Permits on the Subject Property:

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

SECTION FIVE: That the Special Use Permits for (a) the amended Planned Unit Development for the Subject Property in accordance with the Third Site/PUD Plan Amendment, (b) package liquor sales, (c) serving alcohol, including wine tastings, (d)

recreation and amusement establishments, (e) live entertainment, (f) banquet hall facility, (g) outdoor seating, and (h) pet daycare (kennel) are hereby granted, subject to the findings of fact and the conditions set forth in Sections Four and Eight of this Ordinance.

SECTION SIX: The Corporate Authorities do hereby make the following findings of fact pertaining to the Variations of the Subject Property:

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

SECTION SEVEN: That the Variations (a) to reduce the number of required parking spaces from 525 to 406, (b) to increase the monument sign area from

100 square feet to 120 square feet for each monument sign, (c) to increase the maximum permitted height from 10 feet to 12 feet for each monument sign, and (d) to reduce the required sign setback from 5 feet to 2 feet are hereby granted subject to the findings of fact and conditions set forth in Sections Six and Eight of this Ordinance.

SECTION EIGHT: The amendment to the Planned Unit Development for the Subject Property in accordance with the Third Site/PUD Plan Amendment approved in Section Three, the Special Use Permits granted in Section Five and the Variations granted in Section Seven of this Ordinance, are based upon and are hereby made contingent upon the satisfaction of the following conditions:

- A. An updated and revised Unified Business Center Sign Plan shall be submitted to the Community Development Department for review and approval;
- B. Staff approval of the Landscape and Photometric Plans;
- C. Village Engineer approval of the Engineering Plans;
- D. Building permits shall be required for all construction activity that takes place on the subject property;
- E. The Petitioner shall obtain all required liquor licenses;
- F. Outdoor fencing shall be required and installed prior to the serving of alcohol outside. Building permits shall be required for the fencing and the placement of the outdoor seating to ensure adequate space has been provided for both patrons of the outdoor space and pedestrians accessing other tenant spaces in the center;
- G. The parking lot shall be appropriately signed and restriped with arrows to direct traffic in the area directly south of the proposed three new commercial uses oriented towards Devon Avenue. A Do Not Enter sign shall also be placed on the property in this same area (location to be approved by the Community Development Department) to eliminate any conflict with the vehicular movements on the site;

- H. Enclosures with gates shall be constructed for all dumpsters located on the subject property;
- I. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
- J. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to Community Development for review and approval by the Village Arborist and a bond posted in the approved amount for its future installation;
- K. Landscaping must be installed in accordance with the Landscape Plan approved by Staff within one year of the issuance of a building permit;
- L. If public improvements are required, the Owner/Developer shall execute and deliver to the Village a Public Improvements Completion Agreement, and provide security to guaranty the completion of and full payment for any such public improvements in accordance with the forms therefor set forth in, and as required by, the Bartlett Subdivision & PUD Ordinance.
- M. Lighting must be installed or modified in accordance with the Photometric Plan approved by Staff within one year of the issuance of a building permit.

SECTION NINE: The violation of any of the above conditions shall be cause for the revocation of the approval of the amendment to the Planned Unit Development for the Subject Property, approval of the Third Site/PUD Plan Amendment, and the grant of the Special Use Permits and the Variations approved by this Ordinance.

SECTION TEN: 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 ELEVEN: 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 TWELVE: 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 April, 2019

APPROVED this 2nd day of April, 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 April 2, 2019 and approved on April 2, 2019, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A

Streets of Bartlett (formerly Bartlett Plaza)

Case #19-04

Legal Description:

LOTS 7 TO 16, INCLUSIVE, LOTS 18 TO 32, INCLUSIVE, IN BLOCK 17, AND LOTS 7 TO 32, INCLUSIVE, IN BLOCK 18; TOGETHER WITH THAT PART OF VACATED ELROY AVENUE AND THAT PART OF THE EAST HALF OF VACATED TATGE AVENUE ADJOINING THE ABOVE DESCRIBED PROPERTY, ALL IN H.O. STONE AND COMPANY'S TOWN ADDITION TO BARTLETT, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 35 AND IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1929 AS DOCUMENT 10435526, COOK COUNTY, ILLINOIS.

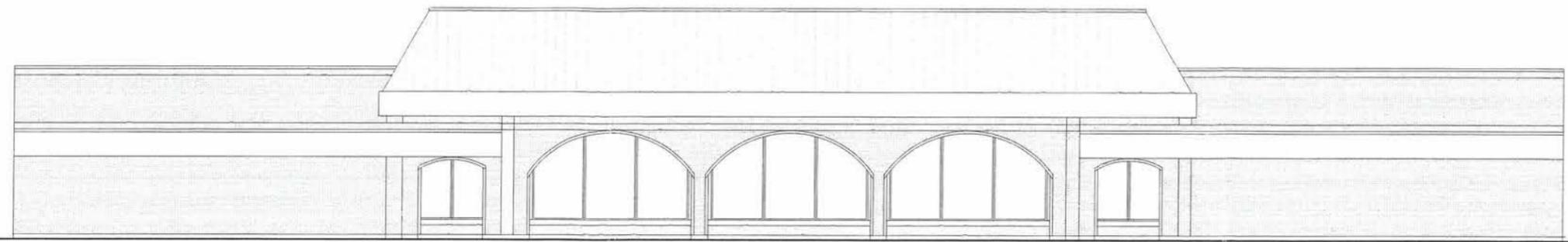
PERMANENT INDEX NUMBERS: 06-35-317-042-0000 (AFFECTS LOTS 7 TO 32 IN BLOCK 18 AND EAST HALF OF VACATED TATGE AVENUE) and 06-35-318-047-0000 (AFFECTS LOTS 7 TO 16 AND LOTS 18 TO 32 IN BLOCK 17).

EXHIBIT C

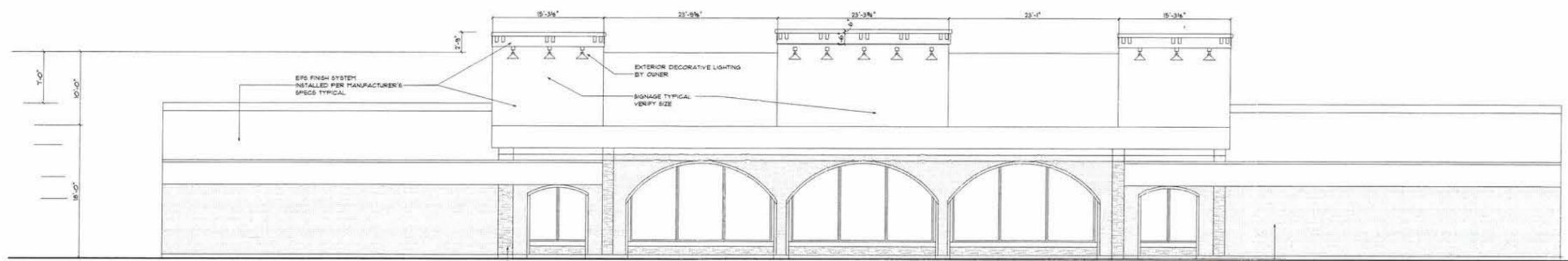
EXTERIOR CANOPY MODIFICATION
399 BARTLETT PLAZA BARTLETT ILLINOIS

ELEVATIONS

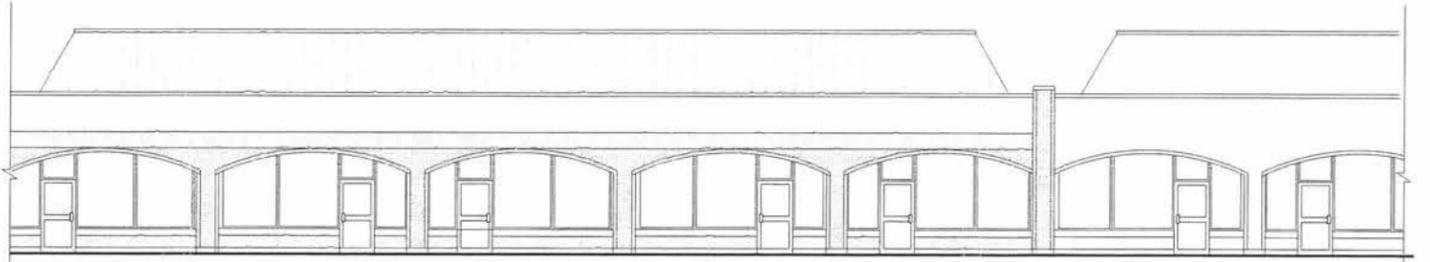
PURNELL ARCHITECTS, INC.
1607 NORTH AVENUE ROUND LAKE BEACH IL
847.989.2172 SHAWN@SHAWNPUENELL.COM



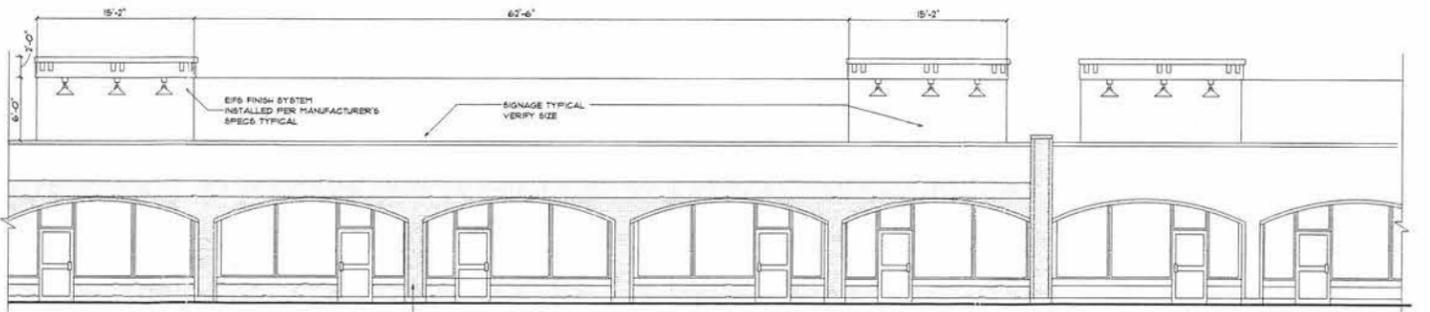
EXISTING WEST ELEVATION
SCALE 1/8" = 1'-0"



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



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



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

SPECIFICATIONS
DIVISION 1 - GENERAL REQUIREMENTS

1. PRIOR TO THE BID AND START OF ANY WORK THE CONTRACTOR(S) SHALL VERIFY ALL GRADES, LEVELS, EXISTING CONDITIONS, AND DIMENSIONS INDICATED ON THE DRAWINGS. ANY DISCREPANCY SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY BEFORE COMMENCING WITH ANY WORK.

2. ALL WORK SHALL COMPLY WITH THE LATEST EDITION OF ALL APPLICABLE NATIONAL AND/OR MUNICIPAL BUILDING CODES AND ORDINANCES. THE CONTRACTOR SHALL PROCURE AND PAY FOR ALL REQUIRED PERMITS AND UTILITY SERVICE CHARGES.

3. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO THE START OF ANY EXCAVATION.

4. SUB CONTRACTORS SHALL LEAVE SITE NEAT & FREE OF DEBRIS AT THE END OF EACH WORK DAY.

5. PLANS AND SPECIFICATIONS: IT IS THE INTENT OF THE PLANS AND SPECIFICATIONS TO PROVIDE FOR A COMPLETE INSTALLATION. EVERYTHING NECESSARY FOR THE COMPLETION AND SUCCESSFUL OPERATION OF THE WORK, WHETHER OR NOT HEREIN EXPLICITLY SPECIFIED OR INDICATED, SHALL BE FURNISHED AND INSTALLED AS IF SO SPECIFIED OR INDICATED. ALL MATERIALS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.

6. THE DRAWINGS ARE DIAGNOSTIC ONLY AND NOT INTENDED TO SHOW EXACT LOCATIONS UNLESS DIMENSIONED. DO NOT SCALE DRAWINGS. CONTRACTORS SHALL VERIFY ALL EXISTING FIELD CONDITIONS, DIMENSIONS, AND LEVELS PRIOR TO THE START OF ANY WORK AND SHALL ADJUST THEIR EQUIPMENT AND RACKWAY LOCATIONS TO AVOID CONFLICTS WITH OTHER CONSTRUCTION OR EQUIPMENT.

7. ALL SUB CONTRACTORS ARE RESPONSIBLE FOR THE COORDINATION OF THEIR WORK WITH ALL OTHER AFFECTED TRADES.

8. NO CONSTRUCTION ADMINISTRATION IS PROVIDED BY THE ARCHITECT.

9. THE ARCHITECT IS NOT RESPONSIBLE FOR THE METHODS OF CONSTRUCTION AND/OR ERRORS AND OMISSIONS WITHIN THE METHODS OF CONSTRUCTION.

10. GENERAL CONTRACTOR SHALL SUPPLY DUMPSTER AND SANITARY FACILITY FOR JOB PERSONNEL AT ALL TIMES.

11. GENERAL CONTRACTOR IS TO MAINTAIN AND CLEAN STREETS IMMEDIATELY THROUGHOUT CONSTRUCTION.

12. DO NOT START WORK IF THE SUB-SURFACES ARE DEFECTIVE. THE COMMENCEMENT OF SUB-CONTRACTOR'S WORK SHALL CONSTITUTE ACCEPTANCE OF SUB-SURFACE.

13. EACH SUB-CONTRACTOR SHALL OBTAIN AND PROVIDE NECESSARY BONDS, PERMITS, AND INSURANCE AS REQUIRED BY THE MUNICIPALITY, COUNTY, STATE OR OTHER AGENCIES HAVING JURISDICTION.

14. CURRENT INSURANCE CERTIFICATES & GENERAL LIABILITY WORKER'S COMPENSATION ETC. MUST BE SUBMITTED TO THE BUILDER BEFORE PROCEEDING WITH ANY WORK.

OVER THESE PLANS AND SPECIFICATIONS IF THERE EXISTS A CONFLICT, THE SUB-CONTRACTOR SHALL NOT CHARGE EXTRA FOR ITEMS NECESSARY TO MEET CODE REQUIREMENTS FOR HIS WORK EVEN IF THE ITEMS WERE NOT CALLED OUT ON THESE PLANS.

15. ALL WORK SHALL BE PERFORMED IN GOOD WORKMANLIKE MANNER. EACH SUB-CONTRACTOR SHALL WARRANT THIS WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF OCCUPANCY PERMIT FROM DEFECTS AND WORKMANSHIP AND REPAIR ANY DEFECTS AT THEIR OWN COST.

16. THE APPROVED SET OF PRINTS, ALONG WITH THE COORDINATING PLAN REVIEW MUST BE KEPT ON-SITE DURING THE COURSE OF CONSTRUCTION. THESE ITEMS MUST BE MADE AVAILABLE TO ALL REPRESENTATIVES OF THE BUILDING DEPARTMENT UPON REQUEST.

DIVISION 2 - EXISTING CONDITIONS
1. FIELD VERIFY ALL EXISTING CONDITIONS INCLUDING LOCATIONS OF ALL UTILITIES.

DIVISION 5 - METALS
1. THE DESIGN FABRICATION & ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE "AMERICAN INSTITUTE OF STEEL CONSTRUCTION" LATEST EDITION FOR A-36 STEEL. STEEL SHALL BE SHOP COATED.

2. REINFORCING BARS SHALL BE ASTM GRADE 40 WITH SPICES TO BE LAPPED 17" MIN.

DIVISION 6 - WOOD, PLASTICS, AND COMPOSITES
1. ALL JOISTS, RAFTERS, BRIDS, AND 1000. STRUCTURAL FRAMING SHALL BE KILN DRIED LUMBER N.O.1. (3000D001E TRIM).
2. ALL WOOD IN CONTACT WITH CONCRETE, CONCRETE BLOCK, OR EARTH SHALL BE WEATHER AND INSECT TREATED.

DIVISION 7 - THERMAL AND MOISTURE PROTECTION
1. PROVIDE FLASHINGS AND FRESHSTOPPING AT ALL FIRE CONDUIT DUCT OPENINGS, OR OTHER PENETRATIONS. PROVIDE FRESHSTOPPING AT ALL PARTING, PARTITIONS, AND CHIMNEY SMOKE SAILS AT THE LEVEL OF EACH FLOOR OR CEILING AND AT ROOF AREAS. PROVIDE ADDITIONAL FRESHSTOPPING AS REQUIRED FOR LOCAL CODES.

2. ALL FLASHINGS AND SHEET METAL WORK SHALL CONFORM TO THE RECOMMENDATIONS OF THE LATEST SPANNA REFERENCE MANUAL FOR INSTALLATION AND SHAPES.

3. ROOFER SHALL INSTALL BABY TUB UNDER TYVEK. URAP.

4. REFER TO TYVEK MANUAL AND INSTALL AIR BARRIER IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS. PROVIDE AIR BARRIER URAP AND BALL HEAD AND JAMB FLASHING AS MANUFACTURED BY TYVEK.

5. PROVIDE SOUND ATTENUATION BLANKETS AT ALL GABTE LINES IN FLOOR AND WALL CAVITIES. PROVIDE SOFT CLOSED CELL FOAM OR DENSE GLASS FIBER SLEEVES NOMINALLY 3" LONG AND 1/2" THICK BETWEEN UNINSULATED PIPES AND HANGERS. THERE SHOULD BE NO DIRECT CONTACT BETWEEN THE PIPING AND STUDS OR DRYWALL.

