

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**MARCH 24, 2020**  
**7:00 P.M.**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **\*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.*
- \*5. **MINUTES:** Board & Committee Minutes – March 3, 2020
- \*6. **BILL LIST:** March 17, 2020
7. **TREASURER'S REPORT:** January, 2020  
Sales Tax Report – November, 2019  
Motor Fuel Tax Report – December, 2019
8. **PRESIDENT'S REPORT:**
  - A. Ordinance of the Village of Bartlett Ratifying a Declaration of Local State of Disaster and Continuing, Extending and Renewing the Same Pursuant to Title 2, Chapter 2, of the Bartlett Municipal Code and Pursuant to 65 ILCS 5/11-1-6
9. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
10. **TOWN HALL:** (Note: Three (3) minute time limit per person)
11. **STANDING COMMITTEE REPORTS:**
  - A. **BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS**
    1. None
  - B. **COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA**
    1. None
  - C. **FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE**
    - \*1. Resolution Approving of the Janitorial Services Agreement Between the Village of Bartlett and Multisystem Management Company
    - \*2. Resolution Approving of Disbursement Request for Payout No. 15 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project
  - D. **LICENSE & ORDINANCE COMMITTEE, CHAIRMAN REINKE**
    1. None
  - E. **POLICE & HEALTH COMMITTEE, CHAIRMAN CARONARO**
    1. None
  - F. **PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER**
    1. Revision to Resolution 2020-10-R Approving of the Second Amendment to Sewer Service Agreement with Bartlett, IL
    - \*2. Resolution Approving of the Non-Exclusive License Agreement Between the Village of Bartlett and the Board of Education of School District U-46
    - \*3. Ordinance Authorizing the Sale by Internet Auction of Surplus Personal Property Owned by the Village of Bartlett
12. **NEW BUSINESS**
13. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
14. **ADJOURNMENT**



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1. CALL TO ORDER

President Wallace called the regular meeting of March 3, 2020 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:07 p.m. in the Council Chambers.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Human Resources Director Janelle Terrance, Economic Development Coordinator Tony Fradin, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Assistant Finance Director Matt Coulter, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Planning & Development Director Roberta Grill, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Food & Beverage Manager Paul Petersen, Police Chief Patrick Ullrich, Deputy Chief Jim Durbin, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Police Chaplain Breanne Fuelling 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 Deyne stated that he would like to add Item 1 under Finance & Golf, Ordinance 2020-20, an Ordinance Amending Title 3, Chapter 3, of the Bartlett Municipal Code to Add New Section 3-3-2-19: Class Q Thereto Creating A New Liquor Classification for a Brew Pub to the Consent Agenda.



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

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

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

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

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

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

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

**6. MINUTES**

Trustee Camerer moved to approve the Board and Committee Minutes from February 18, 2020 and that motion was seconded by Trustee Carbonaro.

**ROLL CALL VOTE TO APPROVE THE BOARD AND COMMITTEE MINUTES FROM FEBRUARY 18, 2020.**

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

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



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8. TREASURER'S REPORT - None

9. PRESIDENT'S REPORT

President Wallace read a Proclamation celebrating the 10-year Anniversary of Bartlett's Sister City Relationship with Miaoli City, Taiwan.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized staff birthdays and anniversaries.

11. TOWN HALL

**George Koziol, 654 Hazel Nut Court**

Mr. Koziol stated that state and local legislators approved laws to ban smoking, and now vaping, in restaurants and public buildings. There are also laws restricting how close to doorways, smoking and vaping is allowed. Many businesses imposed similar bans for indoor areas. He thought and believed that many citizens are in agreement with these laws. Because of the large number of people in confined areas and the presence of hazardous smoke in high concentrations, this makes sense for the government stepping up to put controls in place. There are now discussions taking place in our town as to if government should step in to restrict smoking and vaping in public parks. The current proposal is targeting the Town Center properties, Koehler Fields, Bartlett Park, Veteran's Memorial Park and Ruzicka Park. The big question on his mind is why exclude the golf course? Is it because such a restriction might impact attendance and cash income? Why should smoking and vaping be allowed on the golf course and not the mentioned properties? Is this fair? Are people in these areas complaining about smoking and vaping and to what degree? Are we making more out of something that really isn't a problem? This is the great outdoors and any smoke or vaping is quickly blown away and very highly diluted. These are spaces for all citizens without restrictions. He could understand why you would want the best for the citizens but he has to question if government has the right to impose rules like this. He was wondering if in the interest of the public well-being, they are willing to ban all cigarettes and vaping related products from Bartlett completely? He thought that something like this happened years ago when prohibition of alcohol was tried with a resounding failure. He hoped that we are not overstepping our boundaries on this one and didn't think this was needed or desired. He suggested a "No" vote to approve.

**Gary Luper, 804 Brookside Drive**

Mr. Luper stated he recently received a letter from the public works department that there was a possibility of lead in the water. He understood that the samplings were only .1% higher than the EPA recommended. He was curious where the samples were taken and how big of a problem it is and how long has it been prevalent. Was it since they installed the Lake Michigan water?



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Public Works Director Dan Dinges stated that they did thirty lead tests and thirty copper tests throughout the village. They were at sixteen parts per billion and the limit is fifteen parts per billion. These are houses that were built prior to the 70's. All the copper samples that they tested are below the limit and those were in houses built primarily in the 60's to the 80's that may have lead solder or fixtures with lead in them. They are required to do lead and copper samples every three years. The water we are receiving from Chicago through the DuPage Water Commission is lead-free. The City of Chicago injects phosphate into the water which helps create a coating on houses that have lead services or lead solder. They have three sample houses that were high and they can already see the lead level dropping. They will keep monitoring and make sure that it continues to drop.

President Wallace stated that the houses that had higher lead detection were provided with filters.

Mr. Dinges stated that the area that they believe has lead services (under 250 houses) out of 14,000 houses (under 2%) have been surveyed, but they did not have a good response. Therefore, they have been placing phone calls to each residence in order to make an appointment to enter the home to verify the type of material they have. Many of the homes that they have entered turn out to be copper instead of lead. For the homes that do have lead, there is a program where the village would cost-share to replace that service with a copper service. They are issuing filters for those homes with lead as well as educating them how to flush the line.

Mr. Luper stated that in January the village put blue flags all the way down the street and residents were told that they were going to replace the water pipes. He asked if his pipes were affected.

Mr. Dinges stated that none of the mains that the village owns or operates are lead. The project he is referring to is a water main replacement project. If they ran into lead they would replace the lead service from the main to the b-box. They are confident that his particular home is copper.

## 12. STANDING COMMITTEE REPORTS

### A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

### B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

Trustee Gabrenya stated that there was no report.



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C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Ordinance 2020-20, an Ordinance Amending Title 3, Chapter 3, of the Bartlett Municipal Code to Add New Section 3-3-2-19: Class Q Thereto Creating a New Liquor Classification for a Brew Pub was covered and approved under the Consent Agenda.

Trustee Deyne presented the Letter of Intent for Site E.

Economic Development Coordinator Tony Fradin stated that what they have before them tonight is a Letter of Intent from Mr. Manny Rafidia to purchase and develop the village owned property at the intersection of Railroad and Berteau (Opportunity Site E). They have worked closely with Mr. Rafidia for a number of years. First, in attracting to purchase and rehabilitate Bartlett Plaza, which he has essentially done. He expressed an interest in developing some apartment projects in the area and we apprised him of the village owned property that was the undeveloped part of Bartlett Town Center. Through the past several months they have been engaging in some ongoing negotiations with him regarding price and what he wants to do with the property. He currently wants to build a five-story apartment building with about 100 units. He has submitted a couple of offers for the property which the board has counter offered on. Ultimately, offering him the property for \$400,000. He verbally agreed to that and began doing some of the due diligence on the site. While they were investigating the site and while Mr. Rafidia had some engineers looking into it, they determined that some utilities would have to be vacated or relocated to service the type of building he wants to construct. Once he started to do some analysis of the soil report, it was determined that there would have to be a substantial amount of soils removed from the site. While we continued negotiating with him, we came to offer a possible \$50,000 credit upon his closing which would help offset some of the extraordinary site costs to bring the site shovel ready.

Village Attorney Bryan Mraz stated that before there would be any type of roll call, this is just a Letter of Intent and doesn't have an extra ordinary voting requirement. However, for this to move forward there would have to be an official real estate contract and in that contract, the sale of village property requires approval of three fourths of the corporate authority, i.e., six board members. The Letter of Intent does not lock you into an ordinance because the details are in that contract. If there is not close to that number of votes, he didn't think that it would make sense to go forward with the contract. He didn't know what the Board's thoughts were but he wanted to give that information to the Board.

Trustee Deyne stated that they have discussed this quite a bit. The site has been vacant for a good number of years and we have an opportunity to bring in a development which would really improve the quality of the downtown.

Trustee Hopkins asked what the appraised value of the property was?



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Mr. Fradin stated that there was an appraisal completed in December, 2017 and the amount was \$825,000. The asking price for the property has been \$660,000 for the past several years. They have had a lot of “lookers” and they have pitched it to dozens of apartment developers through trade shows and email blasts. A few years ago, the village issued an RFP and Foxford communities presented a development plan. Once they backed out from their project (summer of 2018), this is the highest offer they have had on it. As much as he would like to bring a higher offer, this is the best offer they have had in quite some time.

Trustee Deyne stated that the first offer did not take into consideration the soil condition.

President Wallace stated that if we could get more feet on the street in the downtown area, that is where the bulk of the village’s revenue will come from long term.

Attorney Mraz stated that when they did the RFP there were different statutes that give the Board authority to sell village property. One of those was setting the price at 80% of the appraised value, which is how they got that first offer. Ultimately, if the Board feels it is no longer necessary for village purposes and three fourths of the corporate authorities vote in favor, than there is not a price restriction and the Board has the authority to sell it at the price they feel is appropriate.

President Wallace stated that the village attorney is looking for a straw pull to determine if they are going to seriously consider the contract.

Attorney Mraz stated that they are voting on the letter of intent. He suggested if they want to have further discussion or have issues they can adjourn to Executive Session or vote on it as it stands.

Trustee Deyne stated that he thought they have beat it enough and the public needs to hear how they stand.

Trustee Reinke moved to approve the Letter of Intent for Site E and that motion was seconded by Trustee Camerer.

Trustee Carbonaro clarified that this as not a contract, and there was no verbiage that says he is asking for additional credits for permit fees, etc.

Attorney Mraz’s stated that in the Letter of Intent there are reduced donations as well as reduced fees. Mr. Rafidia is not looking at it from what the price is. His perspective was that this is what he could afford to build, where it is economically feasible.

President Wallace stated that the Board has gone back-and-forth a few times and rejected a few offers to get a better deal. He is in favor and thinks it is a good deal on both sides.



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ROLL CALL VOTE TO APPROVE LETTER OF INTENT FOR SITE E

AYES: Trustees Camerer, Carbonaro, Deyne, Reinke, President Wallace  
NAYS: Trustees Gabrenya, Hopkins  
ABSENT: None

Attorney Mraz stated that unless someone would change their mind, if they would bring a contract before the Board, it will die. Since it is close, he asked that he would be directed to put the contract together and bring it back to the Board. The contract would include a redevelopment attachment which would more clearly lay out the limits on donations and fees from the village as well as some of the protections that might alleviate some fears. It could be that some board members are just opposed and it doesn't matter what the contract says.

Trustee Hopkins stated that if he wants to do that than the developer must burden those costs. He has heard what the Board has to say, so if Attorney Mraz wants to spend more billable hours on it, the developer should be responsible for those fees. To proceed, the developer needs to sign off and cover those costs to protect the taxpayers because they are already taking over 50% on the appraised value.

Trustee Reinke stated that it doesn't make any sense to invest billable hours and drafting that contract right now.

Attorney Mraz stated that he has already began drafting because of tight time frames and he will stop immediately. Given that condition, if they would be willing to pay that cost than he would proceed.

Trustee Deyne asked what kind of revenue would come to the village if the building were completely rented.

Mr. Fradin stated that they anticipated \$70-\$80,000 at full capacity.

Trustee Deyne asked what it costs the village to have this undeveloped land.

Mr. Fradin stated opportunity cost – it is tax exempt.

Trustee Deyne stated that they could generate \$70-\$80,000 on an annual basis. The reality is that if the building is rented with approximately 200 people, they would be walking the streets in downtown Bartlett shopping and visiting our restaurants. What about the sales taxes generated there. It would offset quite a bit of the discounted price on the property.



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Mr. Fradin stated that there are math formulas that the former village planner calculated approximately for 180-185 residents. They backed into it from what the proposed rents would be to come up with an estimate of what the median household income would be (\$70-\$80,000) and based on math formulas of what residents typically spend locally, came up with that number of additional tax revenues.

President Wallace stated that the area is weightable to the lot that is sitting empty at Prospect and Devon right now that we would probably have made \$400-\$500,000. It is disappointing.

Trustee Deyne asked if with due respect, he could ask his colleagues if they could possibly foresee the vision of an additional 100-200 people in the downtown area spending money in our restaurants or bars or just generally shopping down there and the amount of revenue that this village could generate and not be hung up on the discounted price Mr. Rafidia is asking us for.

Trustee Hopkins stated that he didn't know if that was the only holdup here. He would not disclose what was discussed at Executive Session but price was not the only issue here.

Trustee Camerer stated that we have given other businesses discounts like this already. He's not the first one, it's just a bigger project. He thought this building would be beneficial for the city. It has been sitting there vacant since the village was formed and people are not beating the doors down for it.

**D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN REINKE**

Trustee Reinke stated that there was no report.

**E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO**

Trustee Carbonaro stated that there was no report.

**F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER**

Trustee Camerer stated that there was no report.

**13. NEW BUSINESS**

Trustee Camerer stated that a resident on Jackson was wondering about a house on that street that caught fire several years ago and has been vacant. The residents are concerned about mold and mildew and the fact that nothing is moving forward.



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Building Director Brian Goralski stated that the fire was in 2018 and we are in court with them and their insurance agent. It is in foreclosure and they are hoping for a sale and turnover to a developer soon.

Trustee Camerer asked if when they turn it over to a developer, is there going to be precautions with mold and mildew.

Mr. Goralski stated that the house is closed up right now so it is contained. There will be an asbestos abatement requirement which is within our ordinances.

President Wallace asked the Board if they would be available on March 24<sup>th</sup> for the next meeting instead of March 17<sup>th</sup>.

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 Camerer moved to adjourn the regular Board meeting and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:47 p.m.

  
Lorna Gilles  
Village Clerk



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COMMITTEE MINUTES  
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President Wallace called the Committee of the Whole meeting to order at 6:00 p.m.

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

**ABSENT:** None

**ALSO PRESENT:** Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Senior Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Golf Professional Phil Lenz, Police Chief Patrick Ullrich, Deputy Chief Jim Durbin, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

**BUILDING & ZONING, CHAIRMAN HOPKINS**  
**7-Eleven – 555 W. Lake Street**

Chairman Hopkins stated that they have one item on the agenda tonight and that is the 7-Eleven at 555 W. Lake Street. They are requesting a Site Plan, Special Use Permits and Variations.

Planning & Development Director Roberta Grill stated that the Petitioner is requesting Site Plan Review for a proposed 3,500 SF 7-Eleven convenience store and gas station at the northeast corner of N. Bartlett Rd. and Lake St. The Petitioner is also requesting a Special Use Permit for an automobile service station since the use of the site as a service station has been discontinued for more than six (6) months.

The Petitioner is also requesting Special Use Permits to sell package liquor (beer and wine only) and for outdoor sales (propane).

The existing building would be demolished with the new convenience store oriented towards Lake St. It would be a 24 hours facility, open seven days per week. The site plan shows two curb cuts, one on Lake Street (right in/right out) and a full access point on N. Bartlett Road (towards the west). The two existing curb cuts would be removed.

The Petitioner is requesting the following Variations:

- A 2.5 ft variation from the required 50 ft. front yard to allow the fuel pump canopy 47.5 feet from the front property line (south – Lake St.)
- An 8 ft. variation from the required 50 ft. corner side yard to allow the fuel pump canopy 42 feet from the corner side property line (west – N. Bartlett Rd.)



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- To allow parking in the corner side yard (on the west side of the building)
- To allow the trash enclosure in the corner side yard rather than the rear yard
- To reduce the required width of the landscaped interior parkway from 20 feet to 7 feet

They have provided 29 parking spaces on the site which exceeds the zoning ordinance requirement of 28. They are proposing a 6' tall solid wood fence along the north and east property line (includes landscaping with trees and shrubs). The village's environmental consultant has reviewed the plans and met with the petitioner. He has provided recommendations and these recommendations would be incorporated into the staff's report if the Board decides to send this on to the Zoning Board of Appeals and Plan Commission. The petitioners are here tonight and would like to approach the Board with an amendment to their request.

Jon Silverberg, Director of Development at GW Properties Group LLC stated that they are proposing this development and they have a "scriber error" whereas they are looking for a "full" liquor license to sell package beer, wine and liquor. That is the only amendment and additionally they met with the police staff and while they are proposing a 6' tall fence, they have made a request that it be a wrought iron fence that you can see through for safety purposes.

Chairman Hopkins stated that he did not see a problem with that.

Chairman Camerer stated that this is setting a precedent with this liquor license where no other gas stations in Bartlett have a full liquor license. He thinks it opens the door for a lot of different gas stations to come to the village asking for the same sort of thing. With a full license, it opens the door for video gaming. Is this also the intent?

Mr. Silverberg stated that is not in their proposal. He stated that he was not an expert in video gaming but there are additional other hurdles that must be met in order to have video gaming.

Village Attorney Bryan Mraz stated that you can't get video gaming with package liquor unless they are a truck stop.

Mr. Silverberg added that there are certain volumes of gas to qualify and it must be over 3 acres.

Chairman Camerer stated that we are not taking into consideration some of the small liquor store businesses in Bartlett or 7-Eleven's that don't have the gas facility that sell liquor as part of the revenue. We have three liquor stores in town



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plus a 7-Eleven selling package liquor. Now you open up all the gas stations to selling and supermarkets. What kind of affect is that going to have on a small business person. He cannot see voting "yes" on this with a full liquor license.

Chairman Hopkins stated that he thought that the majority of the people utilizing this facility are probably not even Bartlett residents, they are just passing through to go home.

Chairman Camerer stated that as soon as this door opens the rest will be asking for it also.

Chairman Hopkins stated that it is a special use so we can determine what we see fit. He sees no problem with package liquors.

Chairman Camerer asked how you can deny one when another service station requests it.

Attorney Mraz stated that having something be a special use is not total discretion on your part. The ability to turn down the special use under more recent supreme court cases is not as restrictive. It is easier to defend if none of them have it than if one has it. He does believe you would see some others and doesn't know if he could hide behind the fact that it's a special use and deny it and not expect some litigation. It is not unusual for towns to have alcohol at gas stations.

President Wallace asked if the 7-Eleven across the street sells package liquor.

Mr. Silverberg stated that the 7-Eleven's in town do sell package liquor. All of the liquor is only sold behind the counters.

Dan Akroyd with 7-Eleven thanked the board for having them there and they were very excited to have the opportunity to bring the latest and greatest of their stores. They are really excited to enhance this intersection. In regards to the package liquor license, by no means are they a liquor store. It is a percentage of their sales of which they do count for in order to afford a development such as this. Their developers are scraping and rebuilding the entire site, environmentally clean, from scratch. This is going to be a 3,500 SF store and to his knowledge there are no other stores this size in Bartlett. They are a convenience driven store and like to have those top items that their customers ask them to carry.

Chairman Deyne stated that they have gone through this before on the Plan Commission and with the Zoning Board of Appeals. We are setting precedents and what is happening is that it becomes a legal matter. He asked the petitioner



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if liquor were to be excluded from this project, would they still move forward with the construction of the gas station?

Mr. Akroyd stated that as large as the company that 7-Eleven is, it was a team decision. He stated that it would dramatically affect their ability to proceed here.

Chairman Reinke asked if they were to sell alcohol at this facility would it be behind the counter?

Mr. Akroyd stated that the hard liquor would be behind the counter. Beer and wine are in coolers.

Chairman Gabrenya asked if the location across the street would remain open?

Mr. Akroyd stated that it has not been determined yet or would be a relocation. 7-Eleven is a corporately owned company and they do look for business operators within the community. They do like to franchise locations but they are still corporately owned stores. They like to provide the opportunity for a local business person that is interested in becoming a franchisee, an opportunity to run their own business.

Chairman Gabrenya asked if we approved this location, would we be removing the opportunity for the person at the 7-Eleven across the street?

Mr. Akroyd stated that if it was a relocation, that franchisee would potentially take over the new store.

Mr. Silverberg stated that is a decision made at the corporate level and has not been determined at this point.

Chairman Hopkins stated that this is an opportunity to develop this corner and the EAV on this property would be beneficial. This has been an eyesore on Lake Street since 2013. He suggested that the fuel vent stacks along Lake Street could be on top of the canopy or off to the east property line away from a major intersection and add an additional 3-stop and overfill.

Mr. Silverberg stated that 7-Eleven designs and installs the fuel portion of the site but they can relocate the vents on the eastern portion of the property.

Chairman Hopkins stated that they will forward this on to the Zoning Board of Appeals and the Plan Commission for further review and to conduct the public hearing. He thanked them for developing this property.



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Chairman Reinke stated that when this comes back to the Village Board he would be interested in hearing the police department's thoughts on permitting alcohol at gas stations. He knew that South Elgin had a firm prohibition against that. He understood the zoning concern but did not know the law enforcement concern/if any.

**FINANCE & GOLF, CHAIRMAN DEYNE**  
**2020-21 Proposed Budget Review**

Chairman Deyne stated that they will begin with the 2020-21 Proposed Budget Review.

**Police Department**

Police Chief Patrick Ullrich began his review of the police budget and stated that the 2021 budget has increased by 7% which is attributed mostly to the request to add three additional police officers, as well as the vehicle and equipment cost associated with adding those new officers and pension transfer expenses.

Adding three officers would allow the department to increase minimum staffing of patrol shifts, allow to better deal with upcoming retirements and succession planning. The budget also adds two squad cars to the fleet and the equipment necessary to outfit them.