DIVISION 8 - FINISHES
1. ALL INTERIOR WALLS AT SET LOCATIONS SHALL BE:
DUROCK - OR EQUAL.
2. PROVIDE CONCRETE BACKER BOARD AT ALL AREAS TO RECEIVE TILE FINISH AND INSTALL GREEN BOARD AT SET WALLS FOR PAINT.
3. ALL CERAMIC AND QUARRY TILE TO BE INSTALLED IN THINSET OVER CONCRETE BACKER BOARD.
4. ALL GYPSUM BOARD SURFACES AND PAINTED WOODWORK TO RECEIVE ONE (1) PRIME AND TWO (2) FINISH OIL BASE LATEX PAINT COATS. ALL INTERIOR WOOD TRIM TO BE BACK PRINTED DOORS TO BE PAINTED (SEALE). ALL DOOR, VERIFY FINISH WITH OWNER. PAINT FINISHES: WALLS - EGG-SHELL, CEILING - FLAT, DOORS & TRIM - PEARL. MATERIALS: FRUIT AND LAMBER - OR APPROVED EQUAL. VERIFY FINISHES IN FIELD WITH OWNER. STAINED WOODWORK: TO RECEIVE ONE (1) COAT STAIN AND TWO (2) COATS VARNISH WITH STEEL WOOLING BETWEEN COATS.
5. ALL COLORS, FINISHES, AND MATERIAL SELECTIONS TO BE MADE AND APPROVED BY OWNER.
6. ALL INTERIOR WALL FINISH TO BE 1/2" GYPSUM BOARD.

NOTE: THE FOLLOWING CODES SHALL BE IN EFFECT WITH BARTLETT AMENDMENTS

International Building Code, 2012 Edition (with amendments)

International Mechanical Code, 2012 Edition (with amendments).

International Fuel Gas Code, 2012 Edition (with amendments).

International Energy Conservation Code, 2015 Edition

State of Illinois Amendments

International Fire Code, 2012 Edition (with amendments).

National Electrical Code, 2011 Edition (with amendments).

Illinois Plumbing Code, 2014

Illinois Accessibility Code, Latest Edition

NO CHANGE IN USE OR INTENSITY IS PROPOSED.
NO CHANGE IN AREA OR PARKING CONFIGURATION IS PROPOSED.

ALL INTERIOR FINISHES SHALL HAVE FLAME SPREAD RATING INDICATED AND SUBMITTED TO FIRE DEPARTMENT BY OWNER.
INSTALL SLEEVES FOR LOW VOLTAGE WIRING SYSTEM PER ORD. NO. 2003-16
LOW VOLTAGE SECTION 129 FIRE ALARM SECTION 160 COMMUNICATION SECTION 800
SIGN CIRCUITS MUST HAVE A GREEN GROUNDING CONDUCTOR INSTALLED PER UL 48 & 261
THE MINIMUM SIZE CONDUCTOR FOR COMMERCIAL BRANCH CIRCUIT WIRING MUST BE #12 AWG
INSTALL A GREEN GROUNDING CONDUCTOR IN ALL FLEX

RECEIVED
COMMUNITY DEVELOPMENT

FEB 05 2019

VILLAGE OF
BARTLETT

I hereby certify these plans have been prepared under my direct supervision and control and to the best of my knowledge and belief complies with the building codes of Bartlett, IL.

Shawn Purnell

Shawn Purnell Architect IL Lic. # 001-019645 Expires 11-30-18

SIGNED 10-0-2018





Village of Bartlett
Zoning Board of Appeals Minutes
March 7, 2019

(#19-04) Streets of Bartlett

Variations:

- a) To reduce the number of required parking spaces,
- b) Increase the monument sign area,
- c) Increase monument sign height; and
- d) Reduce the monument sign setbacks

Public Hearing

The following Exhibits were presented:

Exhibit A - Picture of Sign

Exhibit B - Mail Affidavit

Exhibit C - Notification of Publication

Petitioners, **Manny Rafidia, 2 Star Lane, S. Barrington** on behalf of MMAJ, LLC was sworn in by **M. Werden**.

R. Grill stated the Petitioner is proposing to renovate just under 32,000 square feet of the existing building in the former grocery space and create a new 22,000 square foot entertainment center oriented west, towards the parking lot and three new commercial spaces oriented south, towards E. Devon Avenue. The three new tenant spaces will include a 4,000 square foot wine and liquor store, a 3,900 square foot restaurant and 1,300 square foot space for future retail. The Petitioner is requesting a Third Site Plan/PUD Amendment to create a conceptual commercial building pad for a possible grocer or banquet facility and to add parking in the southwest corner of the parcel where grass currently exists. The Petitioner has stated the area for the conceptual commercial building pad will not be subdivided or sold off.

The Petitioner proposes to modify the current shopping center name from the Bartlett Plaza Shopping Center to the Streets of Bartlett.

The proposed renovations include covering the existing metal roofs with a parapet wall that will incorporate varying roof lines and accent lighting on the façade to update the building elevations. The three new commercial spaces facing south will have new windows, doors, a sidewalk and an outside dining area where a brick wall currently exists.

In creating the conceptual commercial building pad, 159 parking spaces would be removed from the existing site. However, by transforming the existing grass area in the southwest corner of the property to parking, approximately 30 parking spaces would be added back to the total number provided. A Variation is requested to reduce the required parking spaces from 525 to 406 spaces (119 spaces). Included in the packet is a summary of the parking numbers. Staff has done some research of the current uses existing in the center along with the proposed uses and have come up with the total required number of parking spaces to be 381. This would be under the 406 spaces even with the variation request. The existing uses as they are today, would require 381 parking stalls. With the variation of 119 spaces being removed, they would have 406 parking stalls.



Village of Bartlett
Zoning Board of Appeals Minutes
March 7, 2019

Access to the site from Main Street, E. Devon Avenue and S. Berneau Avenue would remain the same. Internal circulation would be modified slightly along the south elevation of the new commercial uses where the drive aisle would become one-way in order to accommodate a sidewalk and outdoor seating.

Three additional Variations are being requested for the proposed monument signs:

A 20 square foot increase from the maximum permitted 100 square foot allowable sign area for each monument sign (120 square feet);

A 2 foot increase in the maximum permitted 10' height to allow both monument signs to be 12' in height and;

A 2 foot reduction in the required 5 foot setback along E. Devon Avenue. Staff is working with the Petitioner to ensure the sign locations will be safe and provide clear visibility.

The Petitioner is requesting the following Special Use Permits for the subject property in its entirety:

Package liquor sales (excluding within 100' of a school);

Serving alcohol including wine tastings (excluding within 100' of a school);

Recreation and amusement establishments;

Live entertainment;

banquet hall facility;

outdoor seating and;

pet daycare (kennel).

The Petitioner is requesting a Special Use Permit for package liquor sales to open an Armanetti Wine and Spirits. Armanetti's will primarily sell wine (approximately 70% of the sales) and also serve alcohol with wine tastings taking place at this location. The area designated for beer and liquor sales is substantially smaller than the area devoted to selling wine. As part of the proposed Fire and Ice Restaurant, the Petitioner is requesting a Special Use Permit to serve alcohol. This restaurant would have a full kitchen and include video gaming. The Petitioner also requests to have live entertainment in the restaurant.

The State Law requires video gaming establishments to be a minimum of 100 feet from any school or place of worship. There are no schools or places of worship within 100 feet of this proposed restaurant. (The Kripa Montessori School is located 200 feet north of this proposed restaurant location.)

The Petitioner is requesting a Special Use Permit for a 22,000 square foot recreation and amusement establishment. This establishment will be family friendly and catered toward children's activities including roller coasters, a trampoline park, jungle gym and other child friendly amusements. This area will be connected to the restaurant in order to provide food and alcohol to the adult patrons of the amusement establishment.

The Petitioner is requesting a Special Use Permit to allow outdoor seating for the entire shopping center in front of any of the commercial spaces, if the future tenant so chooses. A perimeter fence around the outdoor seating area will be required if alcohol is to be served outside.

The Petitioner is requesting Special Use Permits for a banquet hall facility and pet daycare (kennel). These uses are not currently proposed but the Petitioner is requesting the Special Use Permits to have the option to attract these uses to fill any vacancies. A detailed review of these uses would be required by the Staff at building permit submittal (i.e. parking, pet elimination area, etc.)



Village of Bartlett
Zoning Board of Appeals Minutes
March 7, 2019

As part of the redevelopment improvements for the shopping center the Petitioner proposes to replace the existing parking lot lights with the downtown light fixtures to tie this center to the existing downtown improvements. This is something staff has requested of the Petitioner and they have agreed to do so.

A Site Plan will be required to be submitted for the commercial building pad once additional details are finalized for its development. If there are no additional special use(s) and/or variations(s) being requested this will be reviewed as an Administrative Site Plan review and will be submitted directly as a building permit application.

Landscape and Photometric Plans are currently being reviewed by the Staff.

M. Werden stated he was glad to see a project coming into the Village that will not tear down the shopping center or destroy what was originally Gorski's food store. The store was built with beautiful brick that wasn't common in many other shopping centers. Years ago there was beautiful landscaping and he hopes this will be the case again. **M. Werden** stated he was glad to see the petitioners have agreed to have the same lighting fixtures that are in that part of town.

G. Koziol stated he was glad to see the shopping center come back to life. Hopefully this will be a unique destination for people to visit because Bartlett has what other communities do not.

J. Banno stated he was glad to see that something is being proposed however, he had an issue with the monument sign variation request and he believes this will impact safety. Also, putting off to the parking issues to the future, he believes there isn't sufficient parking.

B. Bucaro stated he agreed with **G. Koziol** that this is a unique concept in an area that needs some development. Overall he thinks the project is a good thing but the parking may be an issue if another building goes up. **R. Grill** stated the parking will be re-evaluated when they apply for a building permit. If this would need a variation it will come back to this board for that request. Until we know what will be built its difficult to calculate parking.

M. Werden asked if the parking variation request will meet the requirement what is being proposed tonight. **R. Grill** stated yes. **G. Koziol** stated he was comfortable with numbers that staff has given along with a few more spaces than are actually required. Looking at the different uses of the space, they will not be maxed out all at one time. The concept of shared parking is a good workable idea.

M. Werden stated **J. Banno** had a valid point regarding the variation on the sign. There are several tenants in the shopping center, more than anyone has nearby. He wasn't sure what an alternative might be. **R. Grill** stated the sign that was original proposed was quite a bit larger and taller. The petitioner has worked really well with staff to modify the sign in height and size. On the suggestion from staff the petitioner has put in the brick base and the surrounding brick to make it architecturally compliment the Shopping Center. The petitioner has done everything that staff has asked him to do in regards to the signage. **B. Bucaro** asked if staff would be involved in the placement/location of the sign. **R. Grill** stated absolutely. The exact placement has not been determined because staff wants to make sure it will not obstruct vision, curb cuts and that it is set back far enough.

The Public Hearing portion of the meeting was open to the Public.



Village of Bartlett
Zoning Board of Appeals Minutes
March 7, 2019

Joseph Kellar, 860 Middleton Lane, stated he frequents the Shopping Center and has noticed the hedge along the sidewalk (near CVS) is very large and makes it difficult to exit and see if anyone is on the sidewalk. This also makes it difficult for bike riders.

R. Grill asked the petitioner, **M. Rafidia** if he had any comments for the board. **M. Rafidia** stated he just wanted to say he was very happy to be part of this development and hopes he can achieve the goals of helping the community, and to make this profitable as a businessman. **M. Rafidia** stated he is willing to listen to any recommendations that are offered and try and work with them.

M. Werden stated at one time there was hope that a TIF District might happen however the other TIF District never came to being. This is a wonderful idea to keep the shopping center from being altered or torn down. **G. Koziol** stated he was part of the TOD group which was the downtown development plan. There was discussion on what could happen to this plaza and he thinks this is a great way to focus on the south end of downtown. **G. Koziol** wished **M. Rafidia** the best in his new venture.

M. Werden asked for a motion.

G. Koziol made a motion to pass along a positive recommendation to the Village Board to approve Case #19-04, The Streets of Bartlett.

M. Werden closed the Public Hearing portion of the meeting.

Motioned by: **G. Koziol**
Seconded by: **L. Hanson**

Roll Call

Ayes: **M. Werden, G. Koziol, B. Bucaro, J. Rasmussen and L. Hanson**

Nays: **J. Banno**

The motion carried.

M. Werden advised the Petitioner to stay in touch with **R. Grill** as to when this case will be on the Village Board agenda.



Village of Bartlett
Zoning Board of Appeals Minutes
March 7, 2019

Old Business/ New Business

R. Grill stated she wasn't sure if there will be a meeting next month.

M. Werden asked if there was a motion to adjourn.

Motioned by: J. Banno

Seconded by: L. Hanson

All in favor.

Motion Carried.

The meeting was adjourned at 7:45 P.M.



Village of Bartlett
Plan Commission Meeting Minutes
March 14, 2019

(#19-04) Streets of Bartlett

Third Site Plan/PUD Amendment

Special Use Permits:

- a) Package liquor sales,
- b) Serving alcohol, including wine tastings,
- c) Recreation and amusement establishments,
- d) Live entertainment,
- e) Banquet hall facility,
- f) Outdoor seating, and
- g) Pet daycare (kennel)

Exhibit A - Picture of Sign

Exhibit B - Mail Affidavit

Exhibit C - Notification of Public Hearing Notice in Newspaper

Petitioner: Manny Rafidia of 2 Star Lane, S. Barrington, IL was sworn in by **J. Lemberg**.

R. Grill stated the Petitioner is proposing to renovate 31,860 square feet of the existing building in the former grocery space and create a new 22,425 square foot entertainment center oriented west, towards the parking lot and three new commercial spaces oriented south, towards E. Devon Avenue. The three new tenant spaces will include a 4,150 square foot wine and liquor store (Armanetti's Wine and Spirits), a 3,900 square foot restaurant (Fire & Ice) and 1,385 square foot space for future retail. The Petitioner is requesting a Third Site Plan/PUD Amendment to create a conceptual commercial building pad for a possible grocer or banquet facility and to add parking in the southwest corner of the parcel where grass currently exists. The Petitioner has stated the area for the conceptual commercial building pad will not be subdivided or sold off.

The Petitioner proposes to modify the current shopping center name from the Bartlett Plaza Shopping Center to the Streets of Bartlett.

The proposed renovations include covering the existing metal roofs with a parapet wall that will incorporate varying roof lines and accent lighting on the façade to update the building elevations. The three new commercial spaces facing south will have new windows, doors, a sidewalk and an outside dining area where a brick wall currently exists.

In creating the conceptual commercial building pad, 159 parking spaces would be removed from the existing site. However, by transforming the existing grass area in the southwest corner of the property to parking, approximately 30 parking spaces would be added back to the total number provided. A Variation is requested to reduce the required parking spaces from 525 to 406 spaces (119 spaces). A summary of the parking spaces provided on the site and those required in accordance with the Zoning Ordinance is in the outlined memo.

To serve the current and future tenants 381 parking stalls are required to meet the Zoning Ordinance requirement (not including the conceptual commercial building pad); with 406 parking stalls proposed for the site. When the commercial building plans are submitted for review, parking requirements would be evaluated at that time.



Village of Bartlett
Plan Commission Meeting Minutes
March 14, 2019

Access to the site from Main Street, E. Devon Avenue and S. Berteau Avenue would remain the same. Internal circulation would be modified slightly along the south elevation of the new commercial uses where the drive aisle would become one-way in order to accommodate a sidewalk and outdoor seating.

Three additional Variations are being requested for the proposed monument signs:
A 20 square foot increase from the maximum permitted 100 square foot allowable sign area for each monument sign (120 square feet),

A 2 foot increase in the maximum permitted 10' height to allow both monument signs to be 12' in height, and

A 2 foot reduction in the required 5 foot setback along E. Devon Avenue.

(Staff will work with the Petitioner to ensure the sign locations will be safe and clear visibility will be provided.) The Variation requests were discussed by the Zoning Board of Appeals at their meeting on March 7, 2019 and all were recommended for approval.

The Petitioner is requesting the following Special Use Permits for the subject property in its entirety: Package liquor sales (excluding within 100' of a school), serving alcohol including wine tastings (excluding within 100' of a school), recreation and amusement establishments, live entertainment, banquet hall facility, outdoor seating, and pet daycare (kennel)

The Petitioner is requesting a Special Use Permit for package liquor sales to open an Armanetti Wine and Spirits. Armanetti's will primarily sell wine (approximately 70% of the sales) and also serve alcohol with wine tastings taking place at this location. The area designated for beer and liquor sales is substantially smaller than the area devoted to selling wine.

As part of the proposed Fire and Ice Restaurant, the Petitioner is requesting a Special Use Permit to serve alcohol. This restaurant would have a full kitchen and include video gaming. The Petitioner also requests to have live entertainment in the restaurant.

The State Law requires video gaming establishments to be a minimum of 100 feet from any school or place of worship. There are no schools or places of worship within 100 feet of this proposed restaurant. The Kripa Montessori School is located 200 feet north of this proposed restaurant location.

The Petitioner is requesting a Special Use Permit for a 22,425 square foot recreation and amusement establishment. This establishment will be family friendly and catered toward children's activities including roller coasters, a trampoline park, jungle gym and other child friendly amusements. This area will be connected to the restaurant in order to provide food and alcohol to the adult patrons of the amusement establishment.

The Petitioner is requesting a Special Use Permit to allow outdoor seating for the entire shopping center in front of any of the commercial spaces, if the future tenant so chooses. A perimeter fence around the outdoor seating area will be required if alcohol is to be served outside.

The Petitioner is requesting Special Use Permits for a banquet hall facility and pet daycare (kennel). These uses are not currently proposed but the Petitioner is requesting the Special Use Permits to have



Village of Bartlett
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the option to attract these uses to fill any vacancies. A detailed review of these uses would be required by the Staff at building permit submittal (i.e. parking, pet elimination area, etc.)