With the addition of the three officers, the police department believes it will help them increase their staffing on the street, but will also help build their bench when retirements happen. When they are down many officers, all the work falls on fewer officers. They had 410 hours of traffic grants last year and when you have grants, you have to fill them and it has to be done on an overtime basis. They also do 40 community events they do throughout the year, 5 of which are multiday events.

Capital Outlay requests totaled \$216,665 of which \$176,700 comes from the equitable sharing fund and \$39,965 comes from the machinery and equipment fund.

Chief Ullrich presented the capital outlay.

One of the items that was discussed were numbers 8 and 9, the pistol and rifle shields for \$2,800 and \$3,400 respectively. The shields are lighter and smaller than current shields allowing officers to more effectively perform their duties when shields are required.

Chairman Camerer asked if we have used our current pistol and rifles shields.

Chief Ullrich stated that they use them often.



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President Wallace stated that if we call in the county swat teams, why did our officers use the shields often, was it for precautionary measures when entering a building?

Chief Ullrich stated that occasionally when they get a call about someone threatening suicide or they are barricaded in their house, Bartlett Police would be the first ones there and the swat team won't be there for 45 minutes to an hour, so they have to be able to handle those scenes until others can get there. In a lot of the active shooter situations, they are going in, if something happens at a school or business, they need that equipment to protect their officers.

Chairman Camerer later asked if two shields of each was necessary.

Chairman Ullrich picked up a pistol shield and stated that it is pretty heavy, especially going around a stairway or getting out of a car. It is big and cumbersome.

Chairman Reinke stated that he supported getting the shields and making sure the police department was protected if anything terrible happened here.

The next item discussed was item #10, arson investigator kit for \$1,250. It is equipment to allow the newly certified arson investigator to safely and professionally perform Their duties while investigating fire scenes.

Chairman Camerer asked about the arson investigator kit. He stated that he assumes the fire department would typically do the arson investigation.

Chief Ullrich stated that the fire department cannot "charge" anyone so they bring a police officer out to assist in the investigation and if there is going to be a "charge" for arson, the officer has to do it. The fire department doesn't have the ability to be an arson investigator because they do not have any law enforcement authority.

Chairman Hopkins asked if we can use the Cook County or DuPage County Task Force to investigate and handle it, instead of us having our own arson team.

Chief Ullrich stated that he supposes they could, but the question for years was, why don't we have our own arson investigator, so we got one trained this year. It would be a waste to not get him the equipment needed.

President Wallace asked if we pay the task force.

Chief Ullrich stated that he did not know if the arson task force was a part of the other task forces or not.

The next item discussed was Item #15, the Severe Wound Care Training Kit for \$3,200.



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Chairman Camerer asked about the need for the kit with paramedics on site if not as fast as an officer, almost as fast.

Chief Ullrich stated that in Aurora at the Henry Pratt Company incident, they had to do a lot of the trauma care themselves because when a scene is hot, the fire department will not go in. Our officers would be able to treat officers or civilians down during that time period.

Chairman Camerer stated that he would hate if an officer would go in there and cause issues in some way, so he understood the training, but didn't know how often a situation like that would happen.

The next item discussed was Item #16, the NOMAD light tower for \$2,600.

President Wallace asked when that would be used.

Chief Ullrich stated that they borrowed one from Hanover Township last year to help cross people across the area torn up by the horse farm during the 4<sup>th</sup> of July. The villages two lights were being occupied at the festival. If an incident happened in someones backyard, they can't get a trailer through a fence, but with this, they would be able to pick it up and carry it into the backyard.

Chairman Reinke stated that we do not want to rely on Hanover Township.

President Wallace agreed.

The next item discussed was Item #18, two handheld thermal imagers for \$800 per unit.

President Wallace asked if we have ever borrowed anyones that we had to use.

Chief Ullrich stated that we borrowed one from the fire department.

Chairman Hopkins stated that maybe we should just buy one.

Chief Ullrich stated they could do that and see how it goes and if they get use out of it.

Chairman Reinke stated that they have talked about it in the past and he thought getting one unit would make sense.

The next item discussed was Item #13, the three AED's for \$1,800 each.

Chairman Hopkins asked if every officer is trained on how to use them.



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Chief Ullrich stated they were.

Chairman Hopkins referenced the police department's nine saved lives with AED's and asked if he considered that a high number?

Chief Ullrich stated that he didn't know what he would compare it to. All he can say is that he knows how thankful people are that we got there and were able to bring them back with the use of AED's.

Chief Ullrich presented the Professional Development section.

Chairman Reinke asked about the police executive research forum.

Chief Ullrich stated that it is a nationally recognized command staff training that is three weeks in Boston. He has been to it and before him, Deputy Chief Snider, Leonas and Chief Williams had all attended. He wants to get his staff through so when he retires, there has been people that have already been through it. One of the good things about it is we are able to use equitable sharing funds for it and as you are aware, we have to use those funds for certain purposes and equipment and training. It is a good experience and good opportunity to discuss issues if other agencies and how they address those issues.

Chief Ullrich presented the Professional Association section. There weren't any significant changes from last year.

Overall, salaries are going up 5% and a lot of that is due to adding three new officers. Overtime salaries were increased based on requests from this year for event security. The budget is increasing 7% for the year.

Chairman Hopkins asked about the increase in DuComm fees.

Chief Ullrich stated that police department fees are based on the authorized number of sworn police officers you have. Every year when computing their fees, they divide it equally over the police departments by the numbers of sworn officers. DuComm is increasing their fees and it was passed along to us. What they have started doing this year is a five-year average. They take an average of our authorized sworn staff members over five years, so although we are increased our staff this year by three, we won't see that impact right away because it's averaged over five years.

President Wallace asked what the reimbursement amount of the \$550,000 that we spend in community requests.

Chief Ullrich stated that it was about \$27,000 for what we spent this year through January.



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President Wallace stated that one of his pet peeves in budgeting is budget creep. Materials and supplies is consistently at \$36,000. We budgeted \$63,000 last year and are budgeting \$63,650 this year. He would rather see that budgeted to what we actually use.

Chairman Reinke asked how much of an issue the record expungement will be.

Chief Ullrich stated that it is going to be a lot of work. They don't know yet how to expunge microfilm and everyone is in the same boat.

**Planning and Development Services (PDS)**

Planning and Development Services Director Roberta Grill stated that this is the first PDS budget and is a result of combining the Building and Community Development departments. The proposed budget is increasing 7%. No new positions or vehicles are being requested. The budget includes a new request for a permit tracking system. It would be linked to the village GIS system and would integrate code enforcement, building inspections and contractor licensing. This system would be very transparent and give contractors and homeowners knowledge on their permit in real time.

Ms. Grill reviewed the budget highlights.

Ms. Grill reviewed the permit tracking software.

President Wallace asked if it was mostly for the benefit of general residents and contracts applying for permits or is there going to be any kind of cost savings.

Ms. Grill stated that it is for both. It's hard to describe the system that they have now. It is not transparent and is affecting our efficiency and staff time immensely. It is also the beginning to adding future add-ons at lower cost for reviewing huge plans online.

Chairman Deyne stated that he thought it was an outstanding program and wanted to compliment staff on the efforts they have put forth in preparing it.

Ms. Grill stated that the annual cost is listed at \$37,000. With this system, we would be the first in Illinois to utilize it and they are working with us on the pricing to lower to \$28,000 for annual costs.

The second Capital Outlay are tablets for the planner so she can go paperless at meetings and a tablet for an inspector out in the field.

Ms. Grill presented the Professional Development section. There was no new professional development items added.



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Ms. Grill presented the Professional Association section. There was one new section added to cross-train a code officer in mosquito abatement.

Chairman Reinke asked what this license did.

Ms. Grill stated that there are tablets that can be thrown in the stagnant water sources to stop the mosquitoes. The code enforcement officer has been training with the health inspector to know what to look for, but it would be good for him to be a licensed back up.

Ms. Grill stated that salaries are down 1% and group insurance is up slightly because of the renewal rate increase.

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

**ROLL CALL VOTE TO ADJOURN THE MEETING**

**AYES:** Chairman Camerer, Carbonaro, Deyne, Gabreyna, Hopkins and Reinke

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

The meeting adjourned at 7:01 p.m.

The Committee of the Whole reconvened at 7:52 p.m.

**ROLL CALL VOTE TO RECONVENE THE MEETING**

**AYES:** Chairman Camerer, Carbonaro, Deyne, Gabreyna, Hopkins and Reinke

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

**FINANCE & GOLF, CHAIRMAN DEYNE**

**2020-21 Proposed Budget Review**

**Finance Department**

Finance Director Todd Dowden stated that the Finance Department consists of Information Technology, GIS and the Main Office. For budget purposes, only accounting, finance and the main office staff report to finance. IT, GIS and Utility Billing are charged



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to other funds. This budget includes a 14% increase to the finance department from the prior year. The reason for that is we are proposing to fill the accounting position that has been open for 2-3 years. This position would also be helpful with succession planning because the last time someone was hired to the accounting section was 16 years ago. We need to get someone in there, get them trained and make sure they can take over as people move on. Personnel for the finance budget is going from 12 to 13 FTE's.

There was no Capital Outlay.

The Professional Development section was reviewed and there were no new requests.

The Professional Association section as reviewed with no changes.

Employee retirement and insurance rates are up for all departments this year including finance.

Chairman Hopkins asked how the annual salary was calculated for the accountant position.

Mr. Dowden stated that the salary was based on payroll ranges that we have for each category of employee. The Human Resource Department does comparables with other towns and that's where we come up with it.

Chairman Hopkins asked if we have a tiered healthcare plan or does everyone receive the same healthcare no matter the position.

Mr. Dowden stated that each full-time person is based on that \$21,000. Employees have either an HMO, PPO or a different PPO.

Human Resources Director Janelle Terrance stated that there is no way of knowing what plan a new employee will choose or if they will go on our insurance so staff calculates an estimated value based on current enrollments and anticipated enrollments for new employees. It could be less than that, but that is the average for current enrollments.

Chairman Hopkins clarified that new employees can choose any plan they wish.

Ms. Terrance stated that was correct.



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**Central Services**

Information Technologies Coordinator Chris Hostetler stated that the professional services budget is made up of things that can't be contributed to just one department and includes IT, GIS, janitorial services and alike.

The Capital Outlay was reviewed. Four items were reviewed totaling \$30,500.

The Professional Development and Professional Associations sections were reviewed, there were no new changes for this budget.

The total budget is down 7% this year, primarily because the capital items requested are down.

Chairman Hopkins asked if the increase to the cleaning budget was because of the new police station.

Assistant Village Administrator Scott Skrycki stated that when the village went out for RFP for janitorial services, the police building was under construction. The crew under anticipated the size, so we budgeted for the new footprint and prorated the cost which is why you see the increase. We will likely undercut that by a significant amount due to staff recommendation at an upcoming board meeting.

**Administration Department**

Mr. Skrycki reviewed the department highlights.

There was no Capital Outlay or new Personnel requests.

The Professional Development section was presented. It is consistent with previous years other than the administrator removing herself from ICMA conference and the assistant administrator being budgeted to go to an out of state economic development certification which was not done, but there is an online certification that is cheaper and can be done in the office.

The professional association detail was presented and Mr. Skrycki stated that it is very consistent to what is in there from year to year. There is one addition for this year and one that has been removed.

The Administration proposed budget is increasing 7% this year.



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In regards to civic group funding, staff took the boards guidance from last year and recommended the same amount that was recommended last year except for a slight reduction from the veteran's foundation because they did not have a request this year. The total dollar amount was less, but the amount going to civic groups would be the same. Chairman Hopkins asked why the legal services has increased.

Village Administrator Paula Schumacher stated that we have had a number of personnel issues and some of those were discussed in executive session, so it was over and above what we typically budget for.

Chairman Camerer asked about the engineering study with the West Bartlett overpass.

Mr. Skrycki stated that right now there are a lot of factors that affect that study. One is the on-going battle between CN and CP in Washington D.C. and not knowing the fate of the Spaulding station. Another major factor with that is a stretch of 4.7 miles of track from Hoffman Estates to Bartlett which CN is proposing a double track for. One of the concerns about completing that study would be not knowing what we are doing that study for. Staff will continue to monitor both of those issues and they are both very difficult to predict at this time.

Chairman Hopkins asked how the train traffic was on West Bartlett.

Mr. Skrycki stated that currently it is down significantly ever since the temporary injunction the STB issued.

Chairman Deyne moved to adjourn the meeting and that motion was seconded by Chairman Carbonaro.

**ROLL CALL VOTE TO ADJOURN THE MEETING**

**AYES:** Chairman Camerer, Carbonaro, Deyne, Gabreyna, Hopkins, and Reinke

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

The meeting adjourned at 8:35 p.m.

Sam Hughes  
Deputy Village Clerk

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 3/17/2020

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - MARCH 2020	322,052.49
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - MARCH 2020	2,696.86
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - MARCH 2020	15,860.79
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - MARCH 2020	116.50
** 1 FIDELITY SECURITY LIFE	MONTHLY INSURANCE - MARCH 2020	1,070.68
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES - 03/20	861.10
<b>INVOICES TOTAL:</b>		<b>342,658.42</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CONFERENCE AIRFARE/SPORTPACKS	1,347.50
<b>INVOICES TOTAL:</b>		<b>1,347.50</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGES/LEGAL PADS	85.48
<b>INVOICES TOTAL:</b>		<b>85.48</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IPMA-HR/ILCMA CONFERENCE FEES	1,490.23
<b>INVOICES TOTAL:</b>		<b>1,490.23</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3CMA MEMBERSHIP	MEMBERSHIP RENEWAL	400.00
<b>INVOICES TOTAL:</b>		<b>400.00</b>

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM EXPENSES/SUPPLIES	655.40
<b>INVOICES TOTAL:</b>		<b>655.40</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	LUNCH MEETING/REFRESHMENTS	127.56
1 COMCAST	CABLE SERVICE	31.76
1 FOXIT SOFTWARE INC	FOXIT PHANTOMPDF LICENSES	177.29
<b>INVOICES TOTAL:</b>		<b>336.61</b>

\*\* Indicates pre-issue check.

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**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	17,084.00
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	1,020.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	150.00
<b>INVOICES TOTAL:</b>		<b>20,254.00</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	SITE E SOIL MANAGEMENT PLAN	842.25
1 GEWALT HAMILTON ASSOCIATES INC	TRAFFIC PASS THRU	1,350.00
<b>INVOICES TOTAL:</b>		<b>2,192.25</b>

**1210-LIABILITY INSURANCE**

**544200-LIABILITY INS DEDUCTIBLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	UNDERGROUND STORAGE TANKS	2,262.71
<b>INVOICES TOTAL:</b>		<b>2,262.71</b>

**1400-FINANCE**

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PROSHRED SECURITY	PAPER SHREDDING SERVICES	140.00
<b>INVOICES TOTAL:</b>		<b>140.00</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A-1 TROPHIES & AWARDS INC	NAME PLATE	15.25
1 WAREHOUSE DIRECT	PAPER/KLEENEX/SUPPLIES	7.47
1 WAREHOUSE DIRECT	TONER	317.85
1 WAREHOUSE DIRECT	CALCULATOR/ADDING MACHINE TAPE	101.03
1 WAREHOUSE DIRECT	CALCULATOR/FOLDERS	138.82
1 WAREHOUSE DIRECT	CREDIT - RETURN	-65.09
<b>INVOICES TOTAL:</b>		<b>515.33</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IGFOA CONFERENCE REGISTRATION	25.00
<b>INVOICES TOTAL:</b>		<b>25.00</b>

**543101-DUES**

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

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**	1	CARDMEMBER SERVICE	IGFOA DUES	500.00
				<u>INVOICES TOTAL:</u> <b>500.00</b>

**1500-PLANNING & DEV SERVICES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	33.00
		<u>INVOICES TOTAL:</u> <b>33.00</b>

**523110-LEGAL PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	LEGAL NOTICE	85.50
1 EXAMINER PUBLICATIONS INC	LEGAL NOTICE	94.50
		<u>INVOICES TOTAL:</u> <b>180.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	MICROWAVE/B-DAY SNACKS/BOOKCASES	54.82
		<u>INVOICES TOTAL:</u> <b>54.82</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PLANNING ASSOCIATION	SUMMER INTERN JOB POSTING	25.00
		<u>INVOICES TOTAL:</u> <b>25.00</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	128.66
		<u>INVOICES TOTAL:</u> <b>128.66</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	HEAVY DUTY STAPLER/POCKET FILES	90.72
		<u>INVOICES TOTAL:</u> <b>90.72</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IL ASSOC OF CODE ENFORCEMENT	QUARTERLY MEETING FEES	100.00
** 1 UNIVERSITY OF WISCONSIN	PROGRAM REGISTRATION FEE	1,195.00
		<u>INVOICES TOTAL:</u> <b>1,295.00</b>

**1600-BUILDING**

**526005-PLAN REVIEW SERVICES**

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

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1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	420.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	4,038.60
	<b>INVOICES TOTAL:</b>	<b>4,458.60</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERNATIONAL CODE COUNCIL INC	ICC CODE BOOKS	927.66
	<b>INVOICES TOTAL:</b>	<b>927.66</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	120.29
	<b>INVOICES TOTAL:</b>	<b>120.29</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	MONEY RECEIPT BOOKS	146.90
	<b>INVOICES TOTAL:</b>	<b>146.90</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN BUILDING OFFICIALS CONF	COURSE REGISTRATION FEES	250.00
	<b>INVOICES TOTAL:</b>	<b>250.00</b>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FULTON SIREN SERVICES	WARNING SIREN SYSTEM MONITORING	470.20
1 PROSHRED SECURITY	PAPER SHREDDING SERVICES	120.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	829.92
	<b>INVOICES TOTAL:</b>	<b>2,655.12</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	1,503.16
	<b>INVOICES TOTAL:</b>	<b>1,503.16</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOXIT SOFTWARE INC	FOXIT PHANTOMPDF LICENSES	886.45
	<b>INVOICES TOTAL:</b>	<b>886.45</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

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

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**	1	CARDMEMBER SERVICE	LICENSE PLATE RENEWAL FEES	154.55
	1	HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	700.20
	1	MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	42.45
	1	MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	22.61
	1	MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
	1	MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
	1	ULTRA STROBE COMMUNICATIONS INC	SWITCH REPLACEMENT	16.95
	1	ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	19.92
				<u>INVOICES TOTAL:</u>
				<u>996.58</u>

**530100-MATERIALS & SUPPLIES**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
	1	AMAZON CAPITAL SERVICES INC	SCANNER	339.90
**	1	CARDMEMBER SERVICE	LATCH MANUAL	46.00
	1	DIY AWARDS	OFFICER OF THE YEAR PLAQUE	170.96
	1	HEARTLAND ANIMAL HOSPITAL PC	LUTHER EXAM/VACCINATION	266.45
	1	HR DIRECT	EMPLOYEE OF THE MONTH PINS	310.35
	1	PAPER DIRECT INC	CERTIFICATE JACKETS	168.44
**	1	PETTY CASH	PETTY CASH REIMBURSEMENT	45.58
	1	STREICHER'S INC	OFFICER OF THE YEAR MEDAL	70.35
	1	WAREHOUSE DIRECT	INK CARTRIDGE	127.03
	1	ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	6.99
				<u>INVOICES TOTAL:</u>
				<u>1,552.05</u>

**530110-UNIFORMS**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
	1	STREICHER'S INC	BODY ARMOR	3,250.00
	1	STREICHER'S INC	SHIPPING CHARGE FOR VESTS	25.00
				<u>INVOICES TOTAL:</u>
				<u>3,275.00</u>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
	1	THOMSON REUTERS - WEST	MONTHLY SUBSCRIPTION	207.70
				<u>INVOICES TOTAL:</u>
				<u>207.70</u>

**530125-SHOOTING RANGE SUPPLIES**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
	1	ACME SPORTS INC	TRAINING AMMUNITION	5,329.00
	1	AMAZON CAPITAL SERVICES INC	COMPACT BOX TRUCK	288.09
	1	AMMO-UP	RANGE SUPPLIES	85.00
	1	BEST TECHNOLOGY SYSTEMS INC	RANGE CLEANING SERVICES	1,650.00
	1	STREICHER'S INC	BATTERIES	103.95
				<u>INVOICES TOTAL:</u>
				<u>7,456.04</u>

**532000-AUTOMOTIVE SUPPLIES**

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

**VILLAGE OF BARTLETT**  
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**	1 WEX BANK	FUEL PURCHASES	9,194.38
			<b>INVOICES TOTAL: 9,194.38</b>

**532200-OFFICE SUPPLIES**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 THE FINER LINE INC	NAME PLATE	40.36
	1 WAREHOUSE DIRECT	PENS/NOTEBOOKS/SUPPLIES	100.22
	1 WAREHOUSE DIRECT	ELECTRIC 3-HOLE PUNCH	107.63
	1 WAREHOUSE DIRECT	BINDERS/SUPPLIES	41.53
	1 WAREHOUSE DIRECT	POST-IT NOTES/FLAGS/SUPPLIES	104.35
	1 WAREHOUSE DIRECT	SHREDDER BAGS/STAPLERS	105.23
	1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	13.99
			<b>INVOICES TOTAL: 513.31</b>

**532300-POSTAGE**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 PETTY CASH	PETTY CASH REIMBURSEMENT	22.70
			<b>INVOICES TOTAL: 22.70</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 DOOR SERVICE INC	KEY LOCKS	20.00
	1 FITNESS EXPRESS INC	TREADMILL REPAIRS	609.00
			<b>INVOICES TOTAL: 629.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 ANIMAL CONTROL TRAINING SERVICES	TRAINING PROGRAM REGISTRATION	600.00
**	1 AMY JENKINS	TRAINING EXPENSES	315.80
	1 MICHAEL MCGUIGAN	WEATHER TRAINING SEMINAR	40.00
	1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	450.00
	1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	800.00
	1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	250.00
	1 NORTHWESTERN UNIVERSITY	CRASH INVESTIGATION COURSE	2,400.00
**	1 PETTY CASH	PETTY CASH REIMBURSEMENT	235.00
	1 KYLE RYBASKI	TRAINING EXPENSES	54.90
	1 KYLE RYBASKI	WEATHER TRAINING SEMINAR	40.00
	1 UNIVERSITY OF ILLINOIS	TRAINING FEES	828.00
			<b>INVOICES TOTAL: 6,013.70</b>

**542810-SAFETY PROGRAM EXPENSES**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 AED PROFESSIONALS	DEFIBRILLATOR PADS/BATTERIES	3,469.00
			<b>INVOICES TOTAL: 3,469.00</b>

**543900-COMMUNITY RELATIONS**

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

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1 AMAZON CAPITAL SERVICES INC	BALLOON HOLDING CUPS/RIBBON	49.98
	<u>INVOICES TOTAL:</u>	<u>49.98</u>

**544001-PRISONER DETENTION**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 VILLAGE SUDS STATION INC	DETENTION LINEN CLEANING	27.50
	<u>INVOICES TOTAL:</u>	<u>27.50</u>

**545200-POLICE/FIRE COMMISSION**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM FEES	1,760.00
1 METRO-WESTERN COOK	BACKGROUND CHECK FEES	72.00
1 METRO-WESTERN COOK	BACKGROUND CHECK FEES	72.00
	<u>INVOICES TOTAL:</u>	<u>1,904.00</u>

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMCAST	CABLE SERVICE	2.11
1 VERIZON WIRELESS	WIRELESS SERVICES	208.98
1 VERIZON WIRELESS	WIRELESS SERVICES	40.51
	<u>INVOICES TOTAL:</u>	<u>251.60</u>

**524120-UTILITIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 NICOR GAS	GAS BILL	290.70
1 NICOR GAS	GAS BILL	663.76
1 NICOR GAS	GAS BILL	798.25
1 NICOR GAS	GAS BILL	989.91
	<u>INVOICES TOTAL:</u>	<u>2,742.62</u>

**526000-SERVICE TO MAINTAIN VEHICLES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BUNGE'S TIRE & AUTO BARTLETT	FLAT TIRE REPAIRS	35.40
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	852.70
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	350.00
1 POMP'S TIRE SERVICE INC	FLAT TIRE REPAIRS	593.90
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	735.72
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	176.16
1 ULTRA STROBE COMMUNICATIONS INC	RADIO REPLACEMENT	95.00
	<u>INVOICES TOTAL:</u>	<u>2,838.88</u>

**527100-SERVICES TO MAINTAIN STREETS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 DTN LLC	WEATHER INFORMATION SERVICE	630.00

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 630.00

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL/STREET LIGHT MAINT	1,001.00
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL/STREET LIGHT MAINT	1,001.00
1 MEADE ELECTRIC CO INC	EMERGENCY SIGNAL REPAIRS	155.93
<u>INVOICES TOTAL:</u>		<u>2,157.93</u>

**527140-TREE TRIMMING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACKERMAN TREE SPECIALISTS	TREE REMOVAL SERVICES	2,500.00
<u>INVOICES TOTAL:</u>		<u>2,500.00</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	KIDDE LOCKBOXES	52.91
1 CINTAS CORPORATION	FIRST AID SUPPLIES	12.69
1 DULTMEIER SALES LLC	MATERIALS & SUPPLIES	68.40
1 DULTMEIER SALES LLC	MATERIALS & SUPPLIES	102.92
1 DULTMEIER SALES LLC	MATERIALS & SUPPLIES	12.96
1 GRAINGER	SEALANT THREAD	14.36
1 GRAINGER	WASH & WAX	111.82
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	597.45
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	70.29
<u>INVOICES TOTAL:</u>		<u>1,043.80</u>

**532010-FUEL PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	9,310.37
<u>INVOICES TOTAL:</u>		<u>9,310.37</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	NITRILE GLOVES/SUPPLIES	64.11
1 WAREHOUSE DIRECT	COFFEE/ROLL TOWELS/SUPPLIES	55.55
1 WAREHOUSE DIRECT	INK CARTRIDGE	98.64
<u>INVOICES TOTAL:</u>		<u>218.30</u>

**534230-SNOW PLOWING SALT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPASS MINERALS AMERICA INC	ROAD SALT	38,881.15
1 COMPASS MINERALS AMERICA INC	ROAD SALT	39,125.63
<u>INVOICES TOTAL:</u>		<u>78,006.78</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

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

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1 ATLAS BOBCAT LLC	MAINTENANCE SUPPLIES	423.36
1 FASTENAL COMPANY	MAINTENANCE SUPPLIES	63.74
1 GRANT TRUCK & TRAILER REPAIR INC	MAINTENANCE SUPPLIES	74.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	149.64
1 TERMINAL SUPPLY CO	MAINTENANCE SUPPLIES	127.13
1 TERMINAL SUPPLY CO	MAINTENANCE SUPPLIES	297.99
1 WHOLESALE DIRECT INC	MAINTENANCE SUPPLIES	121.80
1 WHOLESALE DIRECT INC	MAINTENANCE SUPPLIES	46.92
<b>INVOICES TOTAL:</b>		<b>1,304.58</b>

**534400-STREET MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SUPERIOR ASPHALT MATERIALS LLC	MAINTENANCE MATERIALS	1,022.00
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	128.25
<b>INVOICES TOTAL:</b>		<b>1,150.25</b>

**534600-BUILDING MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 KINNEY HEATING & AIR	EQUIPMENT REPAIRS	525.00
1 UNIFIRST CORPORATION	MATS	21.21
1 UNIFIRST CORPORATION	MATS	21.21
1 UNIFIRST CORPORATION	MATS	19.78
1 UNIFIRST CORPORATION	MATS	19.78
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	13.76
<b>INVOICES TOTAL:</b>		<b>620.74</b>

**4200-MUNICIPAL BLDG PROJECTS EXP**

**585058-2016 POLICE STATION**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FREDERICK QUINN CORPORATION	POLICE STATION PAYOUT #27	15,636.00
<b>INVOICES TOTAL:</b>		<b>15,636.00</b>

**430000-DEVELOPER DEPOSITS FUND**

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

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CKZ INVESTMENTS LLC	VBR BOND REFUND	1,000.00
1 TAYLOR MORRISON OF ILLINOIS INC	SOD BOND REFUND	1,500.00
<b>INVOICES TOTAL:</b>		<b>2,500.00</b>

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

**523100-ADVERTISING**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	INDUSTRIAL SUMMIT REGISTRATION	89.00

\*\* Indicates pre-issue check.

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1 REAL ESTATE PUBLISHING CORPORATION	ADVERTISING	625.00
		<b>INVOICES TOTAL: 714.00</b>

**5000-WATER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SCADA SYSTEM PHONE LINE	35.54
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	11,133.92
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
		<b>INVOICES TOTAL: 13,462.79</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	208.98
		<b>INVOICES TOTAL: 208.98</b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CREEKSIDE PRINTING	EPA MAILING	3,849.07
		<b>INVOICES TOTAL: 3,849.07</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	5,263.75
		<b>INVOICES TOTAL: 5,263.75</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	661.21
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	887.49
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	319.92
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	629.03
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,874.44
1 NICOR GAS	GAS BILL	246.67
1 NICOR GAS	GAS BILL	351.04
1 NICOR GAS	GAS BILL	107.07
1 NICOR GAS	GAS BILL	230.20
		<b>INVOICES TOTAL: 5,307.07</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	65.42
		<b>INVOICES TOTAL: 65.42</b>

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

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

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1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	1,501.50
1 WELCH BROS INC	GRAVEL PURCHASE	195.50
		<b>INVOICES TOTAL: 1,697.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BRITA TAP WATER FILTER SYSTEMS	1,874.00
1 AMAZON CAPITAL SERVICES INC	CREDIT - RETURNED FILTERS	-1,225.00
1 AMAZON CAPITAL SERVICES INC	BRITA TAP WATER FILTER SYSTEMS	1,029.60
** 1 CARDMEMBER SERVICE	KIDDE LOCKBOXES	52.91
1 CINTAS CORPORATION	FIRST AID SUPPLIES	12.69
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	427.31
		<b>INVOICES TOTAL: 2,171.51</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	95.53
		<b>INVOICES TOTAL: 95.53</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	866.76
		<b>INVOICES TOTAL: 866.76</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	NITRILE GLOVES/SUPPLIES	37.53
1 WAREHOUSE DIRECT	COFFEE/ROLL TOWELS/SUPPLIES	55.56
		<b>INVOICES TOTAL: 93.09</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MARCH BILLS POSTAGE	2,605.04
		<b>INVOICES TOTAL: 2,605.04</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C.B.M. PLUMBING INC	BACK FLOW DEVICE INSTALLATIONS	4,300.00
1 USA BLUE BOOK	MAINTENANCE SUPPLIES	346.74
		<b>INVOICES TOTAL: 4,646.74</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	162.42
1 THE SHERWIN-WILLIAMS CO	PAINT PURCHASE	199.25
1 THE SHERWIN-WILLIAMS CO	PAINT PURCHASE	39.99
1 UNIFIRST CORPORATION	MATS	21.21

\*\* Indicates pre-issue check.

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1 UNIFIRST CORPORATION	MATS	21.21
1 UNIFIRST CORPORATION	MATS	19.78
1 UNIFIRST CORPORATION	MATS	19.78
		<u>INVOICES TOTAL:</u> <b>483.64</b>

**534810-METER MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS/SUPPLIES	6,070.00
		<u>INVOICES TOTAL:</u> <b>6,070.00</b>

**50000-WATER FUND**

**121054-WATER/SEWER BILLING A/R**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SCOTT E AHLSMITH	REFUND/WATER BILL OVERPAYMENT	53.63
		<u>INVOICES TOTAL:</u> <b>53.63</b>

**5100-SEWER OPERATING EXPENSES**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	208.98
		<u>INVOICES TOTAL:</u> <b>208.98</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SHIPPING FEE FOR SAMPLE TESTING	48.24
		<u>INVOICES TOTAL:</u> <b>48.24</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	59.58
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	89.17
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	67.90
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	248.05
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	99.41
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	249.52
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	208.95
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	222.31
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	135.97
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	319.06
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	210.43
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	353.90
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	472.88
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	818.57
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	38,323.00
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	137.36
1 NICOR GAS	GAS BILL	37.87

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1 NICOR GAS	GAS BILL	39.67
1 NICOR GAS	GAS BILL	120.08
1 NICOR GAS	GAS BILL	471.81
1 NICOR GAS	GAS BILL	37.90
1 NICOR GAS	GAS BILL	121.02
1 NICOR GAS	GAS BILL	37.85
1 NICOR GAS	GAS BILL	38.42
1 NICOR GAS	GAS BILL	119.51
1 NICOR GAS	GAS BILL	37.87
1 NICOR GAS	GAS BILL	39.44
1 NICOR GAS	GAS BILL	84.30
1 NICOR GAS	GAS BILL	70.49
<b>INVOICES TOTAL:</b>		<b>43,272.29</b>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	GRAVEL PURCHASE	195.50
<b>INVOICES TOTAL:</b>		<b>195.50</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	PADLOCKS	82.74
** 1 CARDMEMBER SERVICE	KIDDE LOCKBOXES	52.92
1 CINTAS CORPORATION	FIRST AID SUPPLIES	12.69
1 GRAINGER	MINIATURE LAMP	13.00
1 GRAINGER	PUMP/SUPPLIES	1,454.08
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	41.08
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	451.35
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	1,082.56
1 USA BLUE BOOK	MATERIALS & SUPPLIES	174.87
<b>INVOICES TOTAL:</b>		<b>3,365.29</b>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	1,991.92
1 STATE INDUSTRIAL PRODUCTS	CHEMICAL SUPPLIES	377.66
<b>INVOICES TOTAL:</b>		<b>2,369.58</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	105.36
<b>INVOICES TOTAL:</b>		<b>105.36</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	PUMP/SUPPLIES	497.46
<b>INVOICES TOTAL:</b>		<b>497.46</b>

\*\* Indicates pre-issue check.

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**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	1,322.73
	<b>INVOICES TOTAL:</b>	<b>1,322.73</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	NITRILE GLOVES/SUPPLIES	135.41
1 WAREHOUSE DIRECT	COFFEE/ROLL TOWELS/SUPPLIES	88.58
1 WAREHOUSE DIRECT	INK CARTRIDGE	90.92
1 WAREHOUSE DIRECT	INK CARTRIDGE	76.21
	<b>INVOICES TOTAL:</b>	<b>391.12</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MARCH BILLS POSTAGE	2,605.03
	<b>INVOICES TOTAL:</b>	<b>2,605.03</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO CHAIN & TRANSMISSION CO	EQUIPMENT MAINTENANCE SUPPLIES	3,806.13
1 GRAINGER	MAINTENANCE SUPPLIES	652.27
1 HAWKINS INC	MAINTENANCE SUPPLIES	218.76
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	35.09
1 MONROE TRUCK EQUIPMENT INC	MAINTENANCE SUPPLIES	90.75
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEES	150.00
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEES	150.00
1 USA BLUE BOOK	FLOAT VALVE ASSEMBLY	42.99
1 WEST SIDE ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	483.00
1 WEST SIDE ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	120.82
1 XYLEM WATER SOLUTIONS USA INC	EQUIPMENT MAINTENANCE SUPPLIES	3,039.30
	<b>INVOICES TOTAL:</b>	<b>8,789.11</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	PADLOCKS/CYLINDERS	260.76
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	63.12
1 UNIFIRST CORPORATION	MATS	21.21
1 UNIFIRST CORPORATION	MATS	21.21
1 UNIFIRST CORPORATION	MATS	19.79
1 UNIFIRST CORPORATION	MATS	19.79
	<b>INVOICES TOTAL:</b>	<b>405.88</b>

**510000-SEWER FUND**

\*\* Indicates pre-issue check.

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**200504-FRWRD PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE COUNTY SEWER TREATMENT	549.53
	<b>INVOICES TOTAL:</b>	<b>549.53</b>

**5190-SEWER CAPITAL PROJECTS EXP**

**582025-SANITARY SEWER EVALUATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOERR CONSTRUCTION INC	SANITARY SEWER LINING/M-4 BASIN	326,053.30
	<b>INVOICES TOTAL:</b>	<b>326,053.30</b>

**582028-DEVON EXCESS FLOW PLANT REHB**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FORCEMAIN	41,265.25
	<b>INVOICES TOTAL:</b>	<b>41,265.25</b>

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	400.00
1 UNIFIRST CORPORATION	MATS	23.54
1 UNIFIRST CORPORATION	MATS	23.54
1 UNIFIRST CORPORATION	MATS	23.54
1 UNIFIRST CORPORATION	MATS	21.52
	<b>INVOICES TOTAL:</b>	<b>492.14</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	81.09
1 NICOR GAS	GAS BILL	248.05
	<b>INVOICES TOTAL:</b>	<b>329.14</b>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR METRA PAY BOXES	41.83
	<b>INVOICES TOTAL:</b>	<b>41.83</b>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	FIRE SPRINKLER REPAIRS	785.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES FEB 2020	275.62
1 ROSCOE CO	MATS	172.15

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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INVOICES TOTAL: 1,232.77

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JENSEN'S PLUMBING & HEATING INC	EQUIPMENT REPAIRS	471.00
		<u>INVOICES TOTAL: 471.00</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 COMCAST	CABLE SERVICE	442.76
1 NICOR GAS	GAS BILL	1,031.41
		<u>INVOICES TOTAL: 1,474.17</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PARTY LIGHTS/INVISIBLE TAPE	16.18
1 AMAZON CAPITAL SERVICES INC	CREDIT - RETURN	-7.50
1 THE HOME DEPOT PRO	RESTROOM SUPPLIES	128.83
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	170.54
		<u>INVOICES TOTAL: 308.05</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CANDLE HOLDERS/SUPPLIES	6.00
		<u>INVOICES TOTAL: 6.00</u>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	FIRE SPRINKLER REPAIRS	1,599.00
		<u>INVOICES TOTAL: 1,599.00</u>

**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	339.89
1 NICOR GAS	GAS BILL	343.82
		<u>INVOICES TOTAL: 683.71</u>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STANDARD INDUSTRIAL & AUTO	EQUIPMENT REPAIRS	341.96
		<u>INVOICES TOTAL: 341.96</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

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

**VILLAGE OF BARTLETT  
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1 REINDERS INC	MAINTENANCE SUPPLIES	378.42
	<u>INVOICES TOTAL:</u>	<u>378.42</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	211.79
	<u>INVOICES TOTAL:</u>	<u>211.79</u>

**541600-PROFESSIONAL DEVELOPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 NWIGCSA	MEETING REGISTRATION FEES	100.00
	<u>INVOICES TOTAL:</u>	<u>100.00</u>

**543101-DUES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 NWIGCSA	MEMBERSHIP DUES	65.00
	<u>INVOICES TOTAL:</u>	<u>65.00</u>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	50.00
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	50.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	103.75
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES FEB 2020	36.19
	<u>INVOICES TOTAL:</u>	<u>239.94</u>

**524120-UTILITIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 NICOR GAS	GAS BILL	171.91
	<u>INVOICES TOTAL:</u>	<u>171.91</u>

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	15.63
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	100.00
1 SYSCO FOOD SERVICES - CHICAGO	REFRIGERATOR/GRIDDLE	90.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	50.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	46.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	26.48
	<u>INVOICES TOTAL:</u>	<u>328.11</u>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMAZON CAPITAL SERVICES INC	CANDLE HOLDERS/SUPPLIES	12.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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INVOICES TOTAL: 12.00

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	50.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	220.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	226.22
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	40.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	40.00
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	171.19
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	121.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	156.58
<u>INVOICES TOTAL:</u>		<u>1,024.99</u>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALSCO	LINEN SERVICES	122.19
1 ALSCO	LINEN SERVICES	82.70
1 ALSCO	LINEN SERVICES	102.37
1 ALSCO	LINEN SERVICES	56.56
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	103.75
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES FEB 2020	36.19
<u>INVOICES TOTAL:</u>		<u>503.76</u>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EVAN BLUM	NEW WEDDING PICTURE BOOK	45.34
<u>INVOICES TOTAL:</u>		<u>45.34</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	171.91
<u>INVOICES TOTAL:</u>		<u>171.91</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PARTY LIGHTS/INVISIBLE TAPE	16.18
1 AMAZON CAPITAL SERVICES INC	CREDIT - RETURN	-7.49
1 AMAZON CAPITAL SERVICES INC	CANDLE HOLDERS/SUPPLIES	107.17
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	15.64
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	147.89
1 MLA WHOLESALE INC	FLOWERS	75.95
1 MLA WHOLESALE INC	FLOWERS	36.35
1 SYSCO FOOD SERVICES - CHICAGO	REFRIGERATOR/GRIDDLE	108.29
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	148.96

\*\* Indicates pre-issue check.

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1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	367.89
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	26.48
	<b>INVOICES TOTAL:</b>	<b>1,043.31</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CANDLE HOLDERS/SUPPLIES	49.58
	<b>INVOICES TOTAL:</b>	<b>49.58</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	365.40
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	379.17
1 ELGIN BEVERAGE CO	BEER PURCHASE	117.16
1 EUCLID BEVERAGE LLC	BEER PURCHASE	75.00
1 GRECO AND SONS INC	FOOD PURCHASE	237.47
1 GRECO AND SONS INC	FOOD PURCHASE	83.05
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	680.42
1 GRECO AND SONS INC	FOOD PURCHASE	40.20
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	422.60
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	105.34
1 LAKESHORE BEVERAGE	BEER PURCHASE	44.80
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	609.11
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	934.52
	<b>INVOICES TOTAL:</b>	<b>4,094.24</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 MATTHEW BURRIS	INSTALLATION OF NEW DISPOSAL	3,000.00
1 JENSEN'S PLUMBING & HEATING INC	STORAGE TANK INSTALLATION	33,443.80
1 SYSCO FOOD SERVICES - CHICAGO	REFRIGERATOR/GRIDDLE	11,184.96
	<b>INVOICES TOTAL:</b>	<b>47,628.76</b>

**6000-CENTRAL SERVICES EXPENSES**

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IPSY ACCESS	71.34
1 COMCAST	INTERNET SERVICE	88.40
1 ESRI INC	GIS SOFTWARE MAINTENANCE	14,100.00
1 NETWRIX CORPORATION	IT AUDITING SOFTWARE MAINTENANCE	239.85
	<b>INVOICES TOTAL:</b>	<b>14,499.59</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION LLC	FIRE ALARM EQUIPMENT REPAIRS	673.00
1 ALLEGIANT FIRE PROTECTION LLC	FIRE ALARM EQUIPMENT REPAIRS	325.00

\*\* Indicates pre-issue check.