As part of the redevelopment improvements for the shopping center the Petitioner proposes to replace the existing parking lot lights with the downtown light fixtures to tie this center to the existing downtown improvements. This was a request from the Staff and the Petitioner has agreed to incorporate the downtown lights.

A Site Plan will be required to be submitted for the commercial building pad once additional details are finalized for its development. If there are no additional special use(s) and/or variations(s) being requested this will be reviewed as an Administrative Site Plan review and will be submitted directly as a building permit application.

Landscape and Photometric plans are currently being reviewed by the Staff.

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

J. Lemberg asked the Petitioner if there was anything he wanted to add to **R. Grill's** comments. **M. Rafidia** stated he had nothing to add, **R. Grill** did a great job explaining his proposed plan.

A. Hopkins stated he didn't think the smaller businesses would have adequate parking by removing 159 parking spaces. **R. Grill** stated by transforming the existing grass area in the southwest corner of the property to parking, approximately 30 parking spaces would be added back to the total number provided. To serve the current and future tenants 381 parking stalls are required to meet the Zoning Ordinance and 406 parking stalls are proposed for the site. **A. Hopkins** stated he would like to see the parking issue come back to the Plan Commission once the building plans are submitted. **M. Rafidia** stated that there will still be all of the parking spaces available along the south property line.

D. Gunsteen stated he welcomed the idea of bringing new life back into the south end of town. He also mentioned he liked the name change from Bartlett Plaza to Streets of Bartlett. **A. Hopkins** stated he liked the name change as well. **D. Gunsteen** asked if the tenants have been asked about the name change. **M. Rafidia** said he does not have the authority to because he is not the owner yet.

M. Rafidia stated he has five commercial properties in Arlington Heights, Palatine, Montgomery, Roselle, 2 in Addison and a medical building in Schaumburg that are similar to this project that have 100% occupancy. He makes his properties his priority and keeps them all well maintained. **A. Hopkins** asked if the area near Pasta Mia will be redone. **M. Rafidia** stated the whole center will have a new façade. He stated he does things differently by remodeling a space before he gets a tenant and doesn't wait until the space has been rented.

J. Lemberg asked **M. Rafidia** what kind of amusements. **M. Rafidia** stated similar to the Dino Rex concept with 2 rides, trampolines. This would be for toddlers and children up to 12 years old, a restaurant with a bar proposed for the adults.

The layout of the entertainment uses was discussed.

J. Lemberg asked if any members had any questions or comments. No one came forward.



**Village of Bartlett
Plan Commission Meeting Minutes
March 14, 2019**

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: J. Kallas

A. Hopkins asked if his parking concerns should be part of the motion. **R. Grill** stated if the proposed site plan needs a variation or Special Use it would come back to the Plan Commission for review. If it meets the code, it would be able to go through the Administrative Site Plan Review process. Staff would look at the required parking at that time. **R. Grill** also mentioned the site will be under one ownership and shared parking will come into play on the site. Different uses will also have different hours of operation.

A. Hopkins asked about the business hours of various businesses, the parking may become a concern when a commercial building is built. **R. Grill** stated without knowing the tenant for this commercial property we cannot truly know what the parking requirement will be.

Roll Call

Ayes: J. Miaso, J. Allen, J. Lemberg, J. Kallas, D. Gunsteen & A. Hopkins

Nays: None

The motion carried.

MMAJ, LLC
PO Box 315
Itasca, IL 60143
Direct Dial: (847) 921-9200

February 11, 2019

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

Re: 114-399 Bartlett Plaza, Bartlett, IL 60103
Development Applications

Dear Village President and Board Members:

I would like to humbly ask the Village President and Board to work with me on achieving the approval for the requests outlined below in order for me to make this deal economically feasible to move forward with the purchase of the Bartlett Plaza. I am approaching the time to finalize this deal and I wanted to be able to obtain something in writing from the Village approving these requests before I finalize. I understand that there is a process that we have to go through in order to get certain special uses and certain requests and by no means am I trying to pressure the Village President or Board but it is so imperative that I am able to achieve the goal to move forward with closing this deal. My requests are as followed.

- A relief on all the permit fees for the improvements and support from the Village for Cook County to give us relief on the Property Taxes.
- Relief on tapping fees for utilities, water/sewer, electric, gas.
- Approval of two (2) new pylon signs.
- In the event we build a 20,000 square foot building on the property, I would request the future users, for either a grocer or banquet hall, be pre-zoned.
- I am requesting to change the name of the Shopping Center to "Streets of Bartlett".
- Interior building alterations.
- Landscaping upgrades.
- Special uses to include:
 - Liquor Sales
 - Wine Tasting
 - Restaurant Serving Liquor
 - Restaurant with Video Gaming
 - Entertainment Center
 - Live Entertainment
 - Banquet Hall Facility
 - Outdoor Seating
 - Pet Daycare

MMAJ, LLC

PO Box 315

Itasca, IL 60143

Direct Dial: (847) 921-9200

I would like to be able to put in the Center 1) Armanetti Wine & Spirits and 2) Food Establishment containing Woodfire Pizza, soft serve ice cream, small bar and gaming café. I have already received executed leases from these users, contingent upon Village approval. I am asking the Board to approve these uses. My intention is to work with the Village Board and the Community to make the utmost result that lead to a successful and improved Shopping Center. As I previously explained, I bring tenants from my pool of tenants that I currently have in my other shopping centers, these tenants have proven to improve the look of the shopping center and do not cause any distractions to the neighborhood and serve the needs of the community.

Your consideration is greatly appreciated and I look forward to working with the Village of Bartlett. Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Manny Rafidia', with a stylized flourish at the end.

Manny Rafidia
(847) 921-9200



VILLAGE OF BARTLETT DEVELOPMENT APPLICATION

For Office Use Only
Case # 19-04
(Village Stamp)
RECEIVED
COMMUNITY DEVELOPMENT
FEB 26 2019

PROJECT NAME 114-399 BARTLETT PLAZA

PETITIONER INFORMATION (PRIMARY CONTACT)

Name: MANNY RAFIDIA

Street Address: [REDACTED]

City, State: ITASCA, IL

Zip Code: 60143

Email Address: [REDACTED]

Phone Number: [REDACTED]

Preferred Method to be contacted: Email

PROPERTY OWNER INFORMATION

Name: Bartlett Plaza Properties LLC

Street Address: [REDACTED]

City, State: Bartlett, Illinois

Zip Code: 60103

Phone Number: [REDACTED]

OWNER'S SIGNATURE: Andrew Garski **Date:** Feb. 26, 2019
(OWNER'S SIGNATURE IS REQUIRED or A LETTER AUTHORIZING THE PETITION SUBMITTAL.)

ACTION REQUESTED (Please check all that apply)

- Annexation
 - PUD (preliminary)
 - PUD (final)
 - Subdivision (preliminary)
 - Subdivision (final)
 - Site Plan (please describe use: commercial, industrial, square footage): _____
 - Unified Business Center Sign Plan
 - Other (please describe) SITE PLAN AMENDMENT/PUD AMENDMENT
- Text Amendment
 - Rezoning See Dropdown to See Dropdown
 - Special Use for: SEE ATTACHED
 - Variation: _____

SIGN PLAN REQUIRED? Yes

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

PROPERTY INFORMATION

Common Address/General Location of Property: 114-399 BARTLETT PLAZA

Property Index Number ("Tax PIN"/"Parcel ID"): 06-35-317-042-0000 & 06-35-318-047-0000

Zoning: Existing: B-3 PUD **Land Use:** Existing: See Dropdown
(Refer to Official Zoning Map)
Proposed: See Dropdown Proposed: See Dropdown

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

Acreage: 9.79

For PUD's and Subdivisions:

No. of Lots/Units: _____
Minimum Lot: Area _____ Width _____ Depth _____
Average Lot: Area _____ Width _____ Depth _____

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

Attorney FIELD & GOLDBERG, LLC - JAY GOLDBERG
10 S. LASALLE ST., SUITE 2910 - CHICAGO, IL 60603
(312) 408-7271 / JGOLDBERG@FIELDANDGOLDBERG.COM

Engineer INFRALAND CONSULTING, LLC
PO BOX 503 - SPRING GROVE, IL 60081
(847) 838-8835 / MILEST@INFRALAND.COM

Other PURNELL ARCHITECTS, INC. - SHAWN PURNELL
1607 NORTH AVE. - ROUND LAKE BEACH, IL
(847) 989-2772 / stp.architecture@gmail.com

FINDINGS OF FACT FOR PLANNED UNIT DEVELOPMENTS

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

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

1. The proposed Planned Unit Development is desirable to provide a mix of uses which are in the interest of public convenience and will contribute to the general welfare of the community.

Yes, the main objective of the PUD Amendment is to upgrade this property to become a more desirable destination for the community to shop at a new, modern center and also attractive for tenants to come in and become a part of the uses.

2. The Planned Unit Development 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.

No, the uses intended are all moral and will be attractive to the local community.

3. The Planned Unit Development shall conform to the regulations and conditions specified in the Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

Yes, all intended uses shall comply with the regulations and conditions specified by the Village of Bartlett and all governmental authorities.

4. The proposed uses conform to the Comprehensive Plan and the general planning policies of the Village for this parcel.

Agree.

5. Each of the proposed uses is a permitted or special use in the district or districts in which the Planned Unit Development would be located.

Agree.

6. The Planned Unit Development is designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected.

Agree, the Planned Unit Development will be designed, located, operated and maintained so the public health, safety and welfare will not be endangered or detrimentally affected.

7. It shall not substantially lessen or impede the suitability for permitted use and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity.

Agree.

8. Impact donations shall be paid to the Village in accordance with all applicable Village ordinances in effect at the time of approval.

9. The plans provide adequate utilities, drainage and other necessary facilities.

The plans do provide adequate utilities, drainage and other necessary facilities.

10. The plans provide adequate parking and ingress and egress and are so designed as to minimize traffic congestion and hazards in the public streets.

The plans do provide adequate parking and ingress and egress and are designed to minimize traffic congestion and hazards in the public streets.

11. The plans have adequate site area, which area may be greater than the minimum in the district in which the proposed site is located, and other buffering features to protect uses within the development and on surrounding properties.

Agree.

12. There is reasonable assurance that, if authorized, the PUD will be completed according to schedule and adequately maintained.

The PUD will be completed according to schedule and adequately maintained.

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.

The proposed use(s) requested will be desirable to provide a service/facility which is in the interest of public convenience and will contribute to the general welfare of the community.

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.

The proposed use(s) requested will not be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to the property value.

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.

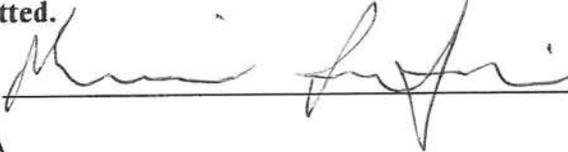
The proposed use(s) requested shall conform to all regulations, conditions, stipulations and conditions made by the authorized parties.

ACKNOWLEDGEMENT

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

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

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

SIGNATURE OF PETITIONER:  _____

PRINT NAME: MANNY RAFIDIA _____

DATE: JANUARY 31, 2019 _____

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: REFER TO #6 UNDER OTHER ACTION REQUEST. _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL: _____

SIGNATURE: _____

DATE: _____

ZONING/LOCATION MAP

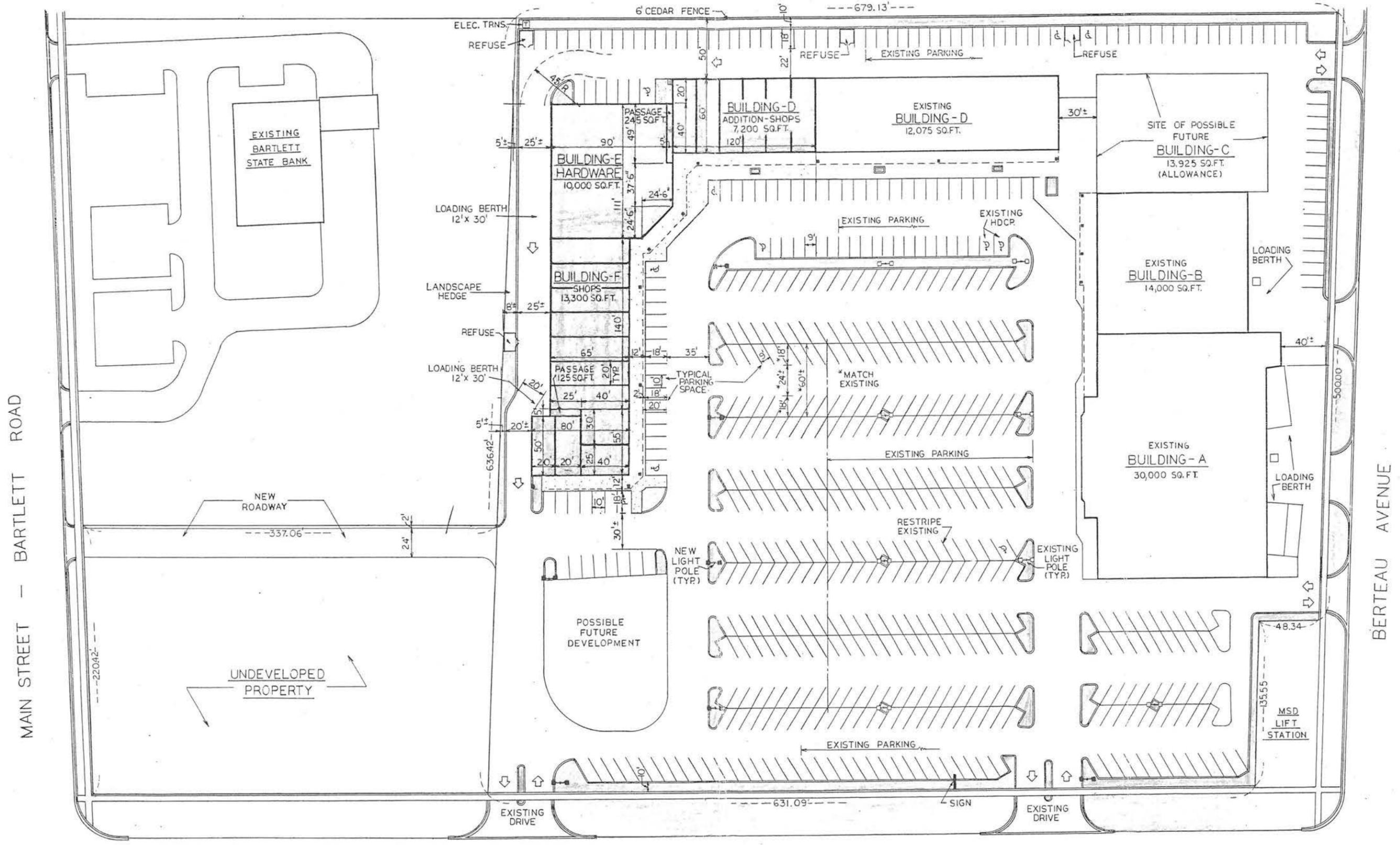
PINS :06-35-317-042 & 06-35-318-047

Case #19-04 - Streets of Bartlett

Site Plan/PUD Amendment, Special Uses, and Variations



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

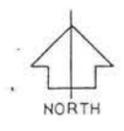
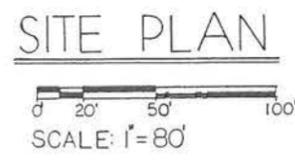


1988 SITE PLAN

PARKING --- 567
 F.A.R. --- .25
 ZONING --- B3

STATISTICS (APPROX.)

LAND AREA	424,900 SQ.FT.
BUILDING AREA	
EXISTING BUILDING-A,B,D	56,075 SQ.FT.
BUILDING-C (ALLOWANCE)	13,925 " "
BUILDING-D (ADDITION)	7,200 " "
BUILDING-E	10,000 " "
PASSAGES	370 " "
BUILDING-F	13,300 " "
POSSIBLE ADDITIONAL BUILDING (FUTURE DEVELOPMENT)	4,130 " "
TOTAL	105,000 SQ.FT.