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1	MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES FEB 2020	3,752.00
1	UNIFIRST CORPORATION	MATS	87.19
1	UNIFIRST CORPORATION	MATS	87.19
1	UNIFIRST CORPORATION	MATS	87.19
1	UNIFIRST CORPORATION	MATS	87.19
1	UNIFIRST CORPORATION	MATS	81.58
<b>INVOICES TOTAL:</b>			<b>5,180.34</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1	CARDMEMBER SERVICE DSL LINE FOR VILLAGE HALL	68.05
1	VERIZON WIRELESS WIRELESS SERVICES	379.76
1	VERIZON WIRELESS WIRELESS SERVICES	266.07
<b>INVOICES TOTAL:</b>		<b>713.88</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	NICOR GAS GAS BILL	1,850.32
<b>INVOICES TOTAL:</b>		<b>1,850.32</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	AMAZON CAPITAL SERVICES INC YELLOW INK CARTRIDGE	294.00
1	AMAZON CAPITAL SERVICES INC COMPUTER SUPPLIES	25.35
1	GREAT LAKES COCA-COLA SOFT DRINK PURCHASE	274.49
** 1	SAM'S CLUB MICROWAVE/B-DAY SNACKS/BOOKCASES	250.04
1	WAREHOUSE DIRECT PAPER/KLEENEX/SUPPLIES	361.39
<b>INVOICES TOTAL:</b>		<b>1,205.27</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1	CARDMEMBER SERVICE ALL-GENDER RESTROOM SIGNS	151.56
<b>INVOICES TOTAL:</b>		<b>151.56</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	STEVEN SPRADLING GIS CONFERENCE EXPENSES	161.76
<b>INVOICES TOTAL:</b>		<b>161.76</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	AMAZON CAPITAL SERVICES INC CHROMEBOOK	243.61
1	FOXIT SOFTWARE INC FOXIT PHANTOMPDF LICENSES	177.29
1	TOWN & COUNTRY GARDENS FLOWERS	413.95
<b>INVOICES TOTAL:</b>		<b>834.85</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	0.73
1 NETWRIX CORPORATION	IT AUDITING SOFTWARE MAINTENANCE	707.25
<b>INVOICES TOTAL:</b>		<b>707.98</b>

**900000-POOLED CASH & INVESTMENT FUND**

**100002-CASH - MONEY MARKET**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FISERV/BASTOGNE INC	FISERV ONLINE NSF	48.86
1 FISERV/BASTOGNE INC	FISERV ONLINE NSF	49.00
<b>INVOICES TOTAL:</b>		<b>97.86</b>

**GRAND TOTAL: 1,109,392.01**

GENERAL FUND	523,705.10
MUNICIPAL BUILDING FUND	15,636.00
DEVELOPER DEPOSITS FUND	2,500.00
BREWSTER CREEK TIF MUN ACCT	714.00
WATER FUND	46,940.02
SEWER FUND	431,444.65
PARKING FUND	863.11
GOLF FUND	62,185.72
CENTRAL SERVICES FUND	25,305.55
POOLED CASH & INVESTMENT FUND	97.86
<b>GRAND TOTAL</b>	<b>1,109,392.01</b>

\*\* Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT  
 CASH & INVESTMENT REPORT  
 FISCAL YEAR 2019/20 as of January 31, 2020

Fund	12/31/2019	Receipts	Disburse- ments	1/31/2020
General	14,627,016	1,401,031	2,433,576	13,594,472
MFT	3,202,047	184,422	1,005	3,385,465
Debt Service	166,247	171	0	166,418
Capital Projects	41,382	43	0	41,425
Municipal Building	760,175	7,008	72,054	695,130
Developer Deposits	2,480,046	49,042	0	2,529,088
59 & Lake TIF	0	0	75,672	(75,672)
BC Municipal TIF	944,155	1,005	61,137	884,023
Bluff City TIF Municipal	82,260	85	0	82,345
Water	(1,735,582)	944,048	804,092	(1,595,626)
Sewer	29,694,132	546,834	491,596	29,749,371
Parking	72,159	37,982	21,714	88,427
Golf	427,751	49,651	184,667	292,735
Central Services	660,770	115,340	85,613	690,498
Vehicle Replacement	3,600,427	50,864	0	3,651,291
<b>TOTALS</b>	<b>55,022,989</b>	<b>3,387,526</b>	<b>4,231,125</b>	<b>54,179,390</b>

Detail of Ending Balance				
	Cash	Investments	Assets/Liab.	Net 1/31/2020
	5,233,873	7,843,150	517,448	13,594,472
	1,465,298	1,937,731	(17,565)	3,385,465
	59,136	105,860	1,422	166,418
	14,814	26,518	93	41,425
	289,101	517,527	(111,498)	695,130
	93,305	2,132,275	303,508	2,529,088
	237,060	424,367	(737,098)	(75,672)
	325,427	582,555	(23,959)	884,023
	29,447	52,713	185	82,345
	1,265,774	2,265,717	(5,127,117)	(1,595,626)
	1,276,744	2,285,355	26,187,272	29,749,371
	33,352	59,704	(4,629)	88,427
	0	0	292,735	292,735
	134,785	241,283	314,430	690,498
	495,885	887,697	2,267,709	3,651,291
<b>TOTALS</b>	<b>10,953,999</b>	<b>19,362,453</b>	<b>23,862,938</b>	<b>54,179,390</b>

BC Project TIF	7,686,025	11,457	0	7,697,482
Bluff City Project TIF	7,093	7	0	7,100
Bluff City SSA Debt Srv.	108,662	158	0	108,820
Police Pension	47,399,252	516,599	217,039	47,698,813

	0	0	7,697,482	7,697,482
	2,539	4,545	16	7,100
	0	0	108,820	108,820
	1,196,354	46,363,320	139,139	47,698,813

  
 Todd Dowden  
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
 FISCAL YEAR 2019/20 as of January 31, 2020

Fund	Revenues			Expenditures		
	Actual	Current Year Budget	Prior YTD %	Actual	Current Year Budget	Prior YTD %
General	18,537,720	23,354,315	79.38%	17,350,316	23,798,503	72.91%
MFT	1,158,638	2,125,158	54.52%	1,255,303	3,480,225	36.07%
Debt Service	8,395,634	3,228,357	260.06%	9,023,986	3,210,325	281.09%
Capital Projects	595	600	99.25%	0	0	0.00%
Municipal Building	289,659	586,400	49.40%	580,372	797,500	72.77%
Developer Deposits	118,816	506,500	23.46%	16,297	639,500	2.55%
Bluff City SSA	643,232	1,161,458	55.38%	1,144,413	1,181,875	96.83%
59 & Lake TIF	0	133,000	0.00%	75,672	133,000	56.90%
Bluff City Municipal TIF	30,837	31,300	98.52%	0	57,000	0.00%
Bluff City Project TIF	470,909	1,943,000	1.59%	467,246	1,940,000	24.08%
Brewster Creek Municipal TIF	781,664	740,000	105.63%	422,095	1,183,924	35.65%
Brewster Creek Project TIF	5,878,670	7,685,000	76.50%	2,429,205	7,675,000	31.65%
Water	11,344,822	13,231,000	85.74%	9,258,131	14,824,910	62.45%
Sewer	13,507,494	11,980,000	112.75%	3,348,433	11,955,714	28.01%
Parking	174,003	233,400	74.55%	171,706	218,027	78.75%
Golf	1,829,587	2,301,650	79.49%	1,802,442	2,264,194	79.61%
Central Services	1,043,125	1,383,763	75.38%	872,308	1,433,585	60.85%
Vehicle Replacement	487,835	663,770	73.49%	439,948	675,500	65.13%
Police Pension	5,621,365	5,018,571	112.01%	1,705,181	5,018,571	33.98%
Subtotal	70,314,605	76,307,242	92.15%	50,363,054	80,487,353	62.57%
Less Interfund Transfers	(3,091,746)	(4,149,854)	74.50%	(3,091,746)	(4,149,854)	74.50%
Total	67,222,859	72,157,388	93.16%	47,271,308	76,337,499	61.92%
			31.25%			56.21%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 MAJOR REVENUE BUDGET COMPARISONS  
 FISCAL YEAR 2019/20 as of January 31, 2020

Fund	Actual	Current Year Budget	Percent	Prior YTD %
Property Taxes	8,973,636	11,160,020	80.41%	80.72%
Sales Taxes (General Fund)	1,937,804	2,460,000	78.77%	76.21%
Income Taxes	3,364,534	4,150,000	81.07%	79.57%
Telecommunications Tax	474,925	750,000	63.32%	79.02%
Home Rule Sales Tax	1,197,459	1,600,000	74.84%	44.61%
Real Estate Transfer Tax	698,239	750,000	93.10%	99.61%
Building Permits	543,363	600,000	90.56%	57.65%
MFT	1,112,580	1,085,000	102.54%	76.49%
Water Charges	8,825,652	12,000,000	73.55%	74.92%
Sewer Charges	4,550,009	6,075,000	74.90%	75.02%
Interest Income	525,695	417,600	125.88%	194.92%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2019/20 as of January 31, 2020

Fund	Current Year		Percent
	Actual	Budget	
<b>Golf Program</b>			
Revenues	993,782	1,300,650	76.41%
Expenses	991,181	1,277,317	77.60%
Net Income	<u>2,602</u>	<u>23,333</u>	11.15%
<b>F&amp;B - Restaurant</b>			
Revenues	128,166	160,000	80.10%
Expenses	254,602	306,298	83.12%
Net Income	<u>(126,436)</u>	<u>(146,298)</u>	86.42%
<b>F&amp;B - Banquet</b>			
Revenues	609,914	715,000	85.30%
Expenses	509,454	611,929	83.25%
Net Income	<u>100,460</u>	<u>103,071</u>	97.47%
<b>F&amp;B - Midway</b>			
Revenues	97,724	126,000	77.56%
Expenses	47,205	68,650	68.76%
Net Income	<u>50,519</u>	<u>57,350</u>	88.09%
<b>Golf Fund Total</b>			
Revenues	1,829,587	2,301,650	79.49%
Expenses	1,802,442	2,264,194	79.61%
Net Income	<u>27,145</u>	<u>37,456</u>	72.47%

Sales Taxes

Month	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
May	175,701	173,657	178,983	170,734	186,214	201,320	200,041	205,572
June	195,692	193,303	201,968	200,031	224,385	219,629	227,783	232,110
July	190,898	186,097	188,547	194,738	211,186	224,268	218,236	220,524
August	180,797	184,425	190,872	206,213	209,930	215,328	211,089	262,349
September	182,163	189,650	183,399	198,880	206,205	208,760	215,922	227,334
October	165,188	170,530	188,055	212,286	212,435	219,639	196,081	214,284
November	181,865	174,037	179,846	204,437	207,123	221,599	221,276	243,184
December	165,852	153,005	163,529	178,413	201,075	206,836	196,714	
January	168,154	210,506	187,865	194,219	190,934	196,530	181,590	
February	147,189	151,678	141,054	149,630	167,837	180,413	170,866	
March	147,039	128,886	141,609	161,850	159,411	167,379	156,194	
April	162,595	153,553	170,308	178,006	186,494	194,753	187,952	
<b>Total</b>	<b>2,063,133</b>	<b>2,069,327</b>	<b>2,116,036</b>	<b>2,249,438</b>	<b>2,363,230</b>	<b>2,456,454</b>	<b>2,383,743.06</b>	<b>1,605,356</b>
% increase	4.17%	0.30%	2.26%	6.30%	5.06%	3.94%	-2.96%	9.90%
<b>Budget</b>	<b>1,975,000</b>	<b>2,010,000</b>	<b>2,075,000</b>	<b>2,115,000</b>	<b>2,205,000</b>	<b>2,400,000</b>	<b>2,425,000</b>	<b>2,460,000</b>

# VENDOR WARRANT DETAIL

## BARTLETT VILLAGE TREASURER

[RETURN HOME](#) [VENDOR SUMMARY](#) [CONTRACT SEARCH](#) [PAYMENTS SEARCH](#) [PAYMENTS ISSUED](#) [PENDING PAYMENTS](#)

### PAYMENTS NOTIFICATIONS

[Return Back](#)

Warrant/EFT#: EF 0005511

Fiscal Year 2020 Issue Date 01/09/20

Warrant Total \$243,183.91 Warrant Status

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1599655	0A1599655	\$243,183.91

### IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$243,183.91	DISTRIBUTE MUNI/CNTY SALES TAX

### Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 01/08/2020
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: OCT. 2019 COLL MO: NOV. 2019 VCHR MO: JAN. 2020
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

MOTOR FUEL TAX

Month	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
May	89,115	104,788	106,665	89,988	93,139	91,478	86,848	83,590
June	75,066	71,924	80,212	58,408	58,737	72,645	79,592	76,204
July	87,721	84,361	89,915	103,948	94,278	95,252	93,416	95,250
August	87,924	99,063	61,056	100,154	89,533	89,970	90,079	137,033
September	76,347	70,076	83,006	67,441	79,032	79,527	75,247	148,846
October	83,510	90,026	89,337	87,626	91,489	91,053	98,725	136,575
November	89,027	77,655	90,552	101,486	93,216	92,796	92,950	153,788
December	85,014	103,117	103,771	93,002	97,757	91,055	89,502	180,890
January	82,788	90,866	97,525	89,828	92,928	93,233	89,403	
February	70,348	83,687	74,031	90,531	88,602	80,765	81,313	
March	83,251	65,802	37,978	77,861	75,544	80,062	77,761	
April	70,866	75,969	95,841	93,782	90,224	94,336	91,212	
Subtotal	980,978	1,017,334	1,009,889	1,054,055	1,044,479	1,052,174	1,046,048	1,012,176
Plus:								
High Growth	29,031	37,678	37,682	37,743	37,801	37,266	36,909	9,192
Jobs Now	179,796	179,796	359,592					
Total	1,189,805	1,234,808	1,407,163	1,091,798	1,082,280	1,089,440	1,082,957	1,021,368
Budget	1,250,000	1,175,000	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000
Annual Inc in \$								
w/o High Growth	-6.80%	3.71%	-0.73%	4.37%	-0.91%	0.74%	-3.31%	102.11%



Municipality Report  
January 6, 2020

Bartlett

**MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR DECEMBER, 2019**

Beginning Unobligated Balance	<b>\$4,410,094.51</b>
Motor Fuel Tax Fund Allotment	\$122,624.87
MFT Transportation Renewal Fund Allotment	\$58,265.14
Minus Amount Paid to State	\$0.00
Net Motor Fuel Tax Allotment	<b>\$180,890.01</b>
Plus Credits Processed	\$229,686.03
Minus Authorizations Processed	\$0.00
Current Unobligated Balance	<b>\$4,820,670.55</b>

**PROCESSED TRANSACTIONS:**

**CREDITS:**

Date	Section	Category	Memo	Amount
12/18/2019		Interest	14-00000-00-AC	\$4,807.05
12/18/2019		Interest	13-00000-00-AC	\$1,100.86
12/18/2019		Interest	17-00000-00-AC	\$47,107.03
12/18/2019		Interest	18-00000-00-AC	\$138,242.46
12/18/2019		Interest	15-00000-00-AC	\$8,101.28
12/18/2019		Interest	12-00000-00-AC	\$665.74
12/18/2019		Interest	16-00000-00-AC	\$20,469.61
12/16/2019		Supplemental Allotment	FY2020 High Growth Cities	\$9,192.00
			<b>TOTAL</b>	<b>\$229,686.03</b>



# Memorandum

**TO:** Kevin Wallace, Village President and Board of Trustees

**FROM:** Paula Schumacher, Village Administrator

**DATE:** March 18, 2020

**SUBJECT:** Coronavirus

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On March 18, 2020 President Wallace signed a Declaration of Local State of Disaster. The nature of the emergency and disaster is the COVID-19 Virus Pandemic.

Despite efforts to contain COVID-19, the World Health Organization has determined that this pandemic is likely to spread and the numbers of reported cases in Illinois and throughout the United States are rapidly increasing. The Bartlett Emergency Agency Coordinator appointed pursuant to the IEMA Act has recommended that a Local State of Disaster be declared for the Village of Bartlett.

The declaration gives the Village the ability to activate its Comprehensive Emergency Preparedness Plan and authorizes actions to protect the health and safety of our residents, continued operation of municipal facilities, and to provide continued services to those affected. The declaration also allows for the Village to enter into contracts, reassign existing staff, rent equipment, and to purchase materials and supplies.

During the existence of the Local State of Disaster, the Village President shall execute the authority as provided under the Illinois Municipal Code, the Illinois Emergency Management Agency Act, and Title 2, Chapter 2, of the Bartlett Municipal Code.

The State of Disaster shall continue for the next seven (7) days, ending at 11:59 p.m. on March 25, 2020, unless further continued or renewed by the Village President and Board of Trustees. Due to the rapidly changing nature of the pandemic and the State and Federal response to the pandemic is changing by the day, the ordinance extending the Declaration of Local State of Disaster is included for consideration by the Village Board.

The United States currently has, as of March 16, 2020, 4,226 reported cases of COVID-19 with a total of 75 deaths. As of March 16, 2020, 105 cases of COVID-19 have been reported in Illinois. COVID-19 is a severe acute respiratory illness that is easily transmitted. Senior citizens and persons with chronic medical conditions such as heart disease, diabetes or lung disease are at higher risk to contract this disease for which there currently exists no vaccination.

ORDINANCE 2020 - \_\_\_\_\_

**AN ORDINANCE OF THE VILLAGE OF BARTLETT RATIFYING A DECLARATION OF LOCAL STATE OF DISASTER AND CONTINUING, EXTENDING AND RENEWING THE SAME PURSUANT TO TITLE 2 , CHAPTER 2, OF THE BARTLETT MUNICIPAL CODE AND PURSUANT TO 65 ILCS 5/11-1-6**

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**WHEREAS**, the Village of Bartlett, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois, is a home rule unit of local government and, pursuant to the provisions of Section 6(a) of Article VII of the Constitution of the State of Illinois, may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, in late 2019, a new and significant outbreak of Coronavirus Disease 2019 (COVID-19) emerged in China; and

**WHEREAS**, COVID-19 is a novel severe acute respiratory illness that can spread among people through respiratory transmissions and present with symptoms similar to those of influenza; and

**WHEREAS**, certain populations are at higher risk of experiencing more severe illness as a result of COVID-19, including older adults and people who have serious chronic medical conditions; and

**WHEREAS**, the Village is continuing its efforts to prepare for any eventuality given that this is a novel illness and given the known health risks it poses for the elderly and those with serious chronic medical conditions; and

**WHEREAS**, the World Health Organization declared COVID-19 a Public Health Emergency of International Concern on January 30, 2020, and the United States

Secretary of Health and Human Services declared that COVID-19 presents a public health emergency on January 27, 2020; and

**WHEREAS**, State of Illinois Governor JB Pritzker issued a disaster proclamation on March 9, 2020, declaring all counties in the State of Illinois a disaster area under the Illinois Emergency Management Agency Act, 20 ILCS 3305/7; and

**WHEREAS**, the World Health Organization has reported 125,048 confirmed cases of COVID-19 and 4,613 deaths attributable to COVID-19 globally as of March 12, 2020; and

**WHEREAS**, the Centers for Disease Control (“CDC”) currently recommends community preparedness and everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue, washing hands often with soap and water for at least 20 seconds, use of alcohol-based hand sanitizers with at least 60% alcohol if soap and water are not readily available, and routinely cleaning frequently touched surfaces and objects to increase community resilience and readiness for responding to an outbreak; and

**WHEREAS**, a vaccine or drug is currently not available for COVID-19; and

**WHEREAS**, in communities with confirmed COVID-19 cases, the CDC currently recommends mitigation measures, including staying at home when sick, when a household member is sick with respiratory disease symptoms or when instructed to do so by public health officials or a health care provider, and keeping away from others who are sick; and

**WHEREAS**, Section 2-2-1 of the Bartlett Municipal Code created the Bartlett Emergency Management Agency to prevent, minimize, repair and alleviate injury or damage resulting from disaster caused by, among other things, natural causes in accordance with the Illinois Emergency Management Agency Act (20 ILCS 3305/1, *et seq.*) (the "Act") and in order to provide a means by which the Village may effectively respond, preserving the lives and property of its citizens and protecting the public peace, health and safety; and

**WHEREAS**, Section 2-2-7 of the Bartlett Municipal Code provides that the Village President shall have the general direction and control of the Bartlett Emergency Management Agency and shall be responsible for carrying out of its functions, and authorizes the Village President to cooperate and coordinate with the federal and state governments, other municipalities, and political subdivisions all matters pertaining to emergency management, and grants to the Village President certain emergency powers, and provides in Section 2-2-11 of the Bartlett Municipal Code that a local disaster or emergency may be declared by the Village President with the power to suspend the provisions of any Village ordinance prescribing procedure, provided that after the Village Board of Trustees meet at such time, the Village President shall be subject to the directives and procedures imposed by the Board; and

**WHEREAS**, despite efforts to contain COVID-19, the World Health Organization and the CDC indicate that it is expected to spread; and

**WHEREAS**, as of March 12, 2020, there were 105 confirmed cases of COVID-19 and an additional 92 persons under pending investigation in Illinois; and

**WHEREAS**, one of the confirmed cases of COVID-19 in Illinois has not been linked to any travel activity or to an already-confirmed COVID-19 case, which indicates community transmission in Illinois; and

**WHEREAS**, based on the foregoing, the corporate authorities of the Village of Bartlett recognize the potential of a continued public health emergency in the Village of Bartlett for the near future; and

**WHEREAS**, it is the policy of the Village of Bartlett that the Village will be prepared to address any emergencies and, therefore, pursuant to Section 5/11-1-6 of the Illinois Municipal Code (65 ILCS 5/11-1-6), and Section 11 of the Illinois Emergency Management Agency Act (20 ILCS 3305/11), and Title 2, Chapter 2, of the Bartlett Municipal Code entitled "BARTLETT EMERGENCY MANAGEMENT AGENCY", Sections 2-2-1 through 2-2-16, inclusive, it is necessary and appropriate to establish standards for the determination of whether a state of disaster or emergency exists and continues to exist and authorizing the Village President to exercise extraordinary power and authority, by executive order, during the state of local disaster or emergency, and to continue or renew the state of disaster or emergency for a period in excess of seven (7) days by and with the consent of the Village President and Village Board of Trustees of the Village of Bartlett (the "Corporate Authorities") to ensure that the effects of COVID-19 are mitigated and minimized and that residents and visitors in the Village remain safe and secure; and

**WHEREAS**, Section 11-1-6 of the Illinois Municipal Code (65 ILCS 5/11-1-6) provides that the corporate authorities of each municipality may by ordinance grant the Village President extraordinary power and authority; and

**WHEREAS**, on March 18, 2020 the Village President issued a Declaration of Local Disaster for the Village of Bartlett, which under the provisions of the Act cannot be continued or renewed in excess of seven (7) days except by and with the consent of the Corporate Authorities;

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

**SECTION ONE:** At the first regular meeting of the Corporate Authorities after the Declaration of Local State of Disaster or state of emergency is declared, the Corporate Authorities may ratify the actions taken by the Village President during the state of disaster or state of emergency, and determine, by ordinance, whether the state of disaster or state of emergency should continue and any extension of the Village President's temporary extraordinary powers.

**SECTION TWO:** The Corporate Authorities do hereby ratify the Declaration of Local State of Disaster dated March 18, 2020, attached hereto as Exhibit A, and hereby ratify the actions taken by the Village President during the state of disaster from March 18, 2020 through the date of the passage of this Ordinance..

**SECTION THREE:** The Corporate Authorities hereby establish standards for the determination of whether a state of disaster or emergency exists, or continues to exist, and for the continuation and renewal of a state of disaster or state of emergency within the Village of Bartlett:

1. The existence of federal, state or county directives or advisories on COVID-19 which impact any activities within the Village or specific instances of COVID-19 within the Village which require action to ensure the safety of the general public or of Village officials and staff; and

2. The continuing need for immediate, emergency action until the Village President or the Village Board of Trustees of the Village of Bartlett declare the disaster or emergency has ended.

**SECTION FOUR:** If the standards enumerated in Section Three are met and shall continue beyond seven (7) days from the date the Declaration of Local State of Disaster or state of emergency is first declared, and the Village President has provided, under oath, a statement finding that such standards have been met and continue to exist, setting forth facts to substantiate such findings, describing the nature of the continuing disaster or emergency, and declaring that a state of disaster or emergency continues to exist, the Corporate Authorities may continue and renew the declaration of the state of disaster or emergency, and the temporary executive powers granted to the Village President under the Act extended as determined by the Corporate Authorities. This statement shall be filed with the Village Clerk as soon as practicable after the Village President makes such declaration.

**SECTION FIVE:** The Corporate Authorities hereby grant to the Village President, in the event that the standards in Section Three are met and the Village President has provided a statement as required by Section Four, the extraordinary power and authority to exercise, by executive order, during the state of disaster or state of emergency, the powers of the Corporate Authorities as may be reasonably necessary to respond to the disaster or emergency to ensure that the effects of COVID-19 are mitigated and minimized and that residents and visitors in the Village of Bartlett remain safe and secure.

**SECTION SIX:** The state of disaster and the Village President's extraordinary power and authority provided in Section Four shall expire the sooner of

the date on which the Village President declares the state of disaster or a state of emergency ended, and the date on which the Village Board of Trustees adopts a resolution or ordinance declaring that the state of disaster or state of emergency has ended, or that the extraordinary powers granted to the Village President herein shall cease.

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

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

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

ROLL CALL VOTE:

AYES:  
NAYS:  
ABSENT:

PASSED:  
APPROVED:

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

ATTEST:

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

## CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2020 - \_\_\_\_\_ on \_\_\_\_\_, 2020, and approved on \_\_\_\_\_, 2020, as the same appears from the official records of the Village of Bartlett.

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

**DECLARATION OF LOCAL STATE OF DISASTER**

State of Illinois

Village of Bartlett

Cook, DuPage and Kane Counties

Pursuant to the authority vested in the Office of Village President, the Village of Bartlett, as an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois, the undersigned as Village President, and by and pursuant to the authority granted to said office under Section 5/11-1-6 of the Illinois Municipal Code (625 ILCS 5/11-1-6), Section 3305/11 of the Illinois Emergency Management Agency Act (20 ILCS 3305/1, *et seq.*) (the "IEMA Act"), and Bartlett Ordinance 99-97 codified at Title 2, Chapter 2, of the Bartlett Municipal Code, entitled and creating the "BARTLETT EMERGENCY MANAGEMENT AGENCY", I, Kevin Wallace, Village President of the Village of Bartlett and as principal executive officer under the IEMA Act, do hereby declare that a Local State of Disaster exists in the Village of Bartlett as of this date, March 18, 2020, and shall continue for the next seven (7) days, ending at 11:59 p.m. on March 25, 2020, unless further continued or renewed by the Village President and Board of Trustees.

In late 2019, a significant outbreak of COVID-19 (Coronavirus) erupted in China. Since the initial outbreak, COVID-19 has spread to six continents, including North America. The United States currently has, as of March 16, 2020, 4,226 reported cases of COVID-19 with a total of 75 deaths. As of March 16, 2020, 105 cases of COVID-19 have been reported in Illinois. COVID-19 is a severe acute respiratory illness that is easily transmitted. Senior citizens and persons with chronic medical conditions such as heart disease, diabetes or lung disease are at higher risk to contract this disease for which there currently exists no vaccination.

Despite efforts to contain COVID-19, the World Health Organization has determined that this pandemic is likely to spread and the numbers of reported cases in Illinois and throughout the United States are rapidly increasing.

The nature of the emergency and disaster is the COVID-19 Virus Pandemic.

The Bartlett Emergency Agency Coordinator appointed pursuant to the IEMA Act has recommended that a Local State of Disaster be declared for the Village of Bartlett.

During the existence of the Local State of Disaster, the undersigned as Village President shall execute the authority as provided under the Illinois Municipal Code, the Illinois Emergency Management Agency Act, and Title 2, Chapter 2, of the Bartlett Municipal Code.

The Declaration of Local State of Disaster shall be filed with the Village Clerk as soon as practicable.

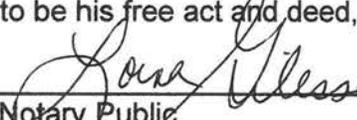
I, Kevin Wallace, whose name is signed to this instrument, being first duly sworn, signed and executed the instrument as the Declaration of Local State of Disaster, and that I signed willingly, and that I executed it as my free and voluntary act for the purposes therein expressed.



Kevin Wallace  
Village of Bartlett

**NOTARY ACKNOWLEDGMENT**

On this 18<sup>th</sup> day of March, 2020, personally appeared the above-named Kevin Wallace, and acknowledged the foregoing to be his free act and deed, before me.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 1-13-21

[SEAL]





# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Senior Management Analyst  
**Date:** 03/05/2020  
**Re:** Cleaning Contract Renewal/RFP

---

The Village entered into an agreement with Multisystem Management (Multisystem) on May 1, 2018. The contract was for a two year term set to end April 30, 2020 with a possible extension for an additional year. Multisystem cleans Village Hall, the Police Building, Train Station and Golf Course. Per the RFP, janitorial services take place at Village Hall five days per week and seven days per week for the Police Department. The Metra Station receives services five days per week and Bartlett Hills Golf Course receives service seven days per week during the golf season and three days per week during the off-season.

The village has an option of extending the agreement with Multisystem Management at a mutually agreed upon increase of 3% (\$1,476 for the year). The janitorial price would increase from \$49,200 to \$50,676. Given Multisystem does an adequate job of performing their duties, is prompt to fix issues and the yearly price is still lower than all other proposals from the 2018 RFP, staff recommends extending the agreement with Multisystem Management from May 1, 2020 to April 30, 2021.

<b>2018 RFP Pricing Results</b>			
<b>Company</b>	<b>May 1, 2018 - April 30, 2018</b>	<b>May 1, 2019- April 30, 2020</b>	<b>May 1, 2020- April 30, 2021</b>
Multisystem Management Comp.	\$ 46,596	\$ 49,200	\$ 50,676
Eco Clean Maintenance Inc.	\$ 46,440	\$ 55,488	
Perfect Cleaning Services Inc.	\$ 51,540	\$ 53,076	
Crystal Maintenance Services	\$ 60,430	\$ 63,720	
Total Facilities Maintenance Inc.	\$ 66,632	\$ 66,632	
Alpha Building Maintenance Serv.	\$ 103,023	\$ 112,064	

## Motion

I Move to Approve Resolution 2020-\_\_\_\_\_ A Resolution Approving of The Janitorial Services Agreement Between The Village of Bartlett and Multisystem Management Company.

RESOLUTION 2020 - \_\_\_\_\_

**A RESOLUTION APPROVING OF THE JANITORIAL SERVICES  
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT  
AND MULTISYSTEM MANAGEMENT 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 Janitorial Services Agreement dated as if May 1, 2020, between the Village of Bartlett and Multisystem Management 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 2020 - \_\_\_\_\_ enacted on \_\_\_\_\_, 2020, and approved on \_\_\_\_\_, 2020, as the same appears from the official records of the Village of Bartlett.

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

## JANITORIAL SERVICES AGREEMENT

This Janitorial Services Agreement (the "Agreement") is entered this 1st day of May, 2020, between the Village of Bartlett, an Illinois home rule municipality (the "Village") and Multisystem Management Company (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. Cleaning Services. Contractor shall perform janitorial services and provide all cleaning supplies, equipment and materials required therefore (collectively, "Cleaning Supplies") at the Village Hall and Police Department located at 228 S. Main Street, Bartlett, Illinois, 60103, the Bartlett Hills Golf Course Clubhouse and Midway located at 800 W. Oneida, Bartlett, Illinois, 60103, and the Bartlett Train Station located at 120 E. Railroad Avenue, Bartlett, Illinois, 60103 (collectively, the "Property Sites"), in strict compliance with the Village of Bartlett-Janitorial Services Request for Proposal dated February 26, 2018, including Proposal Exhibits A, B, C, D, E, F and G attached thereto (the "RFP"), as modified by Addendum No. 1 thereto, and are attached hereto, each of which are expressly incorporated herein (the "Contract Documents"), which the Contractor shall perform in strict compliance with the terms and conditions herein (the "Cleaning Services"). Cleaning Services shall be performed on the days and at the times specified in the RFP, as modified by Addendum No. 1, in strict compliance with the Schedule of Cleaning set forth in the RFP, as modified by Addendum No. 1.

2. Terms. These same parties entered a Janitorial Services Agreement dated May 1, 2018 (the "Original Contract") which expires April 30, 2020 and provides that the Parties thereto could extend the Original Contract for one (1) additional year by mutual agreement. The Contractor was unwilling to renew the Original Contract on the same terms but is willing to enter this new Janitorial Services Agreement for a new one (1) year term with a 3% increase in the Contract Sum as provided herein. The Term of this Agreement shall commence on May 1, 2020 and expire on April 30, 2021, unless sooner terminated as provided herein. Upon mutual agreement between the Village and the Contractor, the term of this Contract can be extended one (1) additional year.

3. Contract Sum. The Contract Sum for the Cleaning Services from May 1, 2020 through the life of the Contract is \$4,223.00 monthly and includes all costs of Contractor performing the Cleaning Services in strict compliance with the terms and conditions herein, including but not limited to providing all Cleaning Supplies. Payments shall be made in accordance with paragraph 4 and 20B below.

4. Payment Procedures. The Village's shall pay Contractor the monthly Contract Sum following the Village's determination that all Cleaning Services have been performed in strict compliance with the requirements herein, by the third Tuesday following the month in which the Cleaning Services have been completed. The Village

reserves the right to discount the monthly invoice for work not performed or performed in an unsatisfactory manner. The discount is not to be considered a penalty but rather will be in direct proportion of the time and materials necessary for the Village staff to perform those services as described in the contract at a satisfactory level. A discount will be demanded after written notice is given to the Contractor first class regular mail outlining a specific complaint(s) and/or how the terms of the contract are not being fulfilled. On the first occurrence of a specific complaint or default, the Contractor will have five (5) working days to evaluate the performance or source of the complaint and implement corrective measures and cure the default. If, after the five-day period, an improvement to the service or contract default is not evident by the Village, then the discount will be levied to the monthly invoice. On the second occurrence of the same or similar incident, complaint or default, only three (3) days will be given to the Contractor to implement corrective measures and to cure the default before the discount is applied. The third and subsequent occurrence of the same incident or breach will result in an automatic discount to the monthly invoice and will be considered a breach of contract. The Village may also deduct from any payment required hereunder, the cost of any Repair Work not completed in a timely manner by Contractor, in accordance with paragraph 14 herein. In the event Cleaning Services are performed for a portion of a month, the Cleaning Services Fees shall be prorated based on the number of days said Cleaning Services were performed and based on the itemized billing schedule set forth on Exhibit B, subject to any deductions set forth in this paragraph 4.

5. Non-Discrimination.

A. Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, color, national origin, marital status, ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by the Contractor in all contracts entered into with suppliers of materials or services, and all labor organizations and/or subcontractors furnishing skilled, unskilled and/or craft skilled labor and/or who may otherwise perform any such labor or services in connection with this Contract.

B. The Contractor shall comply with all applicable federal, state and local sexual harassment laws.

6. 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 relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA) and all applicable Village Ordinances and Codes. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village, its officials, officers, employees, and agents 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 federal,

state or local law. This obligation shall survive the expiration and/or termination of this Agreement.

7. Indemnity. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village, and its officials, officers, employees, and agents, against all injuries, deaths, damage to property, loss, damages, claims, patent claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, which may in any way arise directly or indirectly from (i) the Cleaning Services and/or any Repair Work provided hereunder; (ii) any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, sub-contractors of any tier, suppliers, and/or agents; and/or (iii) any breach or default under this Agreement by Contractor; 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 Village 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 Village as herein provided. This obligation shall survive the expiration and/or termination of this Agreement.

8. Binding Obligation and Non-Assignability. Contractor shall not assign and/or delegate 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 unapproved assignment and/or delegation shall be null and void.

9. Taxes. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes. The cost of any such taxes is included in the Contract Sum set forth in paragraph 3 above.

10. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Cleaning Services required hereunder, including, but not limited to, Project Sites inspection, and represents and warrants that Contractor can perform the Cleaning Services in strict compliance with the terms and conditions herein. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Cleaning Services 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.

11. Insurance Requirements. Contractor shall procure and maintain for the duration of the Agreement, and any extensions or renewals thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Cleaning Services and/or the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**A. MINIMUM SCOPE AND LIMIT OF INSURANCE.** Coverage shall be at least as broad as:

- i. **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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- iii. **Workers' Compensation:** as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.

B. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Village requires and shall be entitled to the broader coverage and/or 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 Village.

C. **Other Insurance Provisions:** The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured Status.** The Village, 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. 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 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
- ii. **Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

- iii. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the Village.
- iv. **Waiver of Subrogation.** Contractor hereby grants to Village a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Village by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Village has received a waiver of subrogation endorsement from the insurer.
- v. **Self-Insured Retentions.** Self-Insured retentions must be declared to and approved by the Village. The Village may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Village.
- vi. **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 Village.
- vii. **Claims Made Policies.** All insurance shall be on an occurrence basis unless pre-approved in writing by the Village Administrator, and such claims-made policy or policies meet the following minimum additional coverage requirements:
  - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided **for at least three (3) years after completion of the contract work.**
  - c. 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 date, the Contractor must purchase "extended reporting" coverage for a minimum of **three (3) years** after completion of work.
- D. **Verification of Coverage.** Contractor shall furnish the Village with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Village before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Village reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.
- F. **Subcontractors.** Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When

requested by the Village, Contractor shall furnish copies of certificates of insurance evidence coverages for each subcontractor. Failure of any such subcontractor to maintain such insurance shall be considered a material breach of this Agreement by Contractor.

12. Default. In the event of default hereunder by Contractor, the Village shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees.

13. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; or (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid. Notice shall be given to the following:

If to the Contractor:  
Multisystem Management Company  
1900 East Golf Road – Suite 950  
Schaumburg, Illinois, 60173  
Attention: Kathy Wiszowaty, General Manger

If to the Village:  
Village of Bartlett  
228 South Main Street  
Bartlett, Illinois, 60103  
Attention: Kevin Wallace, Village President

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

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

14. Repair Work. Contractor shall repair any damage to the Project Site(s) and/or any other Village real and/or personal property attributable to acts and/or omissions of Contractor, its employees, subcontractors of any tier, agents, and/or anyone acting on behalf of any of them, or otherwise attributable to the Cleaning Services, except to the extent such damage is caused by the negligence of the Village or its employees (the "Repair Work"). The Repair Work shall be completed within ten (10) days of the date of said damage (the "Repair Completion Date"). The Village will hold back funds for the Repair Work and/or any costs of replacing any damaged

property in accordance with Section 4 herein. However, such holdbacks shall not relieve Contractor of its obligation to complete the Repair Work required hereunder; nor shall such holdbacks be considered a limit on Contractor's liability hereunder.

15. Assumption of Risk. 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 and/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 Agreement.

16. Incorporation of Documents. The (a) Contractor's Proposal Form, (b) the RFP, and (c) all Exhibits referred to therein and/or herein are hereby expressly incorporated herein and made a part hereof.

17. Conflicting Terms. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Proposal, RFP and/or other exhibits hereto, the terms and conditions of this Agreement shall control to the extent of such conflict or inconsistency.

18. Hazardous Substances. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Sites and/or any other Village property (collectively, the "Village Property") by Contractor, its employees, contractors, subcontractors, agents, 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 Village Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of said Village Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and at the Village's option, defend the Village, and its employees, affiliates, agents, volunteers, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about the Village 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 Agreement.

19. Criminal Background Checks. Contractor shall be responsible for causing each employee, contractor, sub-contractor and/or other person that will be performing Cleaning Services hereunder to sign an Investigation Authorization and Release form, attached hereto as Exhibit C, and incorporated herein and shall furnish said Authorization and Release forms to the Village Police Department at least ten (10) days prior to that individual performing any Cleaning Services in or on any of the Project Sites.

The Parties agree that in the event any criminal background check discloses a conviction or adjudication as a delinquent minor for committing any felony and/or a misdemeanor involving mortal turpitude, including, but not limited to, a conviction or adjudication as a delinquent minor for any of the Disqualifying Criminal Offenses listed on Exhibit D which is incorporated herein, then such employee, contractor, sub-contractor and/or other person shall be prohibited from performing any Cleaning Services and/or other work hereunder.

20. Termination of Agreement.

- A. Notwithstanding any provision herein to the contrary, the Village may terminate this Agreement with or without cause by providing, not less than five (5) days prior written notice of termination to Contractor.
- B. The Village may amend the Agreement at any time to remove [and/or add on to] one or more of the Project Sites from the Cleaning Services provided hereunder, by providing not less than 48 hours written notice thereof to Contract, in which case the Contract Sum shall be reduced (or increased) accordingly based on the Cleaning Services Fees allocated for the Project Site or Sites, and shall be pro-rated based on the effective date of said notice.

21. Permits and Licenses. Contractor shall obtain, at its own expense, a Village of Bartlett Contractor's License. In addition, Contractor is specifically denied the right of using, in any form or medium, the name of the Village of Bartlett for public advertising unless express permission is granted by the Village.

22. 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, subcontractor or agent of Contractor, is an employee 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, subcontractor 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.

23. No Third Parties and/or Waiver of Statutory Immunities. Notwithstanding any provisions herein to the contrary, this Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or Village who is not a part to this Agreement or to acknowledge, establish or impose any legal duty to any third party. 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 its respective officials, officers, employees, volunteers and/or agents.

24. Miscellaneous.

a. This Agreement supercedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both parties, other than as provided in paragraph 20B above.

b. 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.

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

d. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the

enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.

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

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

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

VILLAGE OF BARTLETT

CONTRACTOR: MULTISYSTEM  
MANAGEMENT COMPANY

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

By: \_\_\_\_\_  
Kathy Wiszowaty  
General Manager

Attest:

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



## VILLAGE OF BARTLETT

### JANITORIAL SERVICES - REQUEST FOR PROPOSAL

Dated February 26, 2018

#### Exhibit A

#### **I. Project Overview**

The Village of Bartlett (Village), a community of 41,208, is seeking a company to provide “green” janitorial services for the Village Hall, Police Department, Bartlett Train Station, and the Bartlett Hills Golf Course Clubhouse & Midway. The term of the awarded contract is for two (2) years and can be extended one (1) additional year by mutual agreement.

The Village Hall and Police Department are located at 228 S. Main Street, Bartlett, Illinois. The approximate square footage of the areas within the Village Hall to receive service is 29,000 square feet. At the start of the contract, the police building will be approximately 38,231 square feet, with only 29,351 square feet needing janitorial services. The building will increase to roughly 48,982 square feet around November 18, 2018, with only 38,446 square feet needing janitorial services. Approximately 110 employees work out of both buildings. Some of these employees and patrol officers leave the building and then return several times per day. Village residents and others who have business to conduct with the Village also frequent the buildings. The Village Board meetings and numerous commission meetings are held every month. On average there are five evening meetings within the Village Hall Council Chambers per month.

The police station is in the process of being torn down and rebuilt/expanded. By the start of the contract, the building will have roughly 29,351 square feet needing janitorial services and once the building is completed, that number will expand to 38,446 square feet requiring janitorial services. During the transition, the Contractor will provide regular services as provided in this RFP to all portions of the police station that are actively used by the Police Department on a daily basis.

The Bartlett Hills Golf Course Facilities are located at 800 W. Oneida Ave. They include a clubhouse and a midway. The clubhouse includes proshop, offices, dining rooms, men and women’s locker rooms and several restrooms. The restaurant is open 7 days per week March – December. The Midway is a small building approximately 200 yards from the clubhouse. The Midway is open 7 days a week March – November and includes a grill and two bathrooms. The areas that will receive service are approximately 10,000

square feet. The kitchen at the clubhouse and all food dispensing and preparation equipment at the midway will not be the responsibility of the contractor.

The Bartlett Train Station is located at 120 E. Railroad Ave. (approximately 1 block from the Village Hall and Police Department) and is approximately 3,100 square feet. An average of 1,200 Metra riders utilize the station daily. The Village of Bartlett is responsible for maintaining the inside lobby and restrooms. The lobby includes a coffee shop and a Metra ticket agent office, neither of which are the responsibility of the Village to maintain.

The general areas to be serviced in the Village Hall and Police Department include the following:

Lobbies & Entrances	(25)Restrooms	Village Council Chambers
General Offices	Conference Rooms	Police Dept Records Rooms
Private Offices	Training Rooms	Stairwells
Hallways	(2)Locker Rooms	
Kitchen / Areas	Booking Rooms	
Break Rooms / Lounge Areas	Interrogation Rooms	

The Police Department will receive service seven (7) days per week. The Village Hall will receive service five (5) days per week (Monday, Tuesday, Wednesday, Thursday, and Friday).

The general areas to be serviced in the Bartlett Hills Clubhouse, Golf Shop and Midway include the following:

Foyer	(8)Restrooms	(2)Locker Rooms
Pro Shop	Dining Rooms	Offices
Break Room	Lounge	Wait Station
(2)Bars		

The Clubhouse will receive service seven days per week March – December and three days per week January and February (Thursday, Saturday, Sunday). The scheduled days of service at the Clubhouse may change depending on the schedule of events taking place at the banquet facility in January and February. The Village will notify the contractor in advance should the scheduled days of service need to be changed.

The Midway will receive service seven days per week March 15 – November 15. No service will be needed at the Midway during the winter months when the building is closed.

The general areas to be serviced in the Bartlett Train Station include the following:

Lobby & Entrances

(2)Restrooms

The Bartlett Train Station will receive service five (5) days per week (Monday, Tuesday, Wednesday, Thursday and Friday).