PHASE-3 ADDITION
 BARTLETT PLAZA SHOPPING CENTER
 BARTLETT, ILLINIOS
 JAMES MILTON RAY - ASSOC., ARCHITECT
 JULY 22, 1987
 AUGUST 12, 1987

EXISTING ELEVATION





RENDERINGS

RECEIVED
COMMUNITY DEVELOPMENT

FEB 05 2019

VILLAGE OF
BARTON

STREETS OF BARTLETT

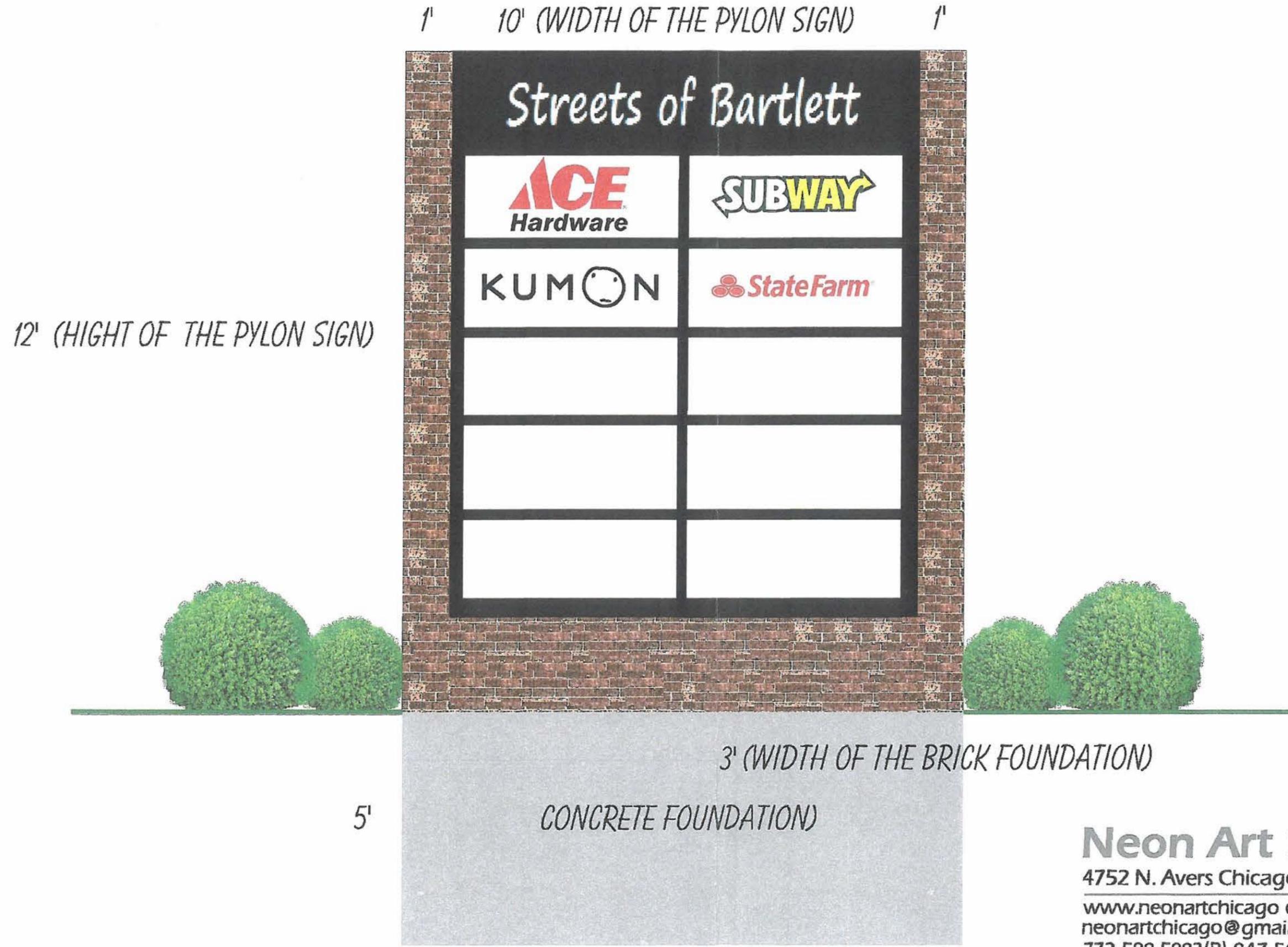


RECEIVED
COMMUNITY DEVELOPMENT

FEB 05 2019

VILLAGE OF
BARTLETT

PYLON SIGN



Neon Art Sign
4752 N. Avers Chicago Il 60625
www.neonartchicago.com
neonartchicago@gmail.com
773-588-5883(B) 847-508-9907 (C)

RECEIVED
COMMUNITY DEVELOPMENT
FEB 05 2019
VILLAGE OF
BARTLETT

Village of Bartlett

Finance Department Memo

2019 - 05

DATE: March 25, 2019

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: 2019/20 Budget Approval

The Village Board reviewed the fiscal year 2019/20 budget at the March 5th and March 19th Finance Committee meetings. The following adjustments were made to the proposed budget:

1. Administration Department: Community Relations – total civic funding for the year will equal last year's amount of \$23,475 of which \$1,173 will be granted to the Veterans Memorial Foundation.
2. Professional Services: Engineering Services – increased by \$100,000 for a feasibility study of the West Bartlett Road grade separation.
3. Police Department: Capital Outlay - increased by \$13,440 for ballistic helmets for each officer to be funded by equitable sharing funds.
4. Streets Department: Grounds Maintenance Materials – increased by \$10,000 for hanging flower baskets.

Equitable Sharing Funds

Federal law authorizes the Attorney General and Secretary of the Treasury to share federally forfeited property with participating state and local law enforcement agencies. Since the department has an officer assigned to a DEA task force, it receives a percentage of eligible seizures of funds, called equitable sharing funds. These funds must be kept in their own finance account and used in accordance with guidelines established by the U.S. Department of Justice and U.S. Department of the Treasury. They must be used for law enforcement purposes only and must directly supplement the appropriated resources of the recipient law enforcement agency. The police department's budget includes \$80,640 of equitable sharing funds to be used for equipment purchases and law enforcement training, which the equitable sharing program specifies as permissible uses of funds.

Purchases in fiscal year 2019/20 budget with Equitable Sharing Funds:

1. 56 Ballistic Helmets - \$13,440
2. 1 Speed Trailer with Message Board - \$7,000
3. 1 Livescan Fingerprint System for Interview Room - \$9,000
4. 1 Microfiche/Microfilm Machine - \$12,700
5. 1 Drone - \$19,000
6. Senior Management Institute for Police (2 Command Staff) - \$19,500

Attached is the budget resolution to adopt the FY 2019/20 budget. A Public Hearing will be conducted on April 2nd, 2019. Budgeted expenditures total \$76,174,619.

MOTION: I move to approve Resolution 2019-_____, a resolution adopting the Fiscal Year 2019/20 Budget in the amount of \$76,174,619.

RESOLUTION 2019- -R

**A RESOLUTION ADOPTING THE VILLAGE OF BARTLETT BUDGET
FOR FISCAL YEAR 2019/2020**

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

SECTION ONE: That the Budget for the Village of Bartlett for the Fiscal Year beginning May 1, 2019 and ending April 30, 2020 is hereby adopted in the aggregate sum of \$76,174,619 after a Public Hearing was held on April 2, 2019, pursuant to a notice published in the Daily Herald on March 13, 2019.

SECTION TWO: That this Resolution shall take effect and full force immediately upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 2, 2019

APPROVED: April 2, 2019

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

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

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

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name Heritage Oaks Tree Preservation Tree Removal Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

A request to allow for the removal of two (2) dangerous trees in the Heritage Oaks Tree Preservation Easement at 321 S. Oak Avenue.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, letter of request, photo of dead trees, location map.

ACTION REQUESTED

- For Discussion only
- Resolution: Move to approve Resolution #2019-_____ A Resolution Approving the Removal of Dangerous Trees in the Heritage Oaks Tree Preservation Easement at 341 S. Hickory Avenue.
- Ordinance
- Motion

Staff: Sarah Christensen, Village Forester

Date: 3/14/2019

Memo

To: Daniel Dinges, Director of Public Works
From: Sarah Christensen, Village Forester
Subject: Heritage Oaks - Removal of dangerous trees at 321 S Oak Avenue
Date: March 14, 2019

In 1978, the Village of Bartlett and Town and Country Builders entered into an Agreement in connection with the development of the Heritage Oaks Subdivision. As part of the Agreement the developers recorded a Tree Preservation and Drainage Easement in a covenant running with the land. The Tree Preservation and Drainage Easement was recorded in 1978 and 1979 and restricted the ability of future property owners to remove any dead trees or branches within the easement without the approval, by resolution, of the Village Board.

Lynn Gustafson, the owner of 321 S. Oak Avenue, has two (2) dead trees within the Tree Preservation easement on her lot. She is requesting permission to remove the dangerous trees located within the fifty (50) foot Tree Preservation Easement. I inspected the trees on February 26, 2019 and determined that both trees have severe decay in their trunks and represent an imminent hazard that should be removed as soon as possible (see attached pictures).

Mrs. Gustafson has submitted a letter of request to remove the dead trees (see attached). Also, attached for your review are pictures of the dead trees, a map showing the location of the subdivision lot, and a resolution for the Village Board to vote upon.

RESOLUTION 2019-

A RESOLUTION APPROVING THE REMOVAL OF DANGEROUS TREES IN THE HERITAGE OAKS TREE PRESERVATION EASEMENT AT 321 S. OAK AVE.

WHEREAS, Lynn Gustafson (the "Owner") of the property at 321 S. Oak Avenue (the "Property") has petitioned the Village of Bartlett to allow for the removal of two (2) hazardous trees within the recorded Tree Preservation Easement on the Property, and

WHEREAS, the Village Forester has inspected the trees on the property and found that the trees are dangerous and has recommended its removal in the interest of public health, safety and welfare.

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

SECTION ONE: That in the interest of the public health, safety and welfare the dead tree located in the Tree Preservation Easement on Lot 60 in the Heritage Oaks Unit 1 Subdivision, 321 S. Western Avenue may be removed by the owner or their contractor.

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

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

SECTION FOUR: EFFECTIVE DATE. This Resolution shall be in full force and

effect after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED this 2nd day of April, 2019

APPROVED this 2nd day of April, 2019

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, Lorna Giless, 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 April 2, 2019 and approved on April 2, 2019 as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

2-26-19

To: Sarah Christensen
Re: Tree Removal

We will be having the tree service remove two trees from our property today. As our message to you in regards to the two trees, the service have stated both are dangerous to remain, and should be removed as soon as possible.

We appreciate your time,

Jeff & Lynn Gustafson
321 S. Oak Ave.

Bartlett, IL 60103



Village of Bartlett

LOCATION MAP

321 S. Oak Ave,
PIN 06-34-414-060



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES
USDA, USGS, AeroGRID, IGN, and the GIS User Community





Agenda Item Executive Summary

Item Name: 2019 Village Hall Parking Lot Resurfacing Project
Committee or Board: Village Board

BUDGET IMPACT

Amount:	\$ 92,000.00	Budgeted	\$ 120,000.00
List what fund	General Fund		

EXECUTIVE SUMMARY

On February 28, 2019 a *Notice to Bidders* was published in the IDOT Bulletin and the Village web site soliciting bids for the Village Hall Resurfacing Project. The work consist of the resurfacing over existing HMA pavement of three parking lots. These are three individual parking lots that will require that only one lot be under construction at a time. The work shall include milling, patching, earth excavation, aggregate base, binder course, surface course and pavement marking. Bids were due no later than March 15, 2019 at 10:10 AM., thirteen bid packets were returned. The bids range from a high of \$128,537.50 to the low of \$92,000.00

Chicagoland Paving Contractors Inc. submitted the low bid of \$92,000.00 for this project. Chicagoland Paving Contractors has worked for the Village in the past with very good results. We feel they can adequately perform this work. I have attached a bid tally sheet for your review. The budget amount from the capital budget is \$120,000.00 that will be used to pay for this project. The remaining money will be returned to the general fund to be used at a later date.

ATTACHMENTS (PLEASE LIST)

Memo, Bid Tab, Resolution, Agreement

ACTION REQUESTED

For Discussion Only _____

Resolution X

Ordinance _____

Motion: **I MOVE THE VILLAGE BOARD AWARD THE BID FOR THE VILLAGE HALL**

PARKING LOT RESURFACING PROJECT TO CHICAGOLAND PAVING CONTRACTORS OF LAKE ZURICH, IL IN THE AMOUNT OF \$ 92,000.00.

Staff: Bob Allen
Village Engineer

Date: April 2, 2019

MEMO

Date: March 21, 2019

To: Paula Schumacher, Village Administrator

From: Dan Dinges, Public Works Director

Re: *Village Hall Parking Lot Resurfacing Project Bid Opening*

On February 28, 2019 a *Notice to Bidders* was published in the IDOT Bulletin and the Village web-site soliciting bids for the Village Hall Resurfacing Project. The work consist of the resurfacing over existing HMA pavement of three parking lots. These are three individual parking lots that will require that only one lot be under construction at a time. The work shall include milling, patching, earth excavation, aggregate base, binder course, surface course and pavement marking.

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The budget amount from the capital budget is \$120,000.00 that will be used to pay for this project. The remaining money will be returned to the general fund to be used at a later date.

Based upon the bids submitted, I recommend the bid be awarded to Chicagoland Paving Contractors Please place this on the next available Board Agenda.

Motion

I move the Village Board award the bid for the
Village Hall Parking Lot Resurfacing Project to
Chicagoland Paving Contractors of Lake Zurich, Illinois
in the amount of \$92,000.00

RESOLUTION 2019 - _____

**A RESOLUTION APPROVING OF
THE VILLAGE HALL PARKING LOT RESURFACING
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT
AND CHICAGOLAND PAVING CONTRACTORS INC.**

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

SECTION ONE: The Village Hall Parking Lot Resurfacing Agreement dated April 2, 2019, between Chicagoland Paving Contractors Inc. and the Village of Bartlett, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 2, 2019

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

Lorna Giles, Village Clerk

VILLAGE HALL PARKING LOT RESURFACING PROJECT AGREEMENT

This Village Hall Parking Lot Resurfacing Agreement (the "Agreement") is entered this 2nd day of April, 2019, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Chicagoland Paving Contractors Inc. (the "Contractor") (collectively, the "Parties").

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **Project Work:**

A. The improvements consist of the resurfacing over existing HMA pavement of three parking lots. These are three individual parking lots that will require that only one lot be under construction at a time. The work shall include milling, patching, earth excavation, aggregate base, binder course, surface course and pavement marking.

All Project Work shall be performed in strict compliance with the below defined Contract Documents.

B. Contract Documents mean and include: (i) this Agreement; (ii) General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (iii) all Specifications, Plans and Drawings attached hereto as and incorporated herein; (iv) the Performance and Payment Bond or Letter of Credit as defined herein; and (v) Addenda N/A attached hereto and incorporated herein as Exhibit C (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

2. **Completion Date:** Contractor shall complete the Project Work in strict compliance with the requirements herein on or before July 1, 2019.

3. **Payment Procedure:** The payment procedures are as follows:

A. All payments under the Agreement shall be based on the unit prices set forth in Contractor's Schedule of Prices (the "Unit Pricing"); attached hereto and incorporated and based on actual quantities supplied and installed/constructed by the Contractor in accordance with the terms and conditions herein, as determined and certified by the Village or its Engineer.

Owner does not guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

B. Contractor shall provide the following documentation to the Village:

(i) Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Village, on or before the first day of the

month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

(ii) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Village. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.

(iii) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company. ("Contractor's Sworn Statement")

(iv) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier and all of the material suppliers that supplied labor and/or material in connection with the Project covering such period.

(v) All of the Contractor's Progress Payment Documents shall be signed, sworn to and notarized and submitted in duplicate.

(vi) Such additional documentation and/or information requested by the Village relative to said payment.

C. Following completion of the Project Work, Contractor shall furnish the Village the following documents: final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall be signed and notarized and such additional documentation and/or information requested by the Village relative to said payment.

D. It shall be a condition precedent to any payment required by the Village hereunder, that the Village has determined that the Project Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Payment shall be made on the third Wednesday of the month following receipt of Contractor's Progress Payment Documents, subject to the requirement and reductions set forth in this Section 3.

E. Payments shall be further contingent upon the consent of the surety issuing the performance and payment bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.

F. In the event the Contractor, and or Village is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall

either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

G. It shall also be a condition precedent to any payment hereunder that contractor must complete and submit certified payrolls to the Village covering all payouts no less than once a month in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

H. Notwithstanding the foregoing, in no event shall the Village's acceptance of the Project Work, Contractor's Payment Request Documents and/or the Village's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required herein.

4. **Non-Discrimination:** Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, color, or national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

5. **Compliance with Law:** All goods, equipment, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable federal, state and local laws, rules and regulations relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the US Department of Labor (USDOL), the Illinois Department of Labor (IDOL), EEOC, and all applicable Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village, Engineer, Consultant and their respective officials, officers, directors, managers, employees, successors and assigns from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict between any Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

6. **Indemnification:** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Village, Engineer, Consultant and their respective officials, officers, directors, managers, employees, successors and assigns (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses which may in any way arise directly or indirectly from the Project Work, Repair Work and/or Warranty Work provided hereunder, and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them; except to the extent caused by the negligence of a party indemnified hereunder. In which case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This obligation shall survive the expiration and/or termination of the Agreement. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all

claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and /or termination of the Agreement.

7. **Binding Obligation and Non-Assignability:** Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village. All subcontractors shall be approved by the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.

8. **Taxes:** The Village is a Tax Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the Contract Sum.

9. **Investigations by Contractor:** Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, Project Site inspection, and represents and warrants that the Specifications, Plans, Drawings and other Contract Documents as defined in the General Conditions are adequate and the required result can be produced there under. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

10. Insurance Coverage:

Contractor shall procure and maintain for the duration of the contract, and for three (3) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limits of Insurance

1. Coverage shall be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence with a general aggregate limit no less than **\$5,000,000**.
- b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.

- c. **Workers' Compensation** insurance as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
 2. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Owner (sometimes alternatively referred to herein as the "Village") requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.
- B. Self-Insured Retentions
Self-Insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Owner, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Village guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Owner.
- C. Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:
 1. **The Village of Bartlett and its officers, officials, employees and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if a later edition used).
 2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner, or its officers, officials, employees, or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall provide that coverage shall not be cancelled, except with notice to the Owner.
 4. With respect to the Contractor's ongoing insurance obligation after the duration of the Contract, Contractor may alternatively maintain Commercial General Liability ("CGL") and if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence CG 04 1393, or substitute form providing equivalent coverage, and shall at a minimum cover liability arising from products completed operations and liability assumed under an insured contract.

D. Claims Made Policies

All coverages shall be provided upon an occurrence basis unless claims made coverages are expressly approved in writing by the Village Administrator, in her sole discretion, prior to the start of construction. If any coverage required is proposed to be written on claims-made coverage form:

1. The retroactive date must be shown, and must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Village Administrator for review

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable to the Owner.

F. Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Owner for all work performed by the Contractor, its employees, agents and subcontractors. Owner shall be named as alternative employer on the Contractor's Worker's Compensation coverage.

G. Verification of Coverage

Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

H. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall ensure that the Owner is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13. Upon the Owner's request, the Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

11. Performance and Payment Bonds and/or Letter of Credit:

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds each in the amount of 110% of the Contract Sum, naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the Contractor of the work specified in strict accordance with the Contract and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the Contract Sum.