## II. Scope of Service

1. A minimum of two cleaners need to be onsite during each scheduled cleaning at each facility.
2. Janitorial services at the Police Department shall be performed between 6:00 p.m. and 6:00 a.m. Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday. The Village Hall is to be cleaned between the hours of 10:00 p.m. and 7:00 a.m. Monday, Tuesday, Wednesday, Thursday, and Friday. The Bartlett Hills Clubhouse, Golf Shop and Midway are to be cleaned between the hours of 10:00 p.m. and 5:00 a.m. Monday, Tuesday, Wednesday, Thursday, Sunday and between 1:00 a.m. & 5:00 a.m. on Friday and Saturday. The Bartlett Train Station is to be cleaned Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 10:00 p.m. and 5:00 a.m. Janitorial staff should make a reasonable effort not to disturb employees working after hours or Police Department personnel. The Contractor must not interfere with the following scheduled monthly meetings which will occur after normal business hours in the Council Chambers, and may be in session:
  - A. Village Board Meetings – 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays at 7:00 p.m.
  - B. Economic Development Commission – 2<sup>nd</sup> Monday at 7:00 p.m.
  - C. Zoning Board of Appeals – 1<sup>st</sup> Thursday at 7:00 p.m.
  - D. Plan Commission – 2<sup>nd</sup> Thursday at 7:00 p.m.
  - E. Special Meetings as scheduled
3. With the exception of the following holidays, work should be performed five (5) nights per week, Monday through Friday in the Village Hall and seven (7) nights per week in the Police Facility. The following holidays are excluded: New Years Eve, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day. In the event that the Village offices will be closed on days proceeding the above holidays, the contractor will be notified. The Bartlett Hills Golf Facility will require regular service on Memorial Day, Independence Day, Labor Day, and the day after Thanksgiving.
4. The janitorial service shall provide a working supervisor capable of fluently speaking, reading, and writing English to be on the premises every day while cleaning services are in progress. The janitorial staff must be professionally supervised at all times.
5. For security purposes, the contractor shall be required to submit a list including the names and addresses of the personnel who will be regularly assigned to the

Village's properties. All janitorial staff assigned to the Village of Bartlett's premises must be bonded and insured. All janitorial staff shall wear an identification card that clearly displays both the company and worker's name.

6. The contractor warrants, covenants and otherwise agrees that the personnel it sends to the Village shall be responsible individuals free of criminal convictions. In this regard, the contractor agrees to obtain waivers from its employees to perform a background check for criminal history with the State of Illinois. This background check may include fingerprints in addition to all other relevant information (i.e., date of birth, address, social security number, etc.). The result of these background checks shall be sent to the Village Administrator prior to any personnel being assigned to the Village. The contractor shall obtain waivers or consent forms from its employees and shall otherwise comply with all federal, state and local laws with regards to the background checks.
7. The contractor may not substitute any employee on Village property without prior notification to the Village. In the event that a substitute employee is to be utilized, they must first report to the Police Department.
8. The contractor's personnel shall not disturb papers on desks, or open drawers, cabinets, files, or bookcases. The Village's telephones shall not be used by the contractor's personnel for personal use. Under no circumstances shall the contractor's personnel be allowed to bring visitors, children or other relatives into the Village's buildings.
9. Janitorial staff must sign in at the Police Department's public access counter before beginning work at the Village Hall and Police Department. Upon signing in, janitorial staff cleaning the Village Hall will be given a proximity card to gain access to the building, public areas and offices. Janitorial staff cleaning the Police Department will be given a key set to open necessary internal doors. After work at the Village Hall or Police Department is completed, the proximity card and/or key set must be returned to the Police Department and Janitorial staff must sign out. Under no circumstances will the bidder or its agents duplicate any key or proximity card, which the Village presents to them.
10. A task sheet will be kept in a common area of each Village facility that will note special instructions or specific tasks (such as spill cleanup) that are to be attended to that night. The supervisor shall initial each item as completed and/or make any notations necessary.
11. The contractor shall assume full responsibility for the actions of its employees or agents.
12. To provide for open communications and quality assurance, the contractor's representative shall perform monthly site visits with a Village representative

during regular business hours to ensure satisfaction and compliance with the specifications.

13. Any items on the specifications listed as quarterly are to be scheduled with a Village representative in advance.
14. The contractor shall provide a working supervisor and other personnel satisfactory to the Village to perform the work as specified and replace within twenty-four (24) hours any such employees as the Village may reasonably determine to be unsatisfactory.
15. The Village reserves the right to discount the monthly invoice for work not performed or performed in an unsatisfactory manner. The discount is not to be considered a penalty but rather a compensation adjustment in direct proportion to the time and materials necessary for the Village staff to perform those services as described in the contract at a satisfactory level. A discount will be demanded after written notice is given to the Contractor first class regular mail outlining a specific complaint(s) and/or how the terms of the contract are not being fulfilled. On the first occurrence of a specific service complaint or default, the Contractor will have five working days to evaluate the performance or source of the complaint and implement corrective measures and cure the default. If, after the five-day period, an improvement to the service or default is not evident by the Village, then the discount will be levied to the monthly invoice. On the second occurrence of the same or similar incident or complaint, only three days will be given to implement corrective measures and cure the default before the discount is applied. The third and subsequent occurrence of the same or similar incident or default will result in an automatic discount to the monthly invoice and will be considered a breach of contract.
16. The work schedule and/or specifications are subject to change by mutual written agreement between the Village of Bartlett and the contractor.

#### SUPPLIES:

The janitorial service shall provide all cleaning equipment and “green” cleaning supplies including all disinfectants, floor cleaning products, polishes, etc. All supplies provided by the janitorial service shall be of a quality acceptable to the Village and shall be a product included in conjunction with Exhibit F. The contractor or supply vendor will be required to submit to the Village the corresponding material safety data sheets (MSDS) for all cleaners, polishes, soaps, and other chemicals used to provide the specified janitorial services. Paper towels, toilet tissue, liquid hand soap, urinal cakes, and can liners will be supplied by the Village.

# Bartlett Police Department

## SCHEDULE OF CLEANING

Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday –  
between 6:00 p.m. & 6:00 a.m.

### LOBBY / ENTRYWAYS

#### Daily

1. Clean glass doors to 7' height.
2. Empty waste containers.
3. Damp wipe waste containers as needed.
4. Remove fingerprints for doors, frames, light switches, kick and push plates, handles.
5. Dust mop all hard floors.
6. Wet mop all hard floors.
7. Check for stains on furniture and remove as needed.
8. Pick-up walk-off mats, clean floor and place mats in same location.

#### Weekly

1. Clean all inside glass to 7' height.
2. Remove cobwebs.
3. Damp wipe wood surfaces including exhibit cases.
4. Dust flat surfaces.
5. Dust all wall fixtures, pictures and furniture.
6. Clean baseboards.

#### Monthly

1. Dust all furniture and fixtures.
2. Spray buff/burnish hard floors to maintain a high shine.

#### Quarterly

1. Polish woodwork and display cabinets.
2. Polish door hardware, handles, and push and kick plates.

### CORRIDORS

#### Daily

1. Dust mop all resilient/hard floors.
2. Wet mop all resilient/hard floors.
3. Check for spots or stains on walls and doors and remove as needed.
4. Check for fingerprints on doors, frames, light switches, kick and push plates and handles and remove as needed.

### Weekly

1. Clean and polish drinking fountains.
2. Damp wipe all flat surfaces.
3. Spot clean all walls.
4. Dust wall fixtures.

### Monthly

1. Spray buff/burnish hard floors to maintain a high shine
2. Dust all walls.
3. Damp wipe fire extinguisher cabinets and clean glass doors.
4. Scrub and recoat floors with approved floor finish.

### Quarterly

1. Strip and refinish resilient floors.
2. Clean baseboards.
3. Polish wood doors.

### Semi-Annually

1. Polish door hardware.
2. Strip, seal and refinish resilient/hard.

## **ELEVATORS**

### Daily

1. Vacuum carpet and remove spots and stains.

### Weekly

1. Damp wipe interior and exterior surfaces.
2. Clean and polish interior and exterior bright metal surfaces.

### Monthly

1. Clean tracks.
2. Wash interior and exterior surfaces.

## **RESTROOMS**

### Daily

1. Empty waste containers.
2. Damp wipe/disinfect waste containers.
3. Replace can liners.
4. Refill dispensers.
5. Damp wipe/disinfect dispensers.
6. Damp wipe/disinfect sinks.

7. Clean/disinfect urinals.
8. Clean/disinfect toilets and seats.
9. Damp clean mirrors, fixtures and furnishings.
10. Spot clean walls.
11. Spot clean metal partitions.
12. Sweep floor.
13. Wet mop/disinfect floor using **DOUBLE MOPPING METHOD**.
14. Check for graffiti on all surfaces and remove as needed.
15. Clean shower stalls.
16. Deodorize floor drains (as needed).
17. Damp wipe metal partitions.

### Weekly

1. Spot clean push and kick plates and polish dry.
2. Damp wipe/disinfect all brightwork and polish dry.
3. Wash and disinfect waste containers.
4. Damp wipe handles, push & kick plates and polish dry.

### Monthly

1. Dust exhaust vents and air distribution units.
2. Acid clean/desiccate insides of urinals and toilet bowls.

### Quarterly

1. Wash all walls.
2. Strip and seal ceramic tile floors and cove-base during the months of January, April, July and October.

## **LOCKER ROOMS**

### Daily

1. Wash floors with germicidal cleaner.
2. Clean and sanitize exterior of towel containers.

### Weekly

1. Clean and sanitize shower surfaces.

### Monthly

1. Clean and sanitize shower curtains.
2. Wipe clean all lockers, removing fingerprints, smudges.

## **OFFICES, CONFERENCE, COMPUTER, AND PHYSICAL TRAINING ROOMS**

### Daily

1. Empty waste containers and damp wipe/wash if necessary.

2. Empty small recycling containers and centrally located larger blue containers.
3. Replace can liners as needed. (Non-recyclable waste containers).
4. Spot clean walls as needed.
5. Vacuum carpet.
6. Remove stains on carpet as they occur.

### Weekly

1. Dust accessible windowsills.
2. Remove fingerprints from doors, frames, light switches, kick and push plates and handles.
3. Dust and damp wipe desk upon request or when desk is cleared.
4. Damp wipe furniture (including filing cabinets, bookcases, and shelves) and pedestals of fabric partitions.
5. Dust Equipment (Excluding Computer Equipment).
6. Low and high dust horizontal surfaces.
7. Damp wipe accessible windowsills.
8. Remove cobwebs.
9. Clean baseboards.

### Monthly

1. Damp wipe telephones.
2. Damp wipe metal & vinyl surfaces on partitions.
3. Dust air distribution units and door grilles.
4. Edge-vacuum carpet.
5. Damp wipe waste containers.
6. Dust all walls.
7. Vacuum upholstered furniture.
8. Spot clean walls, extensively.
9. Damp wipe air distribution units and radiators.
10. Damp wipe accessible windowsills.
11. Dust interior office mini-blinds.
12. Damp wipe frames and trim of doors.

### Quarterly

1. Polish wood doors.

### Semi-Annually

1. Polish door hardware.
2. Vacuum fabric partitions.
3. Wash Venetian blinds.

## **BREAK AREAS**

### Daily

1. Empty waste containers.
2. Damp wipe waste containers as needed.
3. Replace can liners.
4. Spot clean cabinets as needed.

5. Dust mop tile floors.
6. Damp mop tile floors.
7. Damp wipe ledges and sills.

### Weekly

1. Clean/disinfect microwave.
2. Clean/disinfect tables.
3. Damp wipe vending machines.

### Monthly

1. Scrub and recoat hard floors with approved floor finish.
2. Damp wipe and/or vacuum and spot clean chairs.

### Quarterly

1. Wash all walls.
2. Scrub and refinish hard flooring during the months of March, June, September and December.
3. Clean baseboards.

## **STAIRWAYS**

### Daily

1. Sweep and damp mop steps and landings.

### Weekly

1. Remove fingerprints from doors, frames, light switches, kick and push plates and handles.
2. Damp wipe railings.
3. Clean baseboards.

### Quarterly

1. Dust all walls.
2. Spot clean walls, extensively.
3. Wash doors.

### Semi-Annually

1. Dust light fixtures.
2. Damp wipe doors.
3. Polish door hardware
4. Strip and seal steps and landings.

## **DETENTION BLOCK AREA (Mondays and Fridays)**

Scheduled days subject to change depending on availability of the detention block area.

### Daily

1. Empty waste containers.
2. Damp wipe/disinfect waste containers.
3. Replace can liners.
4. Refill dispensers as needed.
5. Damp wipe/disinfect dispensers as needed.
6. Damp wipe/disinfect sinks.
7. Clean/disinfect urinals.
8. Clean/disinfect toilets and seats.
9. Damp clean mirrors, fixtures and furnishings.
10. Spot clean walls as needed.
11. Spot clean metal partitions.
12. Sweep floor.
13. Wet mop/disinfect floor using **DOUBLE MOPPING METHOD**.
14. Remove graffiti on all surfaces as needed.

### Weekly

1. Damp wipe/disinfect all brightwork and polish dry.

### Monthly

1. Spot clean push and kick plates and polish dry as needed.
2. Dust exhaust vents and air distribution units.

## **JANITORIAL STOREROOM / UTILITY SINK CLOSETS**

### Weekly

1. Sweep and damp mop hard floors.
2. Clean utility sink.
3. Spot clean doors.
4. Spot clean and/or damp wipe walls.
5. Sweep and damp mop hard floors.
6. Spot clean and/or damp wipe walls.
7. Wash walls as needed.
8. Clean equipment after use and return to designated location.

### **AS REQUESTED**

1. Present Village with extra cost to wash both interior and exterior windows.
2. Present Village with extra cost to shampoo and steam extract carpeting.

# Bartlett Village Hall

## SCHEDULE OF CLEANING

Monday, Tuesday, Wednesday, Thursday, Friday – between 10:00 p.m. & 7:00 a.m.

### LOBBY / ENTRYWAYS / HISTORY MUSEUM

#### Daily

1. Clean glass doors to 7' height.
2. Empty waste containers.
3. Remove fingerprints from doors, frames, light switches, kick and push plates, handles and railings as needed.
4. Dust mop all hard floors.
5. Wet mop all hard floors.
6. Remove stains from furniture as needed.
7. Clean information directories.
8. Pick-up walk-off mats, clean floor and place mats in same location.
9. Damp wipe glass on display cases (History Museum).

#### Weekly

1. Damp wipe waste containers.
2. Dust display cases (History Museum).
3. Clean all inside glass to 7 feet height.
4. Remove cobwebs.
5. Dust all furniture, pictures and fixtures.
6. Damp wipe wood surfaces including exhibit cases.
7. Dust flat surfaces.
8. Clean plexi-glass display cases with plexi-glass cleaner (History Museum).

#### Monthly

1. Spray buff/burnish hard floors to maintain a high shine.

#### Quarterly

1. Scrub and refinish hard floors with approved floor finish.
2. Clean baseboards.
3. Polish woodwork and display cabinets (History Museum).
4. Polish door hardware, handles, and push and kick plates.

### CORRIDORS

#### Daily

1. Dust mop all resilient/hard floors.
2. Wet mop all resilient/hard floors.
3. Vacuum Carpet.

4. Spot clean walls and doors.
5. Check for fingerprints on doors, frames, light switches, kick and push plates and handles and remove as needed.

### Weekly

1. Clean and polish drinking fountains.
2. Damp wipe all flat surfaces.
3. Dust display cases.
4. Clean display cases glass (spray rag, not glass before cleaning).
5. Clean baseboards.

### Monthly

1. Scrub and recoat floors with approved floor finish.
2. Dust all walls.
3. Damp wipe fire extinguisher cabinets and clean glass doors.
4. Dust wall fixtures.
5. Spray buff/burnish hard floors to maintain a high shine

### Quarterly

1. Strip and refinish resilient floors.
2. Polish wood doors.

### Semi-Annually

1. Polish door hardware.
2. Strip, seal and refinish resilient/hard.

## **ELEVATORS**

### Daily

1. Vacuum carpet and remove spots and stains.

### Weekly

1. Damp wipe interior and exterior surfaces.
2. Clean and polish interior and exterior bright metal surfaces.

### Monthly

1. Clean tracks.
2. Wash interior and exterior surfaces.

## **RESTROOMS**

### Daily

1. Empty waste containers.

2. Damp wipe/disinfect waste containers.
3. Replace can liners.
4. Refill dispensers.
5. Damp wipe/disinfect dispensers.
6. Damp wipe/disinfect sinks.
7. Clean/disinfect urinals.
8. Clean/disinfect toilets and seats.
9. Damp clean mirrors, fixtures and furnishings.
10. Spot clean walls.
11. Spot clean metal partitions.
12. Spot clean push and kick plates and polish dry.
13. Sweep floor.
14. Wet mop/disinfect floor using **DOUBLE MOPPING METHOD**.
15. Check for graffiti on all surfaces and remove as needed.
16. Deodorize floor drains (as needed).

### Weekly

1. Damp wipe/disinfect all brightwork and polish dry.
2. Wash and disinfect waste containers.
3. Damp wipe metal partitions.
4. Damp wipe handles, push & kick plates and polish dry.

### Monthly

1. Dust exhaust vents and air distribution units.
2. Acid clean/desiccate insides of urinals and toilet bowls.

## **OFFICES, CONFERENCE, COMPUTER, MAIL, AND TRAINING ROOMS**

### Daily

1. Empty waste containers and damp wipe/wash if necessary.
2. Empty small recycling containers and centrally located larger blue containers.
3. Replace can liners as needed. (Non-recyclable waste containers).
4. Spot clean walls as needed.
5. Vacuum carpet.
6. Remove stains on carpet as they occur.

### Weekly

1. Dust accessible windowsills.
2. Remove fingerprints from doors, frames, light switches, kick and push plates and handles.
3. Dust and damp wipe desk upon request or when desk is cleared.
4. Damp wipe furniture (including filing cabinets, bookcases, and shelves) and pedestals of fabric partitions.
5. Dust Equipment (Excluding Computer Equipment).
6. Low and high dust horizontal surfaces.
7. Damp wipe accessible windowsills.
8. Remove cobwebs.
9. Clean baseboards.

### Monthly

1. Damp wipe telephones.
2. Damp wipe metal & vinyl surfaces on partitions.
3. Dust air distribution units and door grilles.
4. Edge-vacuum carpet.
5. Damp wipe waste containers.
6. Dust all walls.
7. Vacuum upholstered furniture.
8. Spot clean walls, extensively.
9. Damp wipe air distribution units and radiators.
10. Damp wipe accessible windowsills.
11. Dust interior office mini-blinds.
12. Damp wipe frames and trim of doors.

### Quarterly

1. Polish wood doors.

### Semi-Annually

1. Polish door hardware.
2. Vacuum fabric partitions.
3. Wash Venetian blinds.

## **LUNCH ROOM / MULTI-PURPOSE ROOM**

### Daily

1. Empty waste containers.
2. Damp wipe waste containers as needed.
3. Replace can liners.
4. Spot clean cabinets as needed.
5. Dust mop tile floors.
6. Damp mop tile floors.
7. Damp wipe ledges and sills.
8. Vacuum carpet (multi-purpose room).
9. Clean/disinfect tables.

### Weekly

1. Clean/disinfect microwave.
2. Damp wipe vending machines.

### Monthly

1. Scrub and recoat hard floors with approved floor finish.
2. Damp wipe and/or vacuum and spot clean chairs.

### Quarterly

1. Wash all walls.
2. Scrub and refinish hard flooring during the months of March, June, September and December.
3. Clean baseboards.

## **STAIRWAY (BASEMENT)**

### Daily

1. Spot clean walls and remove graffiti as needed.

### Weekly

1. Sweep and damp mop steps and landings.
2. Remove fingerprints from doors, frames, light switches, kick and push plates and handles.
3. Damp wipe railings.
4. Damp wipe doors.
5. Clean baseboards.

### Monthly

1. Dust light fixtures.

### Quarterly

1. Dust all walls.
2. Spot clean walls, extensively.
3. Wash doors.

### Semi-Annually

1. Polish door hardware
2. Strip and seal steps and landings.

## **STAIRWAY (1<sup>st</sup> and 2<sup>nd</sup> FLOOR)**

### Daily

1. Spot clean walls and remove graffiti as needed.

### Weekly

1. Vacuum steps and landings.
2. Remove fingerprints from doors, frames, light switches, kick and push plates and handles.
3. Damp wipe railings.
4. Damp wipe doors.
5. Clean baseboards.

### Monthly

1. Dust light fixtures.

### Quarterly

1. Dust all walls.
2. Spot clean walls, extensively.
3. Wash doors.

### Semi-Annually

1. Polish door hardware
2. Strip and seal steps and landings.

## **JANITORIAL STOREROOM / UTILITY SINK CLOSETS**

### Weekly

1. Sweep and damp mop hard floors.
2. Clean utility sink.
3. Spot clean doors.
4. Spot clean and/or damp wipe walls.
5. Sweep and damp mop hard floors.
6. Spot clean and/or damp wipe walls.
7. Wash walls as needed.
8. Clean equipment after use and return to designated location.

## **AS REQUESTED**

1. Present Village with extra cost to wash both interior and exterior windows.
2. Present Village with extra cost to shampoo and steam extract carpeting.

# **Bartlett Hills Clubhouse, Golf Shop & Midway**

## **SCHEDULE OF CLEANING**

### **Clubhouse & Golf Shop (March – December)**

**Monday, Tuesday, Wednesday, Thursday, Sunday – between 10:00 p.m. & 5:00 a.m.**

**Friday and Saturday – between 1:00 a.m. & 5:00 a.m.**

### **Clubhouse & Golf Shop (January & February)**

**Thursday, Sunday – between 10:00 p.m. & 5:00 a.m.**

**Saturday – between 1:00 a.m. & 5:00**

**Scheduled days subject to change depending on banquet hall events schedule.**

### **Midway (March 15 – November 15)**

**7 Days a week – between 10:00 p.m. & 5:00 a.m.**

## **ENTRYWAYS / FOYER / CORRIDORS**

### Daily

1. Empty Waste Containers.
2. Dust mop all hard floors.
3. Wet mop all hard floors.
4. Vacuum carpet.
5. Pick-up walk-off mats, clean floor, replace, vacuum walk-off mats.