12. Prevailing Wages:

Contractor shall pay prevailing wages for the respective County in which the Project Work is being performed, as established by the Illinois Department of Labor for each craft or type of work in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Act"). The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of prevailing wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of prevailing rate of wages. Any increase in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Village. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work and for ensuring strict compliance with the requirements of the Act, including but not limited to providing certified payrolls to the Village in accordance with the Act.

13. Default:

In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph 14 below.

14. Limitation on the Owner's Liability:

The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages and/or lost profits against the Village.

15. Hazardous Substances:

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased or controlled by the Village (collectively, "Owner's Property") by contractor, its employees, subcontractors of any tier, suppliers and anyone for whose acts and/or omissions for whom Contractor may be liable (collectively "Contractor's Agents"). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in

contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its agents, employees, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

16. Delays in Project Work:

Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

17. Change Orders:

(i) Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Village. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Corporate Authorities of the Village shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator.

(ii) All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Schedule of Prices and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing

times the increased actual units constructed calculated by the Engineer, in that said Unit Pricing already reflects Contractor's overhead and profits.

18. Relationship of the Parties:

A. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

B. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. Neither the Village, Engineer, nor Consultant shall have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. Neither the Engineer, nor Consultant shall have any authority to stop the work of the Contractor or the work of any subcontractor on the Project.

19. Exhibits and Contract Documents:

All exhibits to this Agreement and all documents and exhibits referred to therein, including but not limited to the State of Illinois "Standard Specifications for Road and Bridge Construction" adopted January 1, 2016, are expressly incorporated herein.

20. Assumption of Liability:

To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

21. Illinois Human Rights Act:

The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.) and Contractor represents and warrants to the Village as follows:

(1) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military

service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

(3) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the department for purposes of investigation to a certain compliance with the Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

22. Guarantee.

(1) Except as otherwise specified, the contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.

(2) If the drawings and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

23. Severability:

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

24. No Waiver of Immunities and/or Privileges by the Village:

Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village and/or any of its officials, officers, employees, volunteers and/or agents as to any liability whatsoever.

25. Miscellaneous:

(i) This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

(ii) This Agreement may be executed in any number of counterparts, and by the Village and Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

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

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

(v) In construing this Agreement, section headings shall be disregarded.

(vi) Time is of the essence of this Agreement and every provision contained herein.

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

(viii) Survival of Obligations: Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

(ix) In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

(x) Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

VILLAGE OF BARTLETT:

CHICAGOLAND PAVING CONTRACTORS

By: _____
Kevin Wallace
Village President

By: _____
Title: _____

Attest:

Attest:

By: _____
Lorna Giles, Village Clerk

Title: _____

Date: _____

Date: _____



Agenda Item Executive Summary

Item Name: 2019 MFT Various Streets Project Committee or Board: Village Board

BUDGET IMPACT

Amount: \$ 1,025,136.28 Budgeted \$ 1,250,000.00

List what fund: MFT Funds

EXECUTIVE SUMMARY

On February 28, 2019 a *Notice to Bidders* was published in the IDOT Bulletin and the Village web site, soliciting bids for the 2019 MFT Various Streets Project. This project consists of ditch cleaning, removing and replacing curb and gutter, driveway aprons, pavement patching, milling and asphalt resurfacing. Seven bid packets were distributed to prospective bidders. Bids were due no later than March 15, 2019 at 10:00 AM., Six bid packets were returned.

Schroeder Asphalt Services Inc. submitted the low bid of \$1,025,136.28 for this project. Schroeder Asphalt Services has worked in the Village in prior years on several other projects. Schroeder Asphalt performed the work well and we were satisfied with the quality of the completed project. I have attached a bid tally sheet for your review. There is a budget of \$1,250,000.00 for this project in the 2019 budget.

ATTACHMENTS (PLEASE LIST)

Memo, Bid Tab, Resolution, Contract

ACTION REQUESTED

For Discussion Only _____

Resolution X

Ordinance _____

Motion: **I MOVE THE VILLAGE BOARD AWARD THE BID FOR THE 2019 MFT VARIOUS STREETS PROJECT TO SCHROEDER ASPHALT SERVICES INC. OF HUNTLEY, ILLINOIS IN THE AMOUNT OF \$ 1,025,136.28**

Staff: Bob Allen

Date: April 2, 2019

Village Engineer

MEMO

Date: March 21, 2019

To: Paula Schumacher, Village Administrator

From: Dan Dinges, Public Works Director

Re: *2019 MFT Various Streets Project Bid Opening*

On February 28, 2019 a *Notice to Bidders* was published in the IDOT Bulletin and the Village web site, soliciting bids for the 2019 MFT Various Streets Project. This project consists of ditch cleaning, removing and replacing curb and gutter, driveway aprons, pavement patching, milling and asphalt resurfacing. Seven bid packets were distributed to prospective bidders. Bids were due no later than March 15, 2019 at 10:00 AM., Six bid packets were returned.

Schroeder Asphalt Services Inc. submitted the low bid of \$1,025,136.28 for this project. Schroeder Asphalt Services has worked in the Village in prior years on several other projects. Schroeder Asphalt performed the work well and we were satisfied with the quality of the completed project.

I have attached a bid tally sheet for your review.

There is a budget of \$1,250,000.00 for this project in the 2019 budget.

Based upon the bid submitted, I recommend the bid be awarded to Schroeder Asphalt Services Inc.

Please place this on the next available Board Agenda.

MOTION: I MOVE THE VILLAGE BOARD AWARD THE BID FOR THE 2019 MFT VARIOUS STREETS PROJECT TO SCHROEDER ASPHALT SERVICES INC. OF HUNTLEY, ILLINOIS IN THE AMOUNT OF \$ 1,025,136.28

RESOLUTION 2019 - ___ - R

**A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE
VILLAGE OF BARTLETT AND SCHROEDER ASPHALT SERVICES INC.
FOR THE 2019 VARIOUS STREETS 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 Various Streets 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:

Schroeder Asphalt Services Inc. (the "Contractor") at the unit pricing set forth in its bid, which when applied to the estimated quantities for the Project Work, total \$1,025,136.28.

SECTION TWO: That the 2019 Various Streets Project 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 April 2, 2019.

APPROVED April 2, 2019.

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

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

Lorna Gilles, Village Clerk



Local Public Agency
Formal Contract

PROPOSAL SUBMITTED BY		
Schroeder Asphalt Services Inc.		
Contractor's Name		
315 S. Stewart Ave.		
Street		P.O. Box
Addison,	IL	60101
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 MFT VARIOUS STREETS
 SECTION NO. 19-00000-01-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

Schroeder

Exp. 11-30-19

Signature: _____

County COOK / DU PAGE / KANE
Local Public Agency VILLAGE OF BARTLETT
Section Number 19-00000-01-GM
Route 2019 VARIOUS STREETS

1. THIS AGREEMENT, made and concluded the 2 nd day of April 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
Schroeder Asphalt Services Inc. 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 19-00000-01-GM, in The VILLAGE OF BARTLETT, approved by the Illinois Department of Transportation on 2-27-19, are essential documents of this
Date
contract and are a part hereof.

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

MEMO

Date: March 21, 2019

To: Paula Schumacher, Village Administrator

From: Dan Dinges, Public Works Director

Re: *2019 Water Main Replacement Project Bid Opening*

On March 8, 2019 a *Notice to Bidders* was published in the IDOT Bulletin and on the Village web site, soliciting bids for the 2019 Water Main Replacement Project. This project consists of replacing 4400 feet of existing water main with a new water main on Cuyahoga, Lakewood, and a section of Foster. Fifteen bid packets were picked up by prospective bidders, and eight bids were submitted. The bids were opened and read on March 18, 2019 at 10:00 AM at the Village Hall. The bids ranged from a high of \$1,233,768.50 to a low of \$738,920.00.

Gerardi Sewer and Water Co. submitted the low bid of \$738,920.00 for this project. Gerardi Sewer & Water has worked for the Village the past four years with very good results. We feel they can adequately perform this work. I have attached a bid tally sheet for your review.

The budget amount is \$1,250,000.00 that will be funded using Water funds. The remaining funds will be returned to the Water fund to be used at a later date.

Based upon the bids submitted, I recommend the bid be awarded to Gerardi Sewer and Water Co. Please place this on the next available Board Agenda.

Motion

I move to approve Resolution 2019-_____, a Resolution Approving of 2019 Water Main Replacement Agreement Between the Village of Bartlett and Gerardi Sewer and Water Co.

RESOLUTION 2019 - _____

**A RESOLUTION APPROVING OF
2019 WATER MAIN REPLACEMENT
AGREEMENT BETWEEN THE VILLAGE
OF BARTLETT AND GERARDI SEWER & WATER CO.**

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

SECTION ONE: The 2019 Water Main Replacement Agreement dated April 2, 2019, between Gerardi Sewer & Water Co. and the Village of Bartlett, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 2, 2019

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

Lorna Giles, Village Clerk

**2019 WATER MAIN REPLACEMENT
PROJECT AGREEMENT**

This Water Main Replacement Project Agreement (the "Agreement") is entered this 2nd day of April, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Gerardi Sewer & Water Co. (the "Contractor") (collectively, the "Parties").

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

Project Work.

a. For the improvements of the installation of approximately 2700 feet of 8 inch water main & 1700 feet of 6 inch water main on three streets. The 4400 feet of water main installation will include fire hydrants, valves and vaults, service connections, directional boring and abandoning the existing water main. Other work related to the installation of the water main will include pressure testing and chlorination, curb, sidewalk, pavement removal and replacement and restoration. All Project Work shall be performed in strict compliance with the below defined Contract Documents.

b. Contract Documents mean and include: (i) this Agreement; (ii) General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (iii) all Specifications, Plans and Drawings attached hereto as and incorporated herein; (iv) the Performance and Payment Bond or Letter of Credit as defined herein; and (v) Addenda N/A attached hereto and incorporated herein (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before August 1, 2019.

A. **Payment Procedure.** The payment procedures are as follows:

1. All payments under the Agreement shall be based on the unit prices set forth in Contractor's Schedule of Prices (the "Unit Pricing"); attached hereto and incorporated and based on actual quantities supplied and installed/constructed by the Contractor in accordance with the terms and conditions herein, as determined and certified by the Village or its Engineer.

2. Neither Owner nor Engineer guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any

additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

3. In addition to the payment request documentation set forth under the Contract, Contractor shall provide the following documentation to the Village and the Engineer:

a. Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Engineer, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

(i) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Engineer may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Village. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.

(ii) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company. ("Contractor's Sworn Statement")

(iii) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier and all of the material suppliers that supplied labor and/or material in connection with the Project covering such period.

(iv) All of the Contractor's Progress Payment Documents shall be signed, sworn to and notarized.

(v) Certified Payrolls (defined below)

(vi) Such additional documentation and/or information requested by the Village and /or Engineer relative to said payment.

b. It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Engineer has determined that the Project Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Payments shall be further contingent upon the consent of the surety issuing the performance and payment bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.

c. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all

suppliers that furnished materials in connection with the Project Work; all of which shall be signed and notarized; (2) Certified Payrolls; and (3) such additional documentation and/or information requested by the Village relative to said payment.

d. In the event the Contractor, and or Village and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

e. It shall also be a condition precedent to any payment hereunder that contractor must complete and submit certified payrolls to the Village covering all payouts no less than once a month in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

f. Notwithstanding the foregoing, in no event shall the Village's acceptance of the Project Work, Contractor's Payment Request Documentation, Engineer's Certification, and/or the Village's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required herein.

B. **Non-Discrimination.** Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

C. **Compliance with Law.** All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village

of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

D. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village of Bartlett, and its officials, officers, employees, agents, consultants, successors and assigns (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses which may in any way arise directly or indirectly from the Project Work, Repair Work and/or Warranty Work provided hereunder, and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractors Agents"); except to the extent caused by the negligence of a party indemnified hereunder. In which case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This obligation shall survive the expiration and/or termination of the Agreement. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and /or termination of the Agreement.

E. Binding Obligation and Non-Assignability. Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village. All subcontractors shall be approved by the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.

F. Taxes. The Village is a Tax Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

G. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of all Project Sites and represents and warrants that the Specifications, Plans, Drawings and other Contract Documents as defined in the General Conditions are adequate and the required result can be produced there under. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

H. Insurance. Contractor shall procure and maintain for the duration of the Project Work, Repair Work and Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

1. Commercial General and Umbrella Liability Insurance.

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000.00 aggregate.

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: liability arising out of the Project Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; 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).

Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.

The Village of Bartlett and its, officers, officials, employees, consultants, agents, successors and assigns (collectively, the "Additional Insured"), shall be included as an insured under the Contractors CGL using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and using additional insured under Contractors commercial umbrella liability and business auto liability coverage's, and also using additional insured endorsement CG 20 37 or substitute providing equivalent coverage with respect to the below required continuing completed operations liability coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

There shall be no endorsement or modification of the CGL limiting the scope of

coverage for liability arising from explosion, collapse or underground property damage.

2. Continuing Completed Operations Liability Insurance.

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

3. Business Auto Liability Insurance.

Contractor shall maintain business auto 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.

4. Workers Compensation and Employees Liability Insurance.

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The 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 of Bartlett has not been included as an insured under the Commercial General Liability, Excess Umbrella Liability Insurance and/or Business Auto Liability coverages required in the Contract, the Contractor waives all rights against the Village, and its officers, officials, employees, consultants, and agents for recovery of damages arising out of or incident to the Project Work.

5. Excess Umbrella Liability Insurance Coverage.

Contractor shall maintain Excess Umbrella Liability Insurance coverage of not less than \$5,000,000 each occurrence and \$5,000,000 aggregate.

6. General Insurance Provisions.

a. Evidence of Insurance

i. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

ii. All certificates shall provide for thirty (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.

iii. 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.

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

v. Failure to maintain the required insurance may result in termination of this Contract at the option of the Village.

vi. 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.

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

b. Acceptability of Insurers

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

c. 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.

d. 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, and each of its respective officers, officials, employees, consultants, and agents are required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

e. The Village Shall Not Waive Any Rights of Subrogation

The Village shall not, in any manner, be deemed or intended to have waived any right of subrogation which either the Village and/or its, insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its subcontractors of any tier, and/or otherwise arising out of the Project Work.

f. Failure to Comply with Insurance Reporting Provisions

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

g. All Insurance Obtained Shall Apply Separately to Each Insured

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

h. Insurance Requirements cannot be Waived

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- i. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- ii. failing to review any Certificates of Insurance received;
- iii. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
- iv. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents are solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village of Bartlett and/or any of the other Additional Insured.

i. Liability of Contractor is not limited by Purchase of Insurance

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified

is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

j. Notice of Personal Injury or Property Damage

Contractor shall notify the Additional Insured, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

k. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above and otherwise in strict compliance with the above insurance requirements including but not limited to the additional insured requirements set forth above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor and additional insured endorsements as required above.

l. Performance and Payment Bonds, IDOT Contract Bond or Letter of Credit.

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds or IDOT Contract Bond, each in the amount of **110%** of the Contract Sum, naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and approved by the Village. ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, including but not limited to payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the unit pricing set forth in Contractors Proposal.

J. Prevailing Wages.

Contractor shall pay prevailing wages for the respective County in which the Project Work is being performed, as established by the Illinois Department of Labor for each craft or type of work in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Act"). The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of prevailing wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of prevailing rate of wages. Any increase in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Village. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work and for ensuring strict compliance with the requirements of the Act, including but not limited to providing Certified Payrolls to the Village in accordance with the Act and as required herein. Copies of the February 2013 prevailing wage rates for Cook, DuPage, and Kane Counties, Illinois are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL). Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for the County in which the work is being performed as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

K. Default.

In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph "L" below.

L. **Limitation on the Owner's Liability.**

The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village, and agrees not to make any claim or demand for such damages against the Village.

M. Hazardous Substances.

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by Contractor, and/or Contractors Agent (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property

by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its employees, agents, consultants, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

N. Delays in Project Work.

Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

O. Change Orders.

(1.) Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Engineer. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village corporate authorities shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as

amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator.

(2.) All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Engineer, in that said Unit Pricing already reflects Contractor's overhead and profits.

P. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

Q. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village, Engineer, nor Consultant shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

R. Exhibits and Contract Documents.

All Exhibits and Contract Documents referred to therein are expressly incorporated herein and made part hereof.

S. Assumption of Liability.

To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

T. Severability

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

U. No Waiver of Immunities and/or Privileges by the Village of Bartlett.

Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

V. Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code

Contractor shall comply with the Architectural Barrier act of 1968, as amended (42 U.S.C. § 4151, et seq.), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

W. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with the Clean Air act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

X. Removal and Disposal

The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

Y. Work by Trade Unions

If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In

case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

Z. Illinois Human Rights Act.

The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.) and Contractor represents and warrants to the Village as follows:

(1) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

(3) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of these

clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Z-1. Guarantee.

(1) Except as otherwise specified, the contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.

(2) If the Drawings, Plans, and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

Z-2 Miscellaneous.

(1.) This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

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

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

(4.) In construing this Agreement, section headings shall be disregarded.

(5.) Time is of the essence of this Agreement and every provision contained herein.

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

(7.) Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

(8.) In the event of any conflict between the terms and conditions of any of the Contract Documents, and/or this Addendum, the most stringent requirements shall control.

VILLAGE OF BARTLETT:

Gerardi Sewer & Water Co.

By: _____
Kevin Wallace
Village President

By: _____
Title: _____

Attest:

Attest:

By: _____
Lorna Giless, Village Clerk

Title: _____

Date: _____

Date: _____



Agenda Item Executive Summary

Item Name Master Pole Attachment Agreement with AT&T Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Last June we approved a model Small Wireless Facilities Deployment Ordinance that the Illinois Municipal League drafted in response to the Small Wireless Facilities Deployment Act that was signed by the Governor on April 12, 2018. Attached is our first master pole attachment agreement with Cingular Wireless PCS, LLC (AT&T).

AT&T has submitted a permit to install a small cell antenna on a ComEd pole at the northeast corner of Stearns & County Farm Rd.

ATTACHMENTS (PLEASE LIST)

Memo, Agreement, Resolution

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2019-_____, a Resolution Approving of the Master Pole Attachment Agreement between New Cingular Wireless PCS, LLC and the Village of Bartlett.

Staff: Dan Dinges, Director of Public Works

Date: 03/25/19

Memo

DATE: March 25, 2019

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Master Pole Attachment Agreement with AT&T

Last June we approved a model Small Wireless Facilities Deployment Ordinance that the Illinois Municipal League drafted in response to the Small Wireless Facilities Deployment Act that was signed by the Governor on April 12, 2018. Attached is our first master pole attachment agreement with Cingular Wireless PCS, LLC (AT&T).

AT&T has submitted a permit to install a small cell antenna on a ComEd pole at the northeast corner of Stearns Rd. & County Farm Rd.

MOTION: I move to approve Resolution 2019-_____, a Resolution Approving of the Master Pole Attachment Agreement between New Cingular Wireless PCS, LLC and the Village of Bartlett.

MASTER POLE ATTACHMENT AGREEMENT

This Master Pole Attachment Agreement (Agreement) made this ____ day of _____, 2019, between the Village of Bartlett, Illinois with its principal offices located at _____, hereinafter designated LICENSOR and NEW CINGULAR WIRELESS PCS, LLC a Delaware limited liability company, with its principal offices at 1025 Lenox Park Blvd NE 3rd Floor Atlanta, GA 30319, hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, LICENSOR is the owner, of certain utility poles, wireless support structures, and/or real property, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission (FCC) to LICENSEE; and

WHEREAS, LICENSEE desires to install, maintain and operate small wireless facilities in and/or upon certain of LICENSOR's utility poles, wireless support structures and/or real property; and

WHEREAS, LICENSOR and LICENSEE acknowledge that any term used in this Agreement that is defined in Title 7 Chapter 8 of the Bartlett Municipal Code entitled "Regulation of and Application for Small Cell Wireless Facilities" as now or hereafter amended (hereinafter referred to as "Title 7 Chapter 8 of the BMC"), shall have the meaning provided therein; and

WHEREAS, LICENSOR and LICENSEE acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable; and

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LICENSOR may wish to permit LICENSEE to install, maintain and operate small wireless facilities as hereinafter set forth; and

WHEREAS, the LICENSOR and LICENSEE intend to promote the expansion of communications services in a manner consistent with the Small Wireless Facilities Deployment Act (the "Act"), the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/5-1, *et. seq.* and Federal Communication Commission Regulations; and

WHEREAS, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement ("Supplement"), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LICENSEE in different geographic areas and as a result, each Supplement may be signed by LICENSEE affiliated entities as further described herein, as appropriate based upon the entity holding the FCC license in the subject geographic location.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

- 1) PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LICENSOR agrees to grant a license to LICENSEE to that certain space on or upon LICENSOR's utility poles, and/or wireless support structures as more fully described in each Supplement to be executed by the Parties hereinafter referred to as the "Premises", for the installation, operation, maintenance, repair and modification of small wireless facilities; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property (as defined below) and to and from the Premises for the purpose of installation, operation, maintenance, repair and modification of LICENSEE's small wireless facilities. The LICENSOR's utility poles, wireless support structures and other poles and towers are hereinafter referred to as "Pole", and the entirety of the LICENSOR's property upon which a pole(s) is located and as more fully described in each supplement is hereinafter referred to as "Property". In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, but only from the duly authorized provider of such utilities, provided the location of such utilities shall be designated by LICENSOR.
- 2) PERMIT APPLICATION. For each small wireless facility, LICENSEE shall submit an application to LICENSOR for a permit that includes:
 - a) Site specific structural integrity and, for LICENSOR'S utility pole or wireless support structure, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
 - b) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
 - c) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
 - d) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
 - e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved;
 - f) Certification that the collocation complies with LICENSOR's Small Wireless Facilities Ordinance requirements, to the best of the applicant's knowledge; and
 - g) The application fee due.
- 3) APPLICATION FEES. Application fees are subject to the following requirements:
 - a) LICENSEE shall pay an application fee of \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure and \$350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.

- b) LICENSEE shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
- c) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section must be accompanied by the required application fee.
- d) LICENSOR shall not require an application, approval, or permit, or require any fees or other charges, from LICENSEE, for:
 - i) routine maintenance; or
 - ii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if LICENSEE notifies LICENSOR at least ten (10) days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with the requirements of this Agreement; or
 - iii) the installation, placement, maintenance, operation, or replacement of small wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes, provided this provision does not authorize such facilities to be suspended from municipal electric lines, if any.

LICENSEE shall secure a permit from LICENSOR to work within rights-of-way for activities that affect traffic patterns or require lane closures.

4) REQUIREMENTS.

- a) LICENSEE's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. LICENSEE shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a small wireless facility causes such interference, and LICENSEE has been given written notice of the interference by the public safety agency, LICENSEE, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. The LICENSOR may terminate a permit for a small wireless facility based on such interference if LICENSEE is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.
- b) LICENSEE shall not install devices on the existing utility pole or wireless support structure that extend beyond ten (10) feet of the pole's existing height.
- c) LICENSEE shall install pole mounted equipment at a minimum of eight (8) feet from the ground.
- d) LICENSEE shall be limited to one (1) cabinet or other ground mounted device for ground mounted installations.

- e) LICENSEE shall paint antennas, mounting hardware, and other devices to match or complement the structure upon which they are being mounted.
- f) LICENSEE shall install landscaping at the base of poles with respect to any ground equipment installed by LICENSEE on which devices are being installed as required by Title 7 Chapter 8 of the BMC as now or hereafter amended of the LICENSOR.
- g) LICENSEE shall, to the extent applicable, comply with all the terms and conditions of Title 7 Chapter 8 of the BMC as now or hereafter amended in regards to construction of utility facilities.
- h) LICENSEE shall comply with applicable requirements that are imposed by a contract between the LICENSOR and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
- i) LICENSEE shall comply with applicable spacing requirements in Title 7 Chapter 8 of the BMC as now or hereafter amended concerning the location of ground-mounted equipment located in the right-of-way.
- j) LICENSEE shall, to the extent applicable, comply with Title 7 Chapter 8 of the BMC as now or hereafter amended concerning undergrounding requirements or determinations from the municipal officer or employee in charge of municipal utilities, if any.
- k) LICENSEE shall, to the extent applicable, comply with Title 7 Chapter 8 of the BMC as now or hereafter amended for construction and public safety in the rights-of-way, including, but not limited to, wiring and cabling requirements, grounding requirements, utility pole extension requirements, and signage limitations; and shall comply with reasonable and nondiscriminatory requirements that are consistent with PA 100-0585 and adopted by LICENSOR regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities.
- l) LICENSEE shall not collocate small wireless facilities within the communication worker safety zone of the pole or the electric supply zone of the pole on LICENSOR utility poles that are part of an electric distribution or transmission system. However, the antenna and support equipment of the small wireless facility may be located in the communications space on the LICENSOR utility pole and on the top of the pole, if not otherwise unavailable, if LICENSEE complies with Title 7 Chapter 8 of the BMC as now or hereafter amended for work involving the top of the pole. For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.
- m) LICENSEE shall, to the extent applicable, comply with the sections of Title 7 Chapter 8 of the BMC as now or hereafter amended that concern public safety.
- n) LICENSEE shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement. LICENSEE shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

- o) LICENSEE shall comply with applicable standards for decorative utility poles, or stealth, concealment, and aesthetic requirements that are identified by LICENSOR in Title 7 Chapter 8 of the BMC as now or hereafter amended, or if an existing decorative utility pole is to be replaced, any such replacement pole shall also be a decorative pole and shall match existing adjacent decorative poles to the extent practicable. Notwithstanding said requirement, however, any such design requirement, including restrictions on a specific category of poles, may not have the effect of prohibiting any of LICENSEE'S technology. Such design and concealment measures shall not be considered a part of the small wireless facility for purposes of the size restrictions of a small wireless facility.

5) APPLICATION PROCESS. LICENSOR shall process applications as follows:

- a) An application to collocate a small wireless facility on an existing utility pole, replacement of an existing utility pole or wireless support structure owned or controlled by LICENSOR shall be processed by LICENSOR and deemed approved if LICENSOR fails to approve or deny the application within ninety (90) days. However, if LICENSEE intends to proceed with the permitted activity on a deemed approved basis, LICENSEE must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than seventy five (75) days after the submission of a completed application. The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under the Act.
- b) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed and deemed approved if LICENSOR fails to approve or deny the application within one hundred twenty (120) days. However, if LICENSEE applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than one hundred five (105) days after the submission of a completed application. The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under the Act as now or hereafter amended.
- c) LICENSOR shall approve an application unless the application does not meet the applicable requirements of Title 7 Chapter 8 of the BMC as now or hereafter amended.
- d) If LICENSOR determines that applicable codes, local code provisions or regulations that concern public safety, or the requirements of Title 7 Chapter 8 of the BMC as now or hereafter amended require that the utility pole or wireless support structure be replaced before the requested collocation, approval may be conditioned on the replacement of the utility pole or wireless support structure at the cost of LICENSEE. LICENSOR must document the basis for a denial, including the specific code provisions or application conditions on which the denial was based, and send the documentation to LICENSEE on or before the day LICENSOR denies an application. LICENSEE may cure the deficiencies identified by LICENSOR and resubmit the revised application once within thirty (30) days after notice of denial is sent to the applicant without paying an additional application fee. LICENSOR shall approve or deny the revised application within thirty (30) days after LICENSEE resubmits the application or it is deemed approved. However,

LICENSEE must notify LICENSOR in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the resubmitted application. Any subsequent review shall be limited to the deficiencies cited in the denial. However, this revised application cure does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- e) COMPLETENESS OF APPLICATION. Within thirty (30) days after receiving an application, the LICENSOR shall determine whether the application is complete and notify the applicant. If an application is incomplete, the LICENSOR shall specifically identify the missing information. An application shall be deemed complete if the LICENSOR fails to provide notification to the applicant within thirty (30) days after all documents, information and fees specifically enumerated in the LICENSOR's permit application form are submitted by the application to the LICENSOR. Processing deadlines are tolled from the time the LICENSOR sends the notice of incompleteness to the time the applicant provides the missing information.
 - f) TOLLING. The time period for applications may be further tolled by the express agreement in writing by both LICENSOR and LICENSEE; or a local, State or federal disaster declaration or similar emergency that causes the delay.
 - g) CONSOLIDATED APPLICATIONS. A LICENSEE seeking to collocate small wireless facilities within the jurisdiction of LICENSOR shall be allowed, at LICENSEE's discretion, to file a consolidated application and receive a single permit for the collocation of up to twenty five (25) small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. If an application includes multiple small wireless facilities, LICENSOR may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. LICENSOR may issue separate permits for each collocation that is approved in a consolidated application.
- 6) COLLOCATION COMPLETION DEADLINE. Collocation for which a permit is granted shall be completed within one hundred eighty (180) days after issuance of the permit, unless LICENSOR and LICENSEE agree to extend this period or a delay is caused by make-ready work for a LICENSOR utility pole or by the lack of commercial power or backhaul availability at the site, provided LICENSEE has made a timely request within sixty (60) days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed three hundred sixty (360) days after issuance of the permit. Otherwise, the permit shall be void unless LICENSOR grants an extension in writing to the LICENSEE.
- 7) DURATION OF PERMITS AND SUPPLEMENTS. The duration of a permit and the initial Supplement shall be for a period of five (5) years, and the permit and Supplement shall be renewed for equivalent durations unless LICENSOR makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable codes or local code provisions or regulations in Title 7 Chapter 8 of the BMC as now or hereafter amended. If P.A. 100-0585 is repealed as provided in Section 90 of the Act, renewals of permits shall be subject to the LICENSOR's code provisions or regulations in effect at the time of renewal.

- 8) EXTENSIONS. Each Supplement may be extended for additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.
- 9) RENTAL. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the LICENSOR in the Supplement (unless LESSOR otherwise designates another payee and provides notice to LICENSEE). LICENSOR and LICENSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. Rent for the use of any poles pursuant to this Agreement, shall be an annual fee of \$200.00 per each wireless facility which LICENSEE attaches to LICENSOR's pole. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of the applicable Supplement. Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.
- 10) ABANDONMENT. A small wireless facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned and the LICENSEE must remove the small wireless facility within ninety (90) days after receipt of written notice from LICENSOR notifying LICENSEE of the abandonment.
- The notice shall be sent by certified or registered mail, return receipt requested, by LICENSOR to the LICENSEE at the last known address of LICENSEE. If the small wireless facility is not removed within ninety (90) days of such notice, LICENSOR may remove or cause the removal of such facility and charge said costs to the LICENSEE.
- LICENSEE shall provide written notice to LICENSOR of any sale or transfer of small wireless facilities not less than thirty (30) days prior to such transfer and said notice shall include the name and contact information of the new wireless provider.
- 11) CONDITION OF PREMISES. Where the Premises includes one or more Poles, LICENSOR covenants that it will keep the Poles in good repair as required by all federal, state, county and local laws. If the LICENSOR fails to make such repairs including maintenance within sixty (60) days, of any notification to LICENSOR, the LICENSEE shall have the right to cease annual rent payments for the affected poles only, but only if the poles are no longer capable of being used for the purpose originally contemplated in this Agreement or otherwise do not comply with existing law. If LICENSEE terminates, LICENSEE shall

remove its small wireless facility. Termination of this Agreement shall be the LICENSEE's sole remedy.

- 12) MAKE READY TERMS. LICENSOR shall not require more make-ready work than required to meet applicable codes or industry standards. Make-ready work may include work needed to accommodate additional public safety communications needs that are identified in a documented and approved plan for the deployment of public safety equipment as specified and included in an existing or preliminary LICENSOR or public service agency plan. Fees for make-ready work, including any LICENSOR utility pole attachment, shall not exceed actual costs or the amount charged to communications service providers for similar work and shall not include any consultants' fees or expenses for LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric service. Make-ready work, including any pole replacement, shall be completed within sixty (60) days of written acceptance of the good-faith estimate by the LICENSOR at the LICENSEE's sole cost and expense.
- 13) AERIAL FACILITIES. For LICENSOR utility poles that support aerial facilities used to provide communications services or electric services, LICENSEE shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. LICENSOR shall follow a substantially similar process for such make-ready work except to the extent that the timing requirements are otherwise addressed in Title 7 Chapter 8 of the BMC as now or hereafter amended. The good-faith estimate of the person owning or controlling LICENSOR's utility pole for any make-ready work necessary to enable the pole to support the requested collocation shall include LICENSOR utility pole replacement, if necessary. Make-ready work for utility poles that support aerial facilities used to provide communications services or electric services may include reasonable consultants' fees and expenses.
- 14) NO AERIAL FACILITIES. For LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric services, LICENSOR shall provide a good-faith estimate for any make-ready work necessary to enable the LICENSOR utility pole to support the requested collocation, including pole replacement, if necessary, within ninety (90) days after receipt of a complete application. Make-ready work, including any LICENSOR utility pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by LICENSEE at LICENSEE's sole cost and expense. Alternatively, if LICENSOR determines that applicable codes or public safety regulations require the LICENSOR's utility pole to be replaced to support the requested collocation, LICENSOR may require LICENSEE to replace LICENSOR's utility pole at LICENSEE's sole cost and expense.
- 15) GENERAL RESTRICTIONS. In the event LICENSOR, in its reasonable discretion deems it necessary to remove, relocate or replace a Pole, LICENSOR shall notify LICENSEE at least one hundred eighty (180) days prior to the need to remove or relocate its small wireless facility. In such event, LICENSOR shall provide options for alternative locations for LICENSEE relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). LICENSEE shall be solely responsible for all costs related to the relocation of its small wireless facility to the Alternative Premises. In the event that a suitable Alternative Premises cannot be identified, LICENSEE may terminate the applicable Supplement. In the event of an emergency, which for purposes of this Agreement shall be

considered any imminent threat to health, safety and welfare of the public, LICENSOR must provide as much notice as reasonably practical under the circumstances. LICENSEE may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than one hundred eighty (180) days prior to the date specified therein.

- 16) ELECTRICAL. LICENSEE shall be permitted to connect its equipment to necessary electrical and telephone service, at LICENSEE's expense. LICENSEE shall attempt to coordinate with utility companies to provide separate service to LICENSEE's equipment for LICENSEE use. In the event that LICENSEE can obtain separate electrical service with a separate meter measuring usage, the LICENSEE shall pay the utility directly for its power consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, LICENSEE may use existing service, at LICENSEE's expense, upon the reasonable approval of LICENSOR. In the event that LICENSEE uses existing utility service at an individual Premises, the Parties agree to either: (i) attempt to have a sub-meter installed, at LICENSEE's expense, which shall monitor LICENSEE's utility usage (with a reading and subsequent bill for usage delivered to LICENSEE by either the applicable utility company or LICENSOR); or (ii) provide for an additional fee in the applicable Supplement which shall cover LICENSEE's utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Supplement.
- 17) TEMPORARY POWER. LICENSEE shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall be permitted to connect the temporary power source to its equipment on the Premises in areas and manner approved by LICENSOR.
- 18) USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating small wireless facilities and uses incidental thereto. LICENSEE shall have the right to replace, repair and modify equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, in conformance with the original Supplement. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 23 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and

indemnities made by each Party to the other thereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR for the terminated Supplement. Notwithstanding anything to the contrary in this Paragraph, LICENSEE shall continue to be liable for all rental payments to the LICENSOR until all equipment is removed from the Property.