### Weekly

1. Clean glass doors to 7' height.
2. Damp wipe exterior of waste containers.
3. Remove fingerprints from doors, frames, light switches, kick and push plates, handles and railings.
4. Clean and polish drinking fountains.
5. Spot clean walls and doors.
6. Remove cobwebs.
7. Damp wipe wood surfaces.
8. Dust flat surfaces, wall fixtures, pictures and furniture.
9. Clean baseboards.

### Monthly

1. Dust all walls.
2. Damp wipe fire extinguisher cabinets and clean glass doors.
3. Scrub and recoat floors with approved floor finish.
4. Scrub and recoat floors with approved floor finish.

### Quarterly

1. Polish door hardware, handles, and push and kick plates.

## ELEVATOR

### Weekly

1. Damp wipe interior and exterior surfaces.
2. Mop Floor.
3. Clean and polish interior and exterior bright metal surfaces.

### Monthly

1. Clean tracks.
2. Wash interior and exterior surfaces.

## RESTROOMS

### Daily

1. Empty waste containers.
2. Damp wipe/disinfect waste containers.
3. Replace can liners.
4. Check dispensers (refill as needed).
5. Damp wipe/disinfect dispensers.
6. Damp wipe/disinfect sinks.
7. Clean/disinfect urinals.
8. Clean/disinfect toilets and seats.
9. Damp clean mirrors, fixtures and furnishings.
10. Spot clean walls.
11. Spot clean metal partitions.
12. Sweep floor.
13. Wet mop/disinfect floor using **DOUBLE MOPPING METHOD**.
14. Damp wipe/disinfect all brightwork and polish dry.
15. Check for graffiti on all surfaces (remove as needed).
16. Deodorize floor drains (as needed).

### Weekly

1. Spot clean push and kick plates and polish dry.
2. Clean shower stalls.
3. Acid clean/desiccate insides of urinals and toilet bowls.
4. Wash and disinfect waste containers.
5. Damp wipe metal partitions.
6. Damp wipe handles, push & kick plates and polish dry.

### Monthly

1. Dust exhaust vents and air distribution units.
2. Wash metal partitions.

### Quarterly

1. Wash all walls.
2. Strip and seal ceramic tile floors and cove-base during the months of January, April, July and October.

## **LOCKER ROOMS**

### Daily

1. Wash floors with germicidal cleaner.
2. Clean and sanitize shower surfaces and curtains.

### Monthly

1. Wipe clean all lockers, removing fingerprints, smudges.

## **OFFICES**

### Daily

1. Empty waste containers and damp wipe/wash if necessary.
2. Empty small recycling containers and centrally located larger blue containers.
3. Replace can liners as needed. (Non-recyclable waste containers).
4. Dust and damp wipe desk upon request or when desk is cleared.
5. Spot clean walls (as needed).
6. Vacuum carpet.
7. Remove stains on carpet as they occur.

### Weekly

1. Dust accessible windowsills.
2. Remove fingerprints from doors, frames, light switches, kick and push plates and handles.
3. Damp wipe furniture (including filing cabinets, bookcases, and shelves.) and pedestals of fabric partitions.
4. Dust equipment. (Excluding Computer Equipment).
5. Low and high dust horizontal surfaces.
6. Remove cobwebs.
7. Edge-vacuum carpet.

### Monthly

1. Damp wipe telephones.
2. Dust air distribution units and door grilles.
3. Damp wipe accessible windowsills.
4. Damp wipe metal & vinyl surfaces on partitions.
5. Clean baseboards.

### Quarterly

1. Polish wood doors.

### Semi-Annually

1. Polish door hardware.
2. Polish door hardware.
3. Vacuum fabric partitions.
4. Wash Venetian blinds.

## **BREAK AREAS**

### Daily

1. Empty waste containers.
2. Replace can liners.
3. Dust mop tile floors.
4. Damp mop tile floors.
5. Vacuum carpet.
6. Check for spots and stains on carpet and remove as needed.

### Weekly

1. Damp wipe waste containers.
2. Damp wipe lockers.
3. Clean/disinfect tables.
4. Damp wipe seats and back of chairs.
5. Damp wipe cabinets
6. Wash vending machines.
7. Wash and disinfect waste containers as needed.

### Monthly

1. Damp wipe, vacuum and spot clean chairs.
2. Clean baseboards.

### Quarterly

1. Wash all walls.

## **DINING ROOMS / LOUNGE / GOLF SHOP**

### Daily

1. Empty/clean ashtrays.
2. Empty trash containers; spot clean exterior and interior of containers.
3. Vacuum carpets in their entirety.
4. Check for stains/spills on carpet and remove as needed.
5. Dust ledges, trim and fireplace.
6. Dust golf shop furniture (including merchandise displays where accessible).

### Weekly

1. Damp clean/sanitize tabletops, seats, and chairs.
2. Damp clean pedestals or legs.
3. Spot clean doors, frames, light switches, handles, walls and glass.
4. Low dust and high dust all horizontal surfaces.

### Monthly

1. Polish wood furniture.
2. Polish wood wall surfaces.

## **TWO BARS & WAITSTATION**

### Daily

1. Empty waste containers.
2. Damp wipe waste containers.
3. Replace can liners.
4. Damp mop floors.

### Quarterly

1. Strip and seal ceramic tile floors and cove-base during the months of January, April, July and October.

## **MIDWAY CUSTOMER AREA (March 15<sup>th</sup> – November 15<sup>th</sup>)**

### Daily

1. Dust mop tile floors.
2. Damp mop tile floors.
3. Damp wipe counters, ledges, sills and tables.
4. Empty trash containers.
5. Spot clean exterior & interior of trash containers.
6. Replace can liners.
7. Sweep screened area.

## **JANITORIAL STOREROOM/UTILITY SINK CLOSETS**

### Weekly

1. Sweep and damp mop hard floors.
2. Clean utility sink.
3. Spot clean doors.
4. Spot clean and/or damp wipe walls.
5. Sweep and damp mop hard floors.
6. Spot clean and/or damp wipe walls.
7. Wash walls as needed.
8. Clean equipment after use and return to designated location.

## **AS REQUESTED**

1. Present Village with extra cost to wash both interior and exterior windows.
2. Present Village with extra cost to shampoo and steam extract carpeting.

# Bartlett Train Station

## SCHEDULE OF CLEANING

**Monday, Tuesday, Wednesday, Thursday, Friday - between 10:00 p.m. & 5:00 a.m.**

### **LOBBY / ENTRYWAYS**

#### Daily

1. Clean glass doors to 7' height.
2. Empty waste containers.
3. Damp wipe waste containers as needed.
4. Remove fingerprints for doors, frames, light switches, kick and push plates, handles.
5. Dust mop all hard floors.
6. Wet mop all hard floors.
7. Check for stains on benches and remove as needed.
8. Pick-up walk-off mats, clean floor and place mats in same location.

#### Weekly

1. Clean all inside glass to 7' height.
2. Remove cobwebs.
3. Damp wipe wood surfaces including.
4. Dust flat surfaces.
5. Dust all wall fixtures, pictures and furniture.
6. Clean baseboards.

#### Monthly

1. Dust all furniture and fixtures.
2. Spray buff/burnish hard floors to maintain a high shine.

#### Quarterly

1. Polish woodwork.
2. Polish door hardware, handles, and push and kick plates.

### **RESTROOMS**

#### Daily

1. Empty waste containers.
2. Damp wipe/disinfect waste containers.
3. Replace can liners.
4. Refill dispensers.
5. Damp wipe/disinfect dispensers.
6. Damp wipe/disinfect sinks.
7. Clean/disinfect urinals.
8. Clean/disinfect toilets and seats.
9. Damp clean mirrors, fixtures and furnishings.

10. Spot clean walls.
11. Sweep floor.
12. Wet mop/disinfect floor using **DOUBLE MOPPING METHOD**.
13. Check for graffiti on all surfaces and remove as needed.
14. Deodorize floor drains (as needed).

### Weekly

1. Spot clean push and kick plates and polish dry.
2. Damp wipe/disinfect all brightwork and polish dry.
3. Wash and disinfect waste containers.
4. Damp wipe handles, push & kick plates and polish dry.

### Monthly

1. Dust exhaust vents and air distribution units.
2. Acid clean/desiccate insides of urinals and toilet bowls.

### Quarterly

1. Wash all walls.
2. Strip and seal ceramic tile floors and cove-base during the months of January, April, July and October.

## **JANITORIAL STOREROOM/UTILITY SINK CLOSETS**

### Weekly

1. Sweep and damp mop hard floors.
2. Clean utility sink.
3. Spot clean doors.
4. Spot clean and/or damp wipe walls.
5. Sweep and damp mop hard floors.
6. Spot clean and/or damp wipe walls.
7. Wash walls as needed.
8. Clean equipment after use and return to designated location.

### **AS REQUESTED**

1. Present Village with extra cost to wash both interior and exterior windows.

### **III. Basis of Selection**

The Village will evaluate proposals, and if a firm is to be selected, select the firm on the basis of:

1. The firm's plan to provide the Village with the Services as described in Section II, Scope of Services.
2. The firm's experience in providing Services similar to those described in this RFP, and the experience of the individuals which the firm proposes to provide such Services.
3. The firm's references from clients which are comparable to the Village.
4. The firm's past work performance with the Village of Bartlett, if applicable.
5. The firm's financial proposal.
6. Any other factors relevant to the firm's capacity and willingness to satisfy the Village.

### **IV. Content of Proposals**

Firms should provide this information:

#### **A. Services**

1. State the firm's ability to provide the Services as described in Section II, Scope of Services. Provide a brief history of the firm and its experience, qualifications and success in providing these Services.
2. Describe the experience of the individual(s) who would be responsible for providing the Services to the Village of Bartlett.
3. Describe in detail how the firm plans to provide the Services detailed in Section II, Scope of Service.
4. Provide a minimum of three references comparable to the Village of Bartlett, including the name and telephone number of a contact person which the Village may call.

#### **B. Financial Proposals**

1. Provide a proposal which describes the firm's proposed annual fee to accomplish the services per facility based on providing "green" cleaning products for the products not provided by the Village and complete Exhibit B. The "green" cleaning products shall be in compliance with the list of products contained in Exhibit F. The proposed fee will remain the same throughout the two (2) year term of the agreement and will include all travel and related expenses.

#### **C. Contractual Arrangements**

1. By submitting a Proposal, a proposer is stating the firm's acceptance of the terms of the RFP, including without limitation, those listed under Section II, Scope of Services, and that the firm, if selected, will execute and submit to the Village within ten (10) days of being notified that its proposal has been selected, a Janitorial Services Agreement, Authorization and Release forms for all employees it reasonably anticipates at the time of submit its Proposal will perform Cleaning Services, and a certificate of insurance evidencing insurance as required. The

Village's obligation shall not commence unless and until the Janitorial Service Agreement has been approved by its corporate authorities, and has been duly signed by the Village President.

### **V. Pre-Proposal Meeting**

Prospective firms are strongly encouraged to attend a pre-proposal meeting where firms will be given a walkthrough of the Village Hall, Police Department, Golf Course Clubhouse, Golf Course Midway and the Bartlett Train Station. The meeting shall take place at 10:00 a.m. local time, on Tuesday, March 13, 2018 within the Council Chambers of the Village Hall. The building is located at 228 S. Main Street, Bartlett, IL 60103. No firm may have more than two representatives at the meeting.

### **VI. Proposal Deadline**

All proposals must be received at the Bartlett Village Hall, Main Office, 228 S. Main Street, Bartlett, IL by 3:00 p.m., Thursday, March 22, 2018. The proposal must incorporate the use of "green" cleaning supplies listed in Exhibit F.

Any questions concerning this RFP will be directed to Sam Hughes, 630-837-0800 and not to any other person at the Village. The Village will determine whether any addenda should be issued as a result of any questions raised or other matters raised.

### **VII. Cleaning Service Contract**

The awarded bidder will be required to execute the contract for cleaning service attached to the RFP.

**EXHIBIT B**

**PROPOSAL**

- The following Proposal worksheet must be completed and returned with the submitted full proposal, including Exhibit F.
- Cost projections and bids will be considered from companies that use GREEN cleaning supplies only.
- The monthly cost of service for each facility shall remain the same for the contract term.

**VILLAGE HALL – service (5 days per week)**

Total Monthly Cost for Service: \$ \_\_\_\_\_

**POLICE DEPARTMENT – service (7 days per week)**

Total Monthly Cost for Service: \$ \_\_\_\_\_

**GOLF CLUB & MIDWAY – service (7 days per week March – December  
3 days per week January & February)**

Total Monthly Cost for Service: \$ \_\_\_\_\_

**BARTLETT TRAIN STATION – service (5 days per week)**

Total Monthly Cost for Service: \$ \_\_\_\_\_

**TOTAL annual cost of service rendered at the Village Hall, Police Department, Golf Club & Midway and Train Station using “Green” supplies in accordance with the RFP**

\$ \_\_\_\_\_

PROPOSER:

\_\_\_\_\_  
[Insert Name of Company]

Address:

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

State of Incorporation or Organization:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Name of Person Signing:

\_\_\_\_\_

Title of Person Signing:

\_\_\_\_\_

Dated Signed:

\_\_\_\_\_, 2018

NOTE: The selected Proposer will be required to execute and submit a fully executed Janitorial Services Agreement in form as attached to the RFP as Exhibit G together with a certificate of insurance and applicable Investigation Authorization and Release forms within ten (10) days of being notified that it is the selected Proposer.

**EXHIBIT C**

**INVESTIGATION AUTHORIZATION AND RELEASE**

I, \_\_\_\_\_, hereby authorize the Village of Bartlett Police Department to conduct a criminal background investigation of the undersigned and authorize it to receive reports from other law enforcement agencies and/or Clerks of Court, including without limitation, a criminal history check from the Illinois State Police, Police Information Management Systems and/or the FBI (collectively, "Law Enforcement Agencies").

I, further authorize the Village of Bartlett to disclose any such criminal background information to (owner) \_\_\_\_\_ d/b/a (contractor) \_\_\_\_\_ for whom I am providing or have offered to provide services relative to cleaning services provided on behalf of the Village of Bartlett to deny the undersigned permission to perform said cleaning services.

I do hereby waive, release and forever discharge the Village of Bartlett and the Law Enforcement Agencies, and their respective officials, officers, employees and agents from and against any and all liability in releasing, relying on, and/or utilizing said information provided by any such law enforcement agency and/or Clerk of Court.

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

Subscribed and Sworn to before me by \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public

(SEAL)

## EXHIBIT D

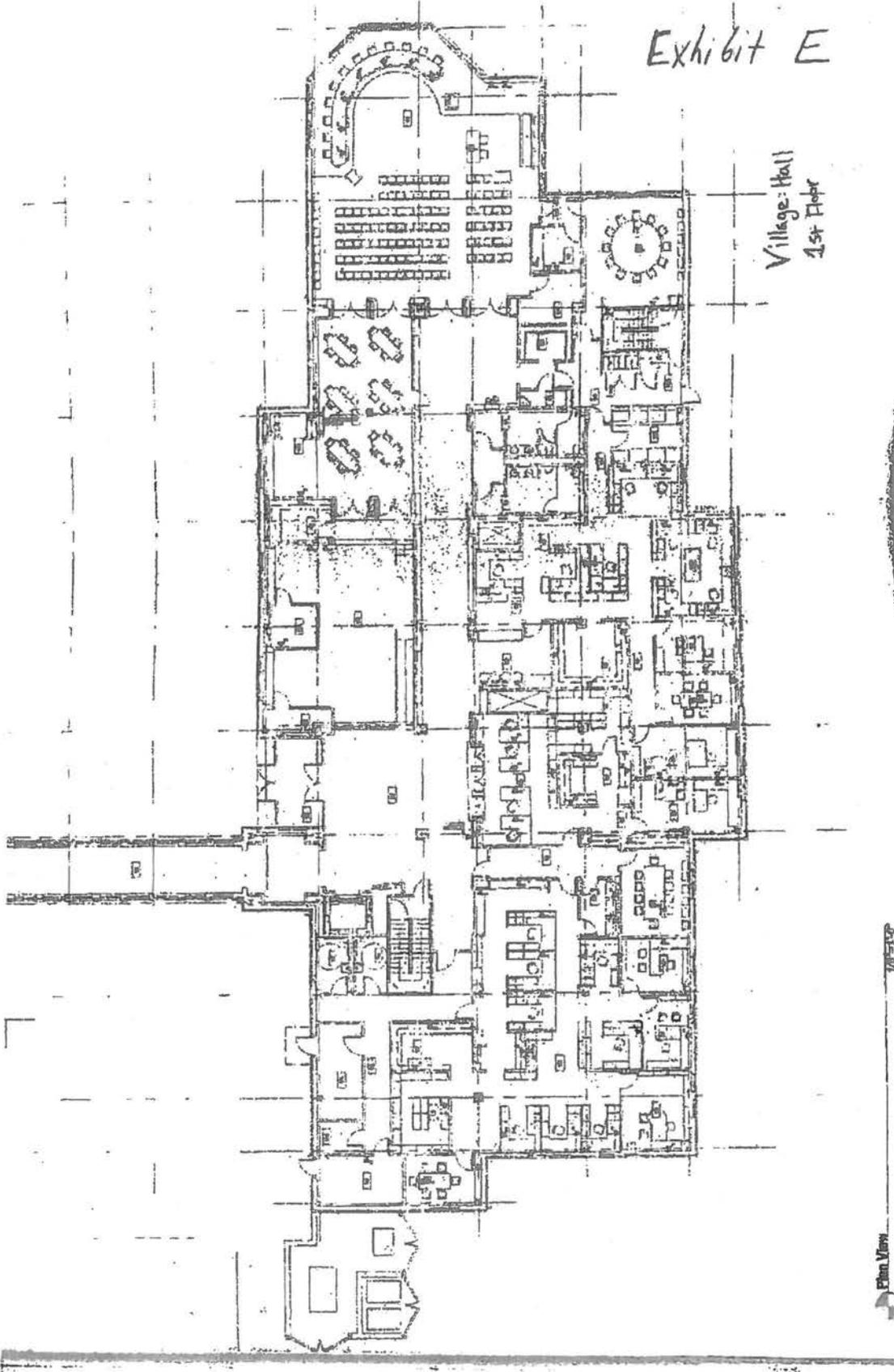
### DISQUALIFYING CRIMINAL OFFENSES

The conviction or adjudication of a delinquent minor for:

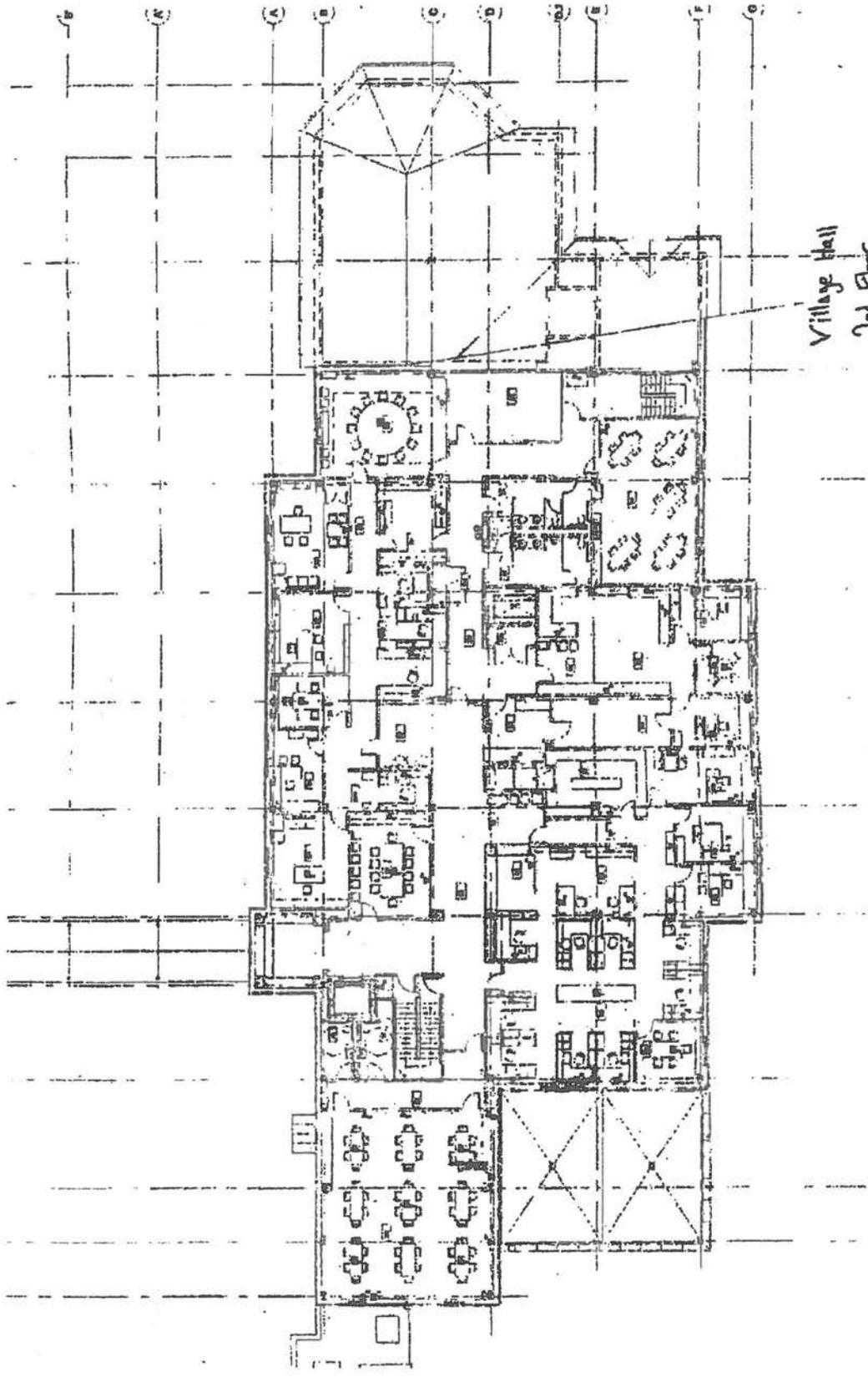
- a. Committing attempted first degree murder or committing or attempting to commit first degree murder, a Class X felony.
- b. Any one or more of the following criminal offenses:
  - (i) Those defined in Sections 10-1, 10-2, 10-3, 10-4, 10-5, 10-7, 10-9, 10-10, 11-1.20, 11-1.30, 11-1.40, 11-1.50, 11-1.60, 11-6, 11-9, 11-14.3, 11-14.4, 11-15, 11-15.1, 11-16, 11-17, 11-18, 11-19, 11-19.1, 11-19.2, 11-20, 11-20.1, 11-20.1B, 11-20.3, 11-21, 11-30 (if convicted of a Class 4 felony), 12-2, 12-3, 12-3.05, 12-3.2, 12-3.3, 12-6, 12-6.2, 12-6.4, 12-7.3, 12-7.4, 12-7.5, 12-13, 12-14, 12-14.1, 12-15, 12-16, 16-1, 16-2, 16-3, 16-25, 16-30, 16-31, 16-32, 17-1, 17-11.5, 17-32, 17-56, 18-1, 18-2, 18-3, 18-4, 18-6, 19-1, 19-2, 19-3, 19-4, 19-6, 20-1, 20-1.1, 20.2, 21-1, 21-1.01, 21-1.2, 21-2, 24-1, 24-1.2, 24-1.5, 24-1.6 and 33A-2 of the Criminal Code of 1961 or the Criminal Code of 2012.
  - (ii) Any offense committed or attempted in any other state or against the laws of the United States, which, if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.
  - (iii) A person who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987.
- c. The following drug offenses, other than an offense set forth in subsection b., until 7 years following the end of the sentence imposed for any of the following offenses:
  - (i) Those defined in the Cannabis Control Act, except those defined in Sections 4(a), 4(b), 4(c), 5(a) and 5(b) of that Act.
  - (ii) Those defined in the Illinois Controlled Substances Act.
  - (iii) Those defined in the Methamphetamine Control and Community Protection Act.
  - (iv) Any offense committed or attempted in any other state or against the laws of the United States, which, if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses. For purposes of this paragraph, "sentence" includes any period of supervision or probation that was imposed either alone or in combination with a period of incarceration.