- 19) INSURANCE. LICENSEE shall carry and maintain during the Term of this Agreement and during any extended term, at LICENSEE's own cost and expense, the following insurance: (i) property insurance for its property's replacement cost against all risks; (ii) workers' compensation insurance, as required by law; or (iii) commercial general liability insurance ("CGL") with respect to its activities on LICENSOR improvements or rights-of-way with coverage at least as broad as Insurance Services Office Form CG 00 01 covering CGL on an "occurrence basis" including products and completed operations property damage, bodily injury and personal injury with limits of \$1,000,000 per occurrence and general aggregate limits of \$2,000,000. LICENSEE shall include LICENSOR as an additional insured on the required commercial general liability policy and provide certification and documentation of inclusion of LICENSOR in such commercial general liability policy. LICENSOR's additional insured status on the commercial general liability policy shall (i) be limited to bodily injury, property damage or personal injury caused, in whole or in part, by LICENSEE, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of LICENSOR, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of LICENSOR, its employees, agents or independent contractors; and (iii) not exceed LICENSEE's indemnification obligation under this Agreement.

LICENSEE may, in its sole discretion, self-insure all or a portion of the insurance coverage and limit requirements required by LICENSOR. If LICENSEE self-insures, LICENSEE shall not be required, to the extent of the self-insurance, to comply with the requirement for the naming of additional insureds under this Section. If LICENSEE elects to self-insure its commercial general liability insurance it shall provide to LICENSOR evidence sufficient to demonstrate LICENSEE'S or its affiliated parent's financial ability to self-insure the insurance coverage and limits required by LICENSOR provided that, if LICENSEE is relying on the financial ability of its affiliated parent to self-insure its commercial general liability insurance, the affiliated parent shall have executed this Master Pole Attachment Agreement, or shall have executed a separate agreement expressly agreeing to be bound and liable for the LICENSEE'S insurance obligations as contained herein.

- 20) INDEMNIFICATION. LICENSEE shall indemnify and hold LICENSOR harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of LICENSOR's improvements or right-of-way associated with such improvements by LICENSEE or its employees, agents, or contractors arising out of the rights and privileges granted under this Agreement and the Act. LICENSEE has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of LICENSOR or its employees or agents. LICENSEE hereby further waives any claims that LICENSEE may have against the LICENSOR with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

- 21) REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage not caused by LICENSEE excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.
- 22) RIGHTS UPON SALE. Should LICENSOR, at any time during the Term of any Supplement decide to sell or transfer all or any part of the Property, LICENSOR will cause the purchaser, grantee or transferee under such sale or grant of an easement or interest therein to agree in writing that such sale or grant of easement or interest shall be under and subject to the Supplement, and recognizing LICENSEE's rights hereunder and under the terms of the Supplement.
- 23) NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR:

VILLAGE OF BARTLETT, ILLINOIS
Attention: Director of Public Works
228 South Main Street
Bartlett, IL, 60103

Copy to:
Bryan E. Mraz, Village Attorney
Bryan E. Mraz & Associates, P.C.
111 East Irving Park Road
Roselle, IL, 60172

LICENSEE:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
1025 Lenox Park Blvd. NE 3rd Floor
Atlanta, GA 30319
Re: Wireless Installation on Public Structures Bartlett, IL
Fixed Asset # _____

in each of the above cases (excluding bills), with a copy sent to:

New Cingular Wireless PCS, LLC

Attn: Legal Department, Network Operations
Re: Wireless Installation on Public Structures Bartlett, IL
Fixed Asset #
208 S. Akard Street
Dallas, TX 75202-4206

Either Party may change the addressee and/or location for the giving of notice to it by providing a thirty (30) days' prior written notice to the other Party.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

- 24) CASUALTY. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.
- 25) DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed ninety (90) days, as may be required beyond the thirty (30) days if the breaching Party commences the cure within the 30-day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching Party subsequent to the 30-day cure period, as potentially extended to ninety (90) days based on circumstances.
- 26) REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting, other than by the specific terms of this Agreement, the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of Illinois. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.

- 27) APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all Laws relating to the Pole in general, without regard to specific use (including, without limitation, modifications required to enable LICENSEE to obtain all necessary building permits).
- 28) BOND. LICENSEE shall deposit with LICENSOR on one occasion prior to the commencement of the first Supplement a cash bond, surety bond, or letter of credit in a form reasonably acceptable to LICENSOR in the amount of \$10,000 per small wireless facility to guarantee the safe and efficient removal of any equipment from any Premises subject to this Agreement, which equipment remains more than ninety (90) days after rental payment has ceased and LICENSEE has failed to remove the equipment. The funds may also be used to restore the premises to original condition, if LICENSEE fails to do so. Any such surety bond shall be from a surety licensed by the Illinois Department of Insurance to issue and execute surety bonds, and the surety company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investor Service, or Standard & Poor's Corporation, or similar rating agency. Any such letter of credit shall be from a financial institution having capital assets of not less than \$50,000,000 and a capital asset ratio of not less than 6%, and which is insured by the Federal Deposit Insurance Corporation.
- 29) MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state of Illinois.
- 30) EXECUTION IN COUNTERPARTS. This Agreement and any Supplements may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.
- 31) AUTHORIZATION. LICENSEE certifies and warrants that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

Village of Bartlett, an Illinois Municipal Corporation

By: _____

Name: Kevin Wallace

Title: Village President

Date: _____

LICENSEE:

NEW CINGULAR WIRELESS PCS, LLC a Delaware limited liability company

By: AT&T Mobility Corporation, its Manager

By: _____

Name: Blaine C. Thomas

Title: Director- Construction & Engineering

Date: _____

EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement ("Supplement"), is made this ____ day of _____, _____, between **the Village of Bartlett**, whose principal place of business is 228 South Main Street, Bartlett, Illinois, 60103 ("LICENSOR"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, whose principal place of business is 1025 Lenox Park Blvd. NE 3rd Floor Atlanta, GA 30319 ("LICENSEE").

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the Village of Bartlett and New Cingular Wireless, LLC, dated _____, 20____, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **Premises.** The Property owned by Licensor is located at _____, and is legally described on Exhibit 1 attached hereto and made a part hereof. The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.

3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.

4. **Consideration.** Rent under this Supplement shall be \$200.00 per year, payable to LICENSOR at 228 South Main Street, Bartlett, Illinois, 60103, Attention: Finance Department. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement. LESSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.

5. **Site Specific Terms.** (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR

VILLAGE OF BARTLETT, an Illinois Municipal Corporation

By:

Name: Daniel Dinges

Title: Director of Public Works

Date: _____

LICENSEE

NEW CINGULAR WIRELESS PCS, LLC a Delaware limited liability company

By: AT&T Mobility Corporation, its Manager

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1

Premises

(see attached site plans)

RESOLUTION 2019 - _____

**A RESOLUTION APPROVING OF THE MASTER POLE
ATTACHMENT AGREEMENT BETWEEN NEW CINGULAR
WIRELESS PCS, LLC AND THE VILLAGE OF BARTLETT**

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

SECTION ONE: The Master Pole Attachment Agreement dated as of April 2, 2019, between the Village of Bartlett and New Cingular Wireless PCS, LLC (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 2, 2019

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

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name: T-Mobile License Amendment #1 at Schick Water Tower Committee or Board: Board:

BUDGET IMPACT

Amount:	(+\$416/month)	Budgeted	NA
List what fund	Water Fund		

EXECUTIVE SUMMARY

T-Mobile has approached the Village to amend their license agreement with the Village. They would like to add a generator at their facility which requires additional land under the water tower. T-Mobile currently is paying \$2,667.00 per month. The amendment includes a new monthly license fee of \$3,083.00 for the additional area needed for the generator.

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

ATTACHMENTS (PLEASE LIST)

Memo, Amendment #1, Resolution

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I MOVE TO APPROVE RESOLUTION 2019-____, A RESOLUTION APPROVING AMENDMENT NO. 1 OF THE NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND T-MOBILE CENTRAL LLC, A DELAWARE LIMITED LIABILITY COMPANY.

Staff: Dan Dinges, Director of Public Works Date: 03/25/19

PUBLIC WORKS MEMO



DATE: March 25, 2019

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: T-Mobile License Agreement Amendment No. 1 at Schick Water Tower

T-Mobile has approached the Village to amend their license agreement with the Village. They would like to add a generator at their facility which requires additional land under the water tower. T-Mobile currently is paying \$2,667.00 per month. The amendment includes a new monthly license fee of \$3,083.00 for the additional area needed for the generator.

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

MOTION:

I MOVE TO APPROVE RESOLUTION 2019-____, A RESOLUTION APPROVING AMENDMENT NO. 1 OF THE NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND T-MOBILE CENTRAL LLC, A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR IN INTEREST TO COOK INLET/VOICE STREAM OPERATING COMPANY, LLC.

RESOLUTION 2019 - _____

**A RESOLUTION APPROVING AMENDMENT NO. 1 OF THE NON-EXCLUSIVE
LICENSE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND T-MOBILE
CENTRAL LLC, A DELAWARE LIMITED LIABILITY COMPANY**

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

SECTION ONE: The Amendment No. 1 of the Non-Exclusive License Agreement dated August 17, 2010, between the Village of Bartlett and T-Mobile Central LLC, a Delaware Limited Liability Company (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

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

Lorna Giles, Village Clerk

FIRST AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT

THIS FIRST AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT (“First Amendment”) is made and entered into on _____, 201__ (“Effective Date”), by and between Village of Bartlett ("Licensor"), and T-Mobile Central LLC, a Delaware limited liability company, ("Licensee") (Collectively the “Parties”).

Recitals

The Parties hereto recite, declare and agree as follows:

A. Licensor and Licensee entered into a NON-EXCLUSIVE LICENSE AGREEMENT, dated August 17, 2010 for the licensed premises (the “Premises”) located at 26 W 011 Schick Road, Bartlett IL (the “ Water Tower Property”).

B. Licensor and Licensee desire to enter into this First Amendment in order to modify and amend certain provisions of the License.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee covenant and agree as follows:

1. Licensor Consent. Licensor hereby grants Licensee the right and consents to Licensee’s expansion of the Premises and the installation of a generator as described and depicted in on Exhibit “A”, which is attached hereto and by this reference incorporated herein, which equipment shall be considered part of the “Licensed Site” under the License Agreement.

2. License Fee. The fee that Licensee pays Licensor will be increased by Four Hundred Sixteen Dollars (\$416.00) per month as of thirty (30) days from the earlier of (a) the date of commencement of construction for the modification of the additional equipment, or (b) the date of the last party to execute this First Amendment and will remain in effect until the end of the First Renewal Term. Thereafter, the license fee for the remaining renewal Term(s) shall be revised according to the following schedule:

License Fee for the Second Renewal Term (years 11 through 15):	\$3,499.00 per month
License Fee for the Third Renewal Term (years 16 through 20):	\$3,916.00 per month

Notwithstanding the foregoing or anything to the contrary contained in the License, further additions, upgrades or modifications to the Licensed Facilities shall not require Licensor consent or an increase in Rent or the payment of any other additional charges or fees. The parties hereby agree that, as of the date of this First Amendment, there are no payment obligations of Licensee under the License, including but not limited to the payment of License Fees, or other costs or fees, that are overdue; and that any future charges payable under the License by Licensee shall be billed by Licensor to Licensee within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred, waived and released by Licensor.

3. Licensee’s Notice Address. Licensee’s notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Licensee:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
Attn.: Lease Compliance
Site No. CH74338A

6. Terms; Conflicts. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this First Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this First Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this First Amendment, the terms and conditions of this First Amendment will govern and control.

7. Approvals. Licensor represents and warrants to Licensee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this First Amendment, or if any such third party consent or approval is required, Licensor has obtained any and all such consents or approvals.

8. Authorization. The persons who have executed this First Amendment represent and warrant that they are duly authorized to execute this First Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the day and year first written above.

Licensor:
Village of Bartlett

Licensee:
T-Mobile West LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

(insert site plan drawing here)

T-Mobile
 850 WEST BRYN MAWR AVE.
 SUITE 100
 CHICAGO, IL 60614
 OFFICE: (773) 444-6400
 FAX: (773) 444-5521

Insite inc.
 Real Estate Consulting Services

WESTIN
 Engineering Consultants, Ltd.
 CONTACT: INFO@WESTINENGINEERING.COM
 PHONE: 773-483-8800

SITE NUMBER
CH74338A
 SITE NAME
BARTLETT WT SCHICK ROAD

SITE ADDRESS
**28 W 011 SCHICK ROAD,
 BARTLETT, IL 60103.**

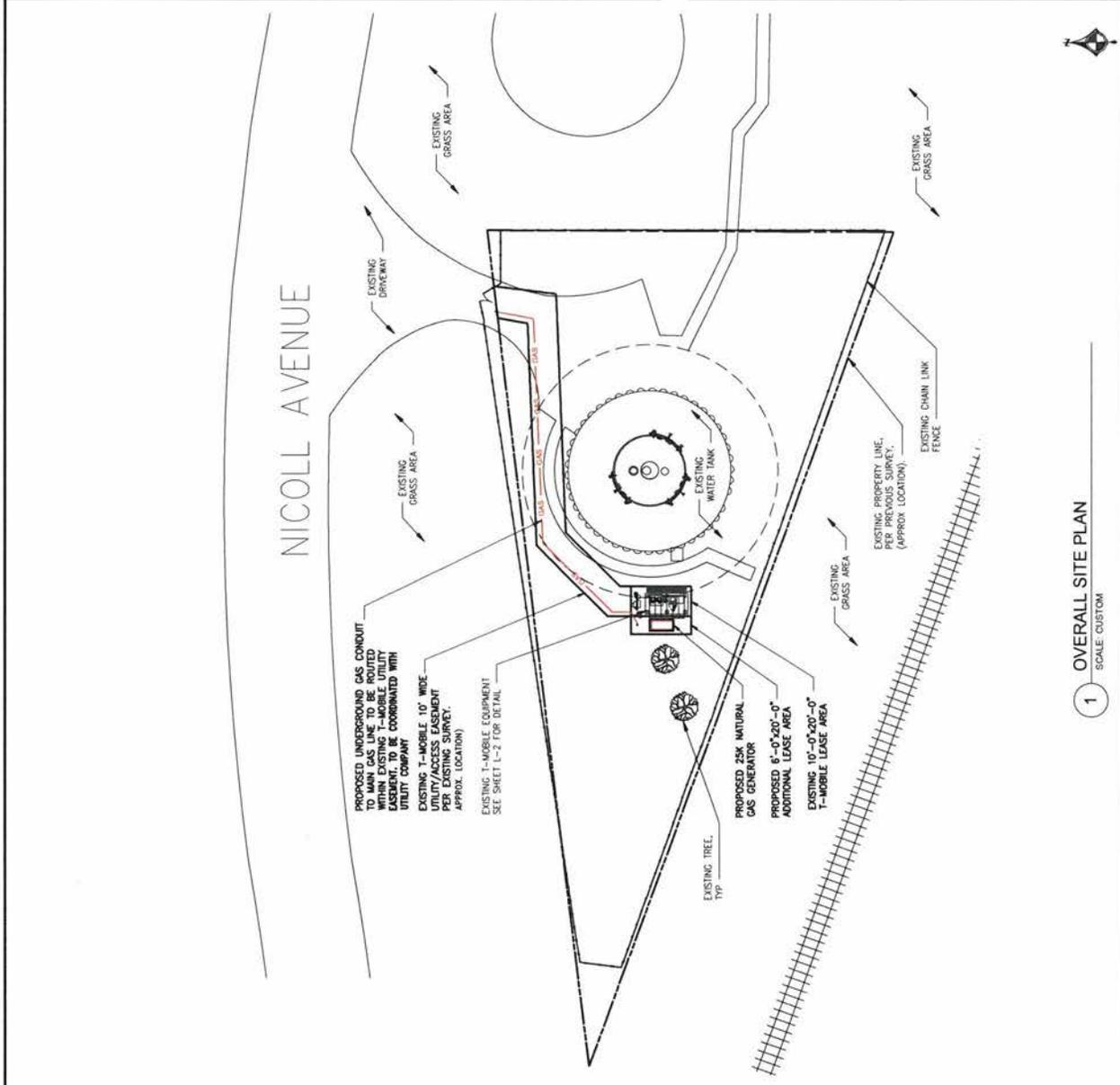
REV.	SUBMITTAL	APPROVED DATE
1A	LEASE EXHIBIT	MUA
		REVISION

PROPERTY THAT THESE DRAWINGS HAVE BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH ALL REQUIREMENTS OF THE GOVERNING REGULATORY CODES.

PREPARED BY: MUA
 CHECKED BY: RA
 APPROVED BY: BA

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
L-1



- CONSTRUCTION NOTES:**
- ELEVATIONS ARE ABOVE MEAN SEA LEVEL.
 - ALL EXISTING EASEMENTS, PROPERTY LINES, SECTION AND SURVEY DATA, AND UTILITIES SHOWN ON THESE DRAWINGS ARE GATHERED BY VISUAL INSPECTION, SURVEY DRAWINGS, AND INFORMATION RECEIVED FROM THE CARRIER.
 - ALL CONSTRUCTION SHALL CONFORM TO CURRENT LOCAL, STATE, AND FEDERAL CODES.
 - THE CONTRACTOR SHALL TAKE ALL REASONABLE MEASURES TO PROTECT EXISTING STRUCTURES, UTILITIES, AND ADJACENT PROPERTIES FROM UNNECESSARY EXPOSURE TO DAMAGE; ALL NEW UNDERGROUND TRENCHING SHALL BE HAND DUG.
 - THE CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING UNDERGROUND POWER, TELCO, GROUNDING CONDUITS, AND ALL OTHER UTILITIES EASEMENTS AND/OR WIRES PRIOR TO TRENCHING. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. VERIFY WITH UTILITY NEW SERVICE HAS BEEN APPLIED FOR; THERE SHALL BE NO SPLICING OF GROUND CONDUCTORS BELOW GRADE.
 - THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE SAFETY AND IF NECESSARY THE REPAIR OF ALL PUBLIC UTILITIES SERVICES SUCH AS GAS, TELEPHONE, ELECTRIC, CABLE, AND WATER.
 - DO NOT INTERRUPT SERVICES TO ANY ADJACENT STRUCTURES OR FACILITIES WITHOUT WRITTEN PERMISSION FROM THE PROPERTY OWNER.
 - EROSION CONTROL MEASURES SUCH AS SILT FENCING AND/OR HAYBALES SHALL BE UTILIZED TO PREVENT SOIL AND DEBRIS FROM CONTAMINATING ADJACENT PROPERTIES, ROADS, AND AREAS.
 - COMMENCEMENT OF CONSTRUCTION SHALL BEGIN ONLY WITH THE WRITTEN APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE; ALL CONSTRUCTION AND MATERIAL ORDERING (WITH THE EXCEPTION OF THE TOWER) SHALL BE DONE WITH DRAWINGS LABELED ISSUED FOR CONSTRUCTION.
 - ALL CLEAN SOIL MAY BE USED ON SITE UNLESS OTHERWISE NOTED IN THE REGULATORY COMMENTS OR BID DOCS.
 - ACCESS TO OTHER CUSTOMERS ON SITE CAN NOT BE BLOCKED AT ANYTIME.
 - ALL SAFETY HAZARDS MUST BE MARKED WITH WARNING TAPE OR SAFETY FENCE.
 - PROPER SIGNAGE MUST BE POSTED AT ACCESS OF COMPOUND PER OSHA SPEC.
 - ANY ACCIDENTS ON SITE MUST BE REPORTED TO THE T-MOBILE MANAGER IMMEDIATELY AFTER ATTENDING TO THE PERSON(S) NEEDS AND ADMINISTERING FIRST AID IF NEEDED.
 - CC'S ARE NOT TO CONTACT LANDOWNERS. ALL MATTERS MUST BE REPORTED TO PROJECT MANAGEMENT TEAM.
 - PROVIDE 2 PULL STRINGS SECURELY FASTENED AT EACH END OF ALL CONDUITS. THE PULL STRINGS ARE TO BE 200 LB. TEST POLYETHYLENE CORD. PROVIDE IDENTIFICATION OF EACH CONDUIT AND MARK AS SHOWN ON THIS SITE PLAN.
 - ALL CONDUITS MUST BE PROPERLY INSTALLED AND SEALED TO PREVENT FREEZING AND DAMAGE.

1 OVERALL SITE PLAN
 SCALE: CUSTOM

PUBLIC WORKS MEMO



DATE: March 25, 2019

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Electricity Purchase

At the March 19th Board meeting the Village Board authorized staff to go out for proposals for new energy contracts. The Village works with a private energy advisor, Satori Energy, to review our usage and secure competitive pricing from 3rd party suppliers. Satori Energy received proposals and received a low bid amount from Constellation NewEnergy, Inc. (Our current Supplier) as follows:

- \$0.04758/kWh for Enterprise Accounts from 12/17/20 – 12/15/23
- \$0.027/kWh for Street Lighting Account from 12/9/20 – 12/7/23

Both of these were below our not to exceed amounts, \$0.053 and \$0.30 respectively, therefore Village Administrator Paula Schumacher signed the agreements.

MOTION:

I move the Village Board approve Resolution 2019 - _____, a Resolution Ratifying the Electricity Supply Agreements between the Village of Bartlett and Constellation NewEnergy, Inc.

RESOLUTION 2019 - _____

A RESOLUTION RATIFYING OF THE ELECTRICITY SUPPLY AGREEMENTS BETWEEN THE VILLAGE OF BARTLETT AND CONSTELLATION NEWENERGY, INC.

WHEREAS, on March 19, 2019, the Village Board passed Resolution 2019-____, "A Resolution Approving the Purchase of Electricity by the Village of Bartlett at a Price Not To Exceed \$0.053/kWh" which authorized the Village to enter an Electric Supply Agreement with the low bidder therefor as determined by the Village's energy consultant in form approved by the Village Attorney, at a cost not to exceed \$0.050/kWh for Enterprise Accounts, and \$0.03/kWh for Street Lighting Accounts as determined by the Village Finance Director (the "Conditions of Approval"), and authorized the Village Administrator to sign and the Village Clerk to attest to said agreements meeting the Conditions of Approval; and

WHEREAS, Constellation New Energy, was the low bidder that met the Conditions of Approval, and the Village Administrator and Village Clerk did sign and attest to the Electric Supply Agreements appended here, as authorized by Resolution 2019-_____;

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

SECTION ONE: The two Electricity Supply Agreements dated March 20, 2019, between the Village of Bartlett and Constellation NewEnergy, Inc. (the "Agreements"), for the service addresses, length of term and energy price set forth on the Account Schedule attached to each Agreement, each of which meet the Conditions of Approval, are hereby ratified.

SECTION TWO: That the execution of the Agreements by the Village Administrator on behalf of the Village of Bartlett is hereby ratified and approved.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 2, 2019

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

Lorna Giles, Village Clerk



Agreement is Not
Valid Unless
Executed by Seller

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions**

VILLAGE OF BARTLETT ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs	Fixed
Transmission Costs	Fixed
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed
Balancing Congestion Costs	Fixed
Transmission Reallocation Costs	Fixed

The contract prices contained in the Account Schedule include credit costs and margin as well as Renewable Portfolio Standards Costs to be collected by Seller (50% commencing June 1, 2017, 25% commencing June 1, 2018, and 0% commencing June 1, 2019, to the extent such years overlap with the term of this Agreement). The Future Energy Jobs Bill (Illinois Public Act 099-0906) ordered the UDC, effective June 1, 2017, to begin collecting the remaining portions of the Renewable Portfolio Standards Costs. Any applicable RMR Costs are also included in the contract prices. Selecting Transmission Costs as "Fixed" means that these costs are included in your contract price and are not subject to change unless there has been a Change in Law pursuant to Section 5 of the General Terms and Conditions below. For clarity, we will not pass through any future changes in Transmission Costs based on the UDC's regular adjustments to Network Transmission Service and Transmission Enhancement rates.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the

FOR INTERNAL USE ONLY

pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the applicable residual zone ("LMP") + \$.008250/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). If you have elected to receive a single bill from us for one or more of the Account(s) served hereunder, we will invoice you for all UDC Charges and related Taxes for those Account(s) ("Seller Consolidated Billing"). If you have elected to receive a single bill from the UDC for one or more of the Account(s) served hereunder, the UDC will invoice you for all of our charges and all UDC Charges and related Taxes for those Account(s) ("UDC Consolidated Billing"). Otherwise, we will invoice you for all our charges and the UDC will invoice you for all UDC Charges and related Taxes for those Account(s) which we refer to as "Dual Billing." Initially all your Account(s) will be billed as follows, which may change based on your Account(s) eligibility: **Seller Consolidated Billing.** All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less; and we may withhold any payments due to the UDC until we receive such payments. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Illinois, your aggregate consumption and usage during any 12 month period is greater than 15,000 kilowatt-hours and that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1221 Lamar St. Suite 750, Houston, TX 77010, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com.

Authorization. You authorize the UDC to provide us with your historical and future energy billing and usage data (which includes your electricity usage levels for distinct time periods as short as 30 minutes, to the extent that this information has been recorded and retained by the UDC). This authorization is for purposes of the development and provision of current and future products or services in connection with the services contemplated in this Agreement, and will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-888-635-0827. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

FOR INTERNAL USE ONLY

UDC Name	UDC Abbreviation	Contact Numbers
Commonwealth Edison	COMED	1-800-334-7661

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

FOR INTERNAL USE ONLY

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: Village of Bartlett

Signature: _____

Signature: Paula Schumacher

Printed Name:
Title:

Printed Name: Paula Schumacher
Title: Village Administrator

Address: 1221 Lamar St. Suite 750
Houston, TX 77010
Attn: Contracts Administration

Date: 3/20/19
Address: 228 S MAIN ST
BARTLETT, IL 60103-4421

Fax: 888-829-8738
Phone: 844-636-3749

Fax: 630-837-7168
Phone: 630-837-0800
Email: Pschumacher@vbartlett.org

FOR INTERNAL USE ONLY

General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

"Balancing Congestion Costs" means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule.

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Costs" means the charge for Network Transmission Service and Transmission Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"Transmission Reallocation Costs" means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 below.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all

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material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
 - the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us
- ; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity,

the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your

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decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business

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Errors and omissions excepted. Std. Short Form_v.2010 Rev Nov-01-2017 ()

Sales Rep: Andrew L Dickerson G267177.3580.0 Printed: 3/20/2019

ACCOUNT SCHEDULE:

For: Village of Bartlett

The Pricing set forth below is only valid until 5:00 PM Central Prevailing Time on March 20, 2019

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 30

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
COMED	0183077205	222 E SCHICK RD LIFT STATION, BARTLETT, IL 60103	11/26/20	11/25/23	\$0.04758
COMED	0458018043	28w011 Schick Rd., Bartlett, IL 60103	12/17/20	12/15/23	\$0.04758
COMED	0484046004	31w 124 Lake St., Bartlett, IL 60103	12/17/20	12/15/23	\$0.04758
COMED	0549158054	300 S MAIN ST, BARTLETT, IL 601034423	12/17/20	12/15/23	\$0.04758
COMED	0575137021	315 E DEVON AVE, BARTLETT, IL 601034453	12/17/20	12/15/23	\$0.04758
COMED	0779095037	390 Blueheron Cir, Lift Station, Bartlett, IL 60103	12/07/20	12/03/23	\$0.04758
COMED	1043095059	1561 OLD FORGE RD, BARTLETT, IL 601031852	12/17/20	12/15/23	\$0.04758
COMED	1106356004	800 W ONEIDA AVE, BARTLETT, IL 601036608	12/04/20	12/02/23	\$0.04758
COMED	1251136063	271 S OAK AVE, BARTLETT, IL 601034424	12/17/20	12/15/23	\$0.04758
COMED	1303030123	900 S. Route 59, Bartlett, IL 601031668	12/17/20	12/15/23	\$0.04758
COMED	1979136001	502 JERVEY LN, BARTLETT, IL 601034524	12/17/20	12/15/23	\$0.04758
COMED	1992121017	01 Bartlett Road, Bartlett, IL 60103	12/17/20	12/15/23	\$0.04758
COMED	2200061081	207 E. Country Dr., Bartlett, IL 60103	12/17/20	12/15/23	\$0.04758
COMED	2759011000	1595 Petersdorf, Bartlett, IL 60103	12/17/20	12/15/23	\$0.04758
COMED	3214100001	1120 AUBURN LN, BARTLETT, IL 601031657	12/17/20	12/15/23	\$0.04758
COMED	3760148000	1430 BREWSTER CREEK BLVD, BARTLETT, IL 601031695	12/17/20	12/15/23	\$0.04758
COMED	4033130008	Sign, Pebble Beach Rd 0 Se Rt 59, Bartlett, IL 60103	12/04/20	12/02/23	\$0.04758
COMED	4410158042	1150 BITTERSWEET DR, BARTLETT, IL 601038807	12/17/20	12/15/23	\$0.04758

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COMED	4488133066	28w 480 Sterns Rd., Bartlett, IL 60103	12/17/20	12/15/23	\$0.04758
COMED	4631147098	1791 ARIANA DR, BARTLETT, IL 601032314	12/17/20	12/15/23	\$0.04758
COMED	4665038035	120 E RAILROAD AVE, BARTLETT, IL 601034655	12/04/20	12/02/23	\$0.04758
COMED	4748003003	944 W STEARNS RD, BARTLETT, IL 601034585	12/17/20	12/15/23	\$0.04758
COMED	4833047022	138 W ONEIDA AVE, BARTLETT, IL 601034207	12/04/20	12/02/23	\$0.04758
COMED	4839083022	691 SAN DIEGO PL, BARTLETT, IL 601034725	12/17/20	12/15/23	\$0.04758
COMED	5163011019	535 W DEVON AVE, BARTLETT, IL 601034449	12/04/20	12/02/23	\$0.04758
COMED	5216103002	1442 Woodland Hills Dr., Bartlett, IL 60103	12/17/20	12/15/23	\$0.04758
COMED	5228140042	120 E RAILROAD AVE, BARTLETT, IL 601034655	12/04/20	12/02/23	\$0.04758
COMED	5450032000	2011 WESTRIDGE BLVD, BARTLETT, IL 601031356	12/17/20	12/15/23	\$0.04758
COMED	5827123021	818 Kent Circle, Bartlett, IL 601034583	12/17/20	12/15/23	\$0.04758
COMED	7463066003	2255 South Wind Drive, Bartlett, IL 60103	12/04/20	12/02/23	\$0.04758

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

Payments to Certain Third-Parties: You acknowledge and understand that:

- We are making a payment to Satori Enterprises LLC DBA dba Satori Energy in connection with its efforts to facilitate our entering into this Agreement; and
- Your price reflects the fee we are paying to Satori Enterprises LLC DBA dba Satori Energy
- Satori Enterprises LLC DBA dba Satori Energy is acting on your behalf as your representative and is not a representative or agent of ours.
- You should direct any questions regarding such fee to Satori Enterprises LLC DBA dba Satori Energy.

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**Agreement is Not
Valid Unless
Executed by Seller**

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions**

VILLAGE OF BARTLETT ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs	Fixed
Transmission Costs	Fixed
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed
Balancing Congestion Costs	Fixed
Transmission Reallocation Costs	Fixed

The contract prices contained in the Account Schedule include credit costs and margin as well as Renewable Portfolio Standards Costs to be collected by Seller (50% commencing June 1, 2017, 25% commencing June 1, 2018, and 0% commencing June 1, 2019, to the extent such years overlap with the term of this Agreement). The Future Energy Jobs Bill (Illinois Public Act 099-0906) ordered the UDC, effective June 1, 2017, to begin collecting the remaining portions of the Renewable Portfolio Standards Costs. Any applicable RMR Costs are also included in the contract prices. Selecting Transmission Costs as "Fixed" means that these costs are included in your contract price and are not subject to change unless there has been a Change in Law pursuant to Section 5 of the General Terms and Conditions below. For clarity, we will not pass through any future changes in Transmission Costs based on the UDC's regular adjustments to Network Transmission Service and Transmission Enhancement rates.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the

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pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the applicable residual zone ("LMP") + \$.008250/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). If you have elected to receive a single bill from us for one or more of the Account(s) served hereunder, we will invoice you for all UDC Charges and related Taxes for those Account(s) ("Seller Consolidated Billing"). If you have elected to receive a single bill from the UDC for one or more of the Account(s) served hereunder, the UDC will invoice you for all of our charges and all UDC Charges and related Taxes for those Account(s) ("UDC Consolidated Billing"). Otherwise, we will invoice you for all our charges and the UDC will invoice you for all UDC Charges and related Taxes for those Account(s) which we refer to as "Dual Billing." Initially all your Account(s) will be billed as follows, which may change based on your Account(s) eligibility: **Seller Consolidated Billing.** All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less; and we may withhold any payments due to the UDC until we receive such payments. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Illinois, your aggregate consumption and usage during any 12 month period is greater than 15,000 kilowatt-hours and that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1221 Lamar St Suite 750, Houston, TX 77010, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com.

Authorization. You authorize the UDC to provide us with your historical and future energy billing and usage data (which includes your electricity usage levels for distinct time periods as short as 30 minutes, to the extent that this information has been recorded and retained by the UDC). This authorization is for purposes of the development and provision of current and future products or services in connection with the services contemplated in this Agreement, and will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-888-635-0827. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

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UDC Name	UDC Abbreviation	Contact Numbers
Commonwealth Edison	COMED	1-800-334-7661

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: Village of Bartlett

Signature: _____

Signature: Paula Schumacher

Printed Name:
Title:

Printed Name: Paula Schumacher
Title: Village Administrator
Date: 3/20/19
Address: 228 S MAIN ST
BARTLETT, IL 60103-4421

Address: 1221 Lamar St Suite 750
Houston, TX 77010
Attn: Contracts Administration

Fax: 888-829-8738
Phone: 844-636-3749

Fax:
Phone:
Email:

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General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

"Balancing Congestion Costs" means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule.

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Costs" means the charge for Network Transmission Service and Transmission Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"Transmission Reallocation Costs" means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 below.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all

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material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
 - the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us
- ; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity,

the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your

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decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business

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ACCOUNT SCHEDULE:

For: Village of Bartlett

The Pricing set forth below is only valid until 5:00 PM Central Prevailing Time on March 20, 2019

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below. Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
COMED	2124118021	169 Regency Dr Lite Rt/25, Bartlett, IL 601034442	12/09/20	12/07/23	\$0.02700

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

Payments to Certain Third-Parties: You acknowledge and understand that

- We are making a payment to Sabri Enterprises LLC DBA dba Satori Energy in connection with its efforts to facilitate our entering into this Agreement, and
- Your price reflects the fee we are paying to Sabri Enterprises LLC DBA dba Satori Energy
- Sabri Enterprises LLC DBA dba Sabri Energy is acting on your behalf as your representative and is not a representative or agent of ours.
- You should direct any questions regarding such fee to Sabri Enterprises LLC DBA dba Sabri Energy.

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