Exhibit E

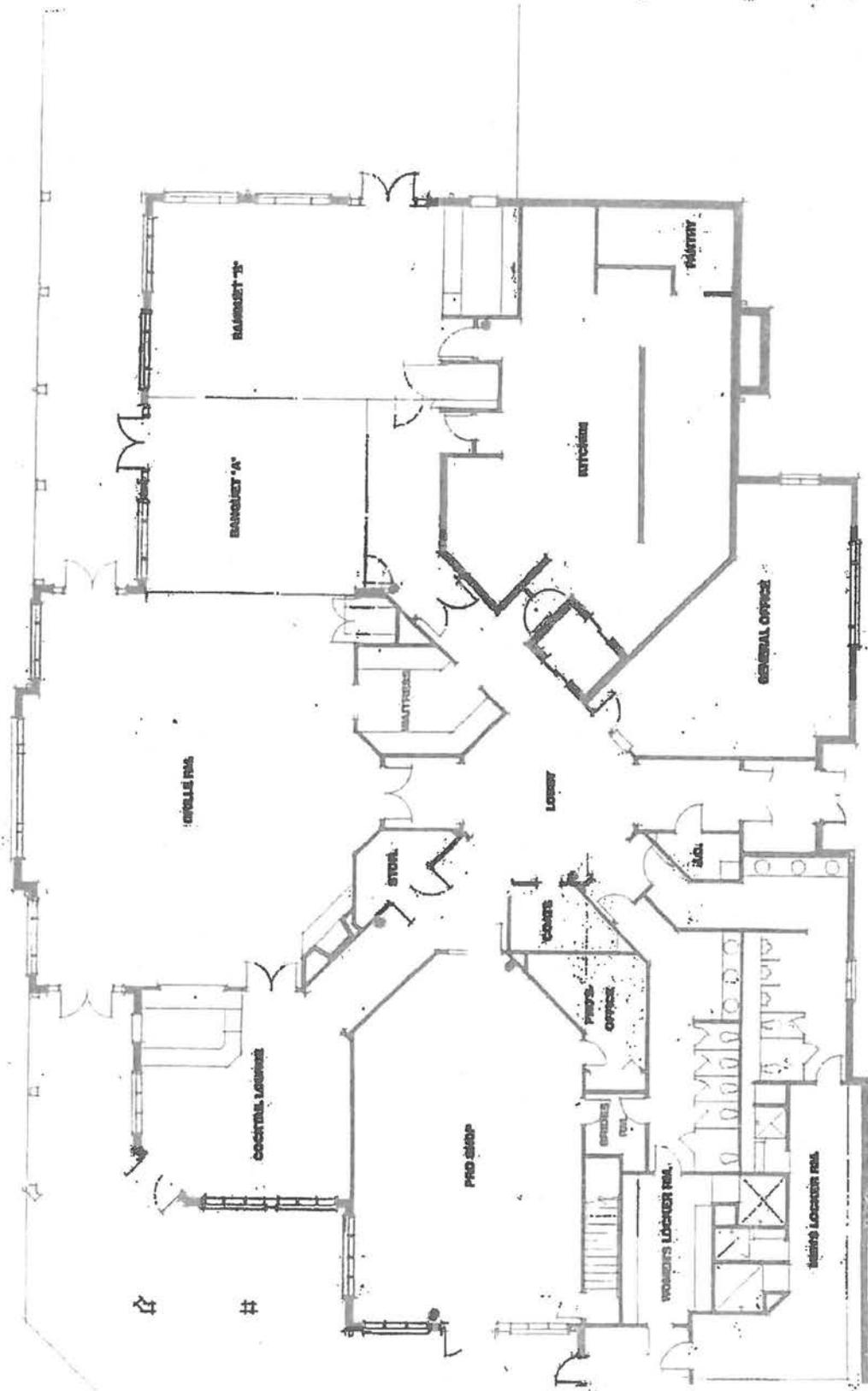
Village Hall  
1st Floor



Plan View



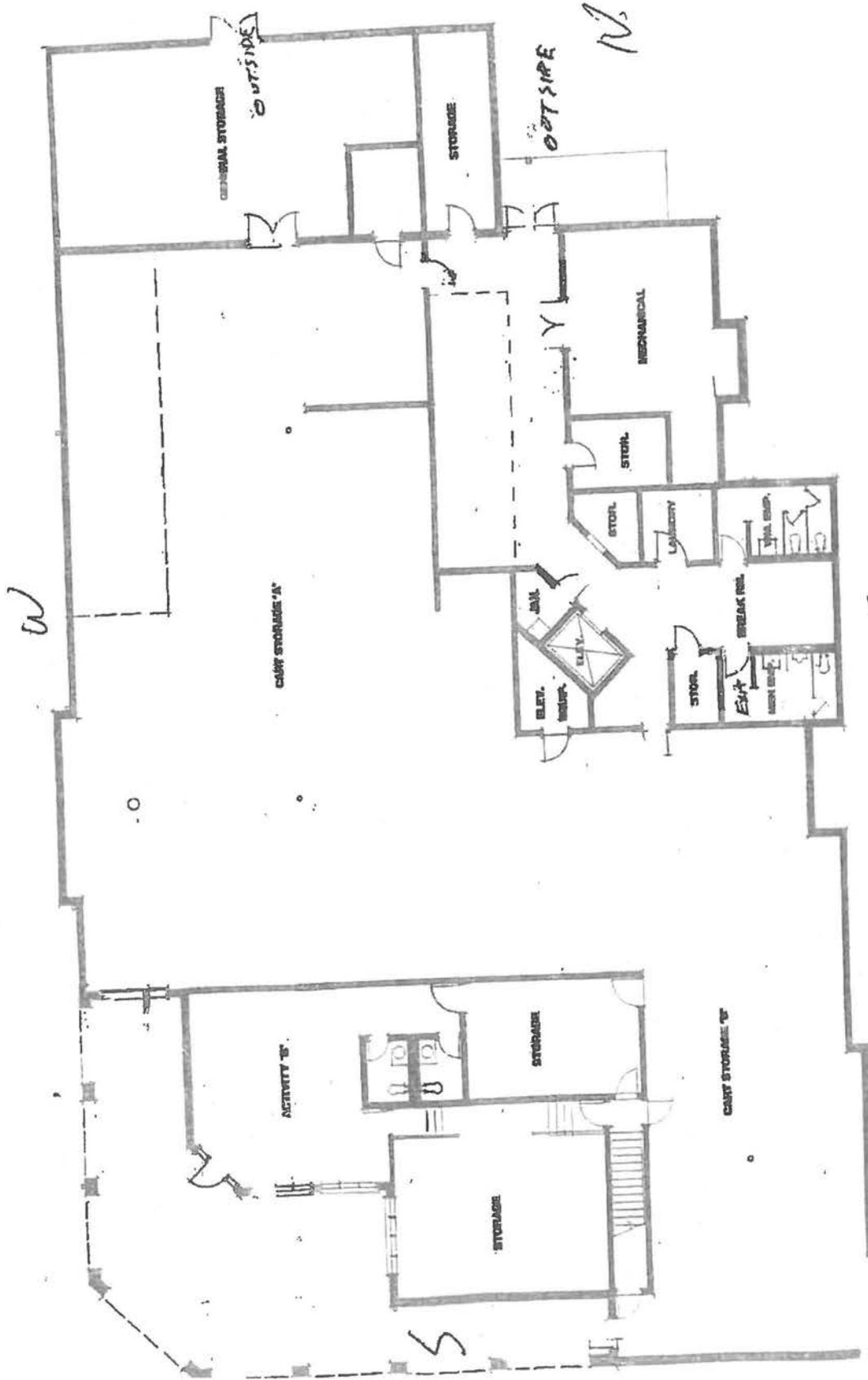
Village Hall  
2nd Floor



Bartlett Hills Clubhouse

MAIN LEVEL FLOOR PLAN  
3/16" = 1'





Bartlett Hills Clubhouse  
 LOWER LEVEL FLOOR PLAN  
 3/16" = 1'0"  
 PLAT 10000

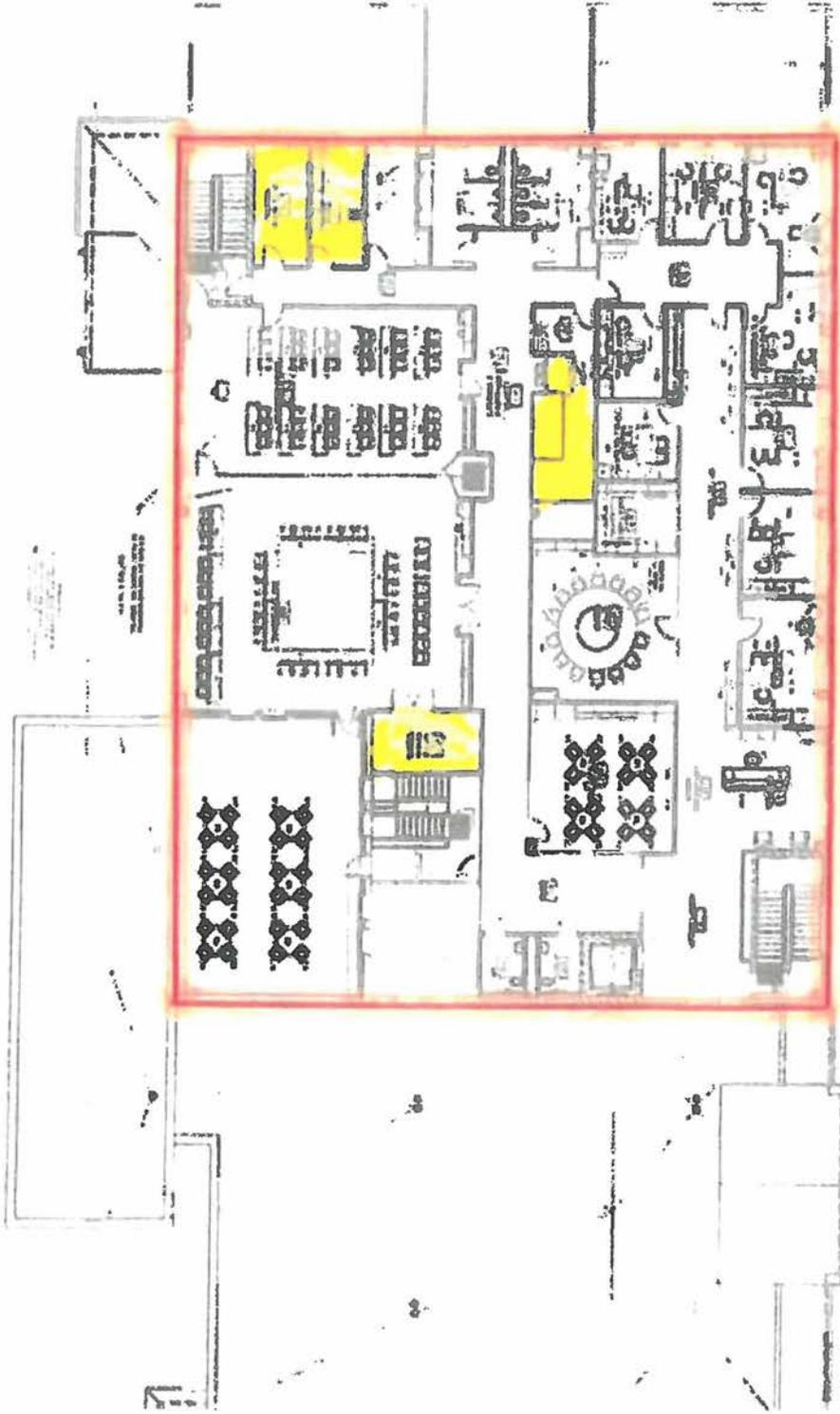
Police

NEW POLICE FACILITY  
BARTLETT POLICE DEPARTMENT  
228 SOUTH MAIN STREET  
BARTLETT ILLINOIS 60103

WILLIAMS  
ARCHITECTS

UPSCALE  
SUPPORTING

F1.2



Expected to be Completed by May 1, 2018

No Janitorial Services Needed (634 Sqft. Combined)

\*Electrical Room (#237)- 237 Sqft.

\*Training Room Storage and Administration Storage (#231/232)- 272 Sqft.

\* Training Room Storage (#239)- 128 Sqft.

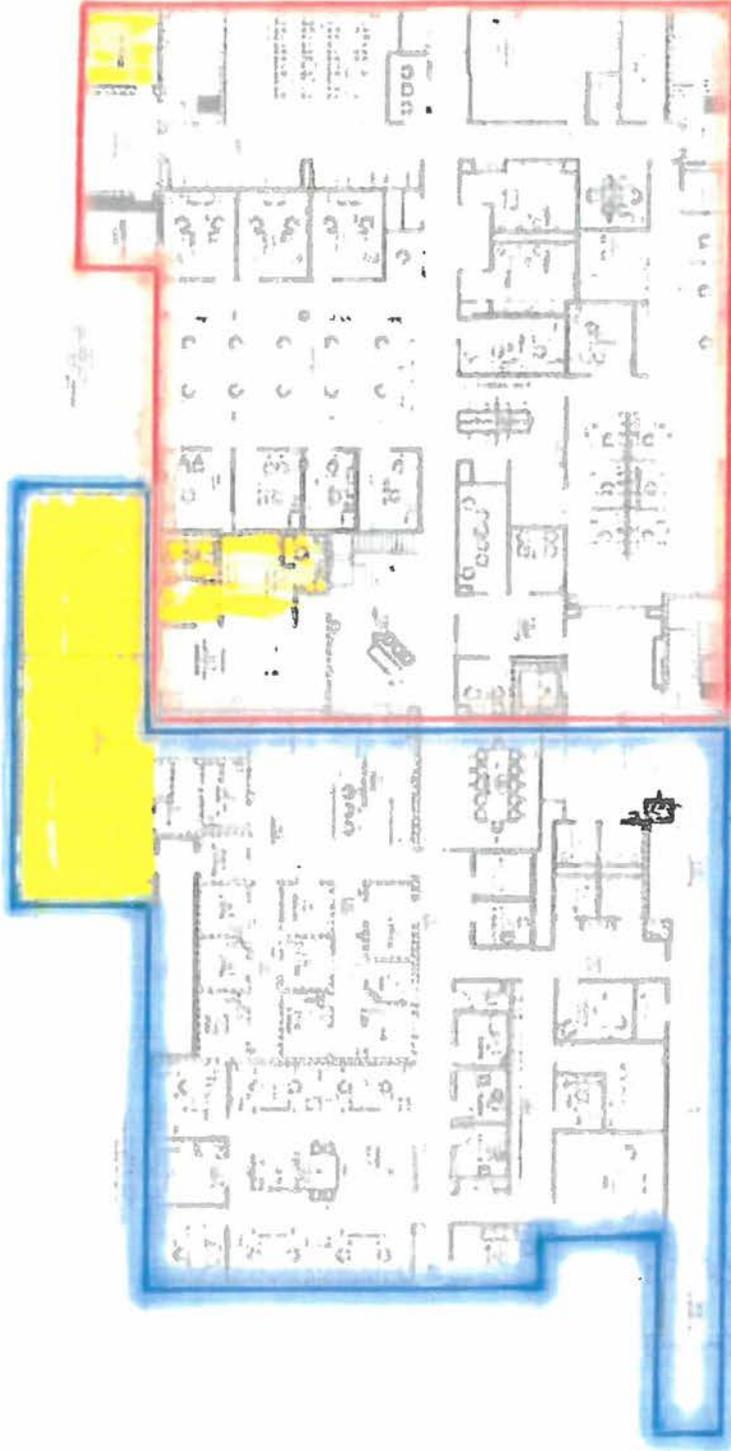
# Upper Level

Police

Expected to be Completed by May 1, 2018

Expected to be Completed by November 18, 2018

No Janitorial Services Needed (2,232 Sqft. Combined)



- \*Sprinkler Room (#121)- 156 Sqft.
- \*Property Control/Elevator #2 (#144/147)- 420 Sqft.
- \*Sallyport (#149)- 1,656 Sqft.

# Main Level

Police



Expected to be Completed by May 1, 2018

No Janitorial Services Needed (7,670 Sqft. Combined)

\*Gun Range, Control Room and Range Targets (#044, 042, 043)- 2,200 Sqft.

\*Electrical, Gun Cleaning and Armory (#045, 040, 041)- 646 Sqft.

\*Range Mechanic (#048)- 432 Sqft.

\*Elevator Equipment (#015)- 100 Sqft.

\*Evidence Storage, Floor Storage, Guns/Drugs/Money, Evidence Purge Area, Elevator, Technician; Bicycle Storage (#008,010,012,014,011,009)- 1,768 Sqft.

\*Mechanical, Building Supply, IT, Comp. Server (#002, 003, 006, 004)- 1,554 Sqft.

\*General Storage (#034)- 970 Sqft.

# Lower Level



## Exhibit F

Village Hall:

List environmentally friendly cleaning supplies Below-

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Police Station:

List environmentally friendly cleaning supplies Below-

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Bartlett Train Station:

List environmentally friendly cleaning supplies Below-

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Bartlett Hills:

List environmentally friendly cleaning supplies Below-

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**JANITORIAL SERVICES AGREEMENT**  
**Exhibit G**

This Janitorial Services Agreement (the "Agreement") is entered this 1st day of May, 2018, between the Village of Bartlett, an Illinois home rule municipality (the "Village") and \_\_\_\_\_ (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. **Cleaning Services.** Contractor shall perform janitorial services and provide all cleaning supplies, equipment and materials required therefore (collectively, "Cleaning Supplies") at the Village Hall and Police Department located at 228 S. Main Street, Bartlett, Illinois, 60103, the Bartlett Hills Golf Course Clubhouse and Midway located at 800 W. Oneida, Bartlett, Illinois, 60103, and the Bartlett Train Station located at 120 E. Railroad Avenue, Bartlett, Illinois, 60103 (collectively, the "Property Sites"), in strict compliance with the Village of Bartlett-Janitorial Services Request for Proposal dated February 26, 2018, including Proposal Exhibits A, B, C, D, E, F and G attached thereto (the "RFP"), and are attached hereto together with the Contractor's Proposal, each of which are expressly incorporated herein (the "Contract Documents"), which the Contractor shall perform in strict compliance with the terms and conditions herein (the "Cleaning Services"). Cleaning Services shall be performed on the days and at the times specified in the RFP in strict compliance with the Schedule of Cleaning set forth in the RFP.

2. **Terms.** The Term of this Agreement shall commence on May 1, 2018 and expire on April 30, 2020, unless sooner terminated as provided herein. Upon mutual agreement between the Village and the Contractor, the term of this agreement can be extended one (1) additional year.

3. **Contract Sum.** The Contract Sum for the Cleaning Services is \$\_\_\_\_\_ monthly and includes all costs of Contractor performing the Cleaning Services in strict compliance with the terms and conditions herein, including but not limited to providing all Cleaning Supplies. Payments shall be made in accordance with paragraph 4 and 20B below.

4. **Payment Procedures.** The Village's shall pay Contractor the monthly Contract Sum following the Village's determination that all Cleaning Services have been performed in strict compliance with the requirements herein, by the third Tuesday following the month in which the Cleaning Services have been completed. The Village reserves the right to discount the monthly invoice for work not performed or performed in an unsatisfactory manner. The discount is not to be considered a penalty but rather will be in direct proportion of the time and materials necessary for the Village staff to perform those services as described in the contract at a satisfactory level. A discount will be demanded after written notice is given to the Contractor first class regular mail

outlining a specific complaint(s) and/or how the terms of the contract are not being fulfilled. On the first occurrence of a specific complaint or default, the Contractor will have five (5) working days to evaluate the performance or source of the complaint and implement corrective measures and cure the default. If, after the five-day period, an improvement to the service or contract default is not evident by the Village, then the discount will be levied to the monthly invoice. On the second occurrence of the same or similar incident, complaint or default, only three (3) days will be given to the Contractor to implement corrective measures and to cure the default before the discount is applied. The third and subsequent occurrence of the same incident or breach will result in an automatic discount to the monthly invoice and will be considered a breach of contract. The Village may also deduct from any payment required hereunder, the cost of any Repair Work not completed in a timely manner by Contractor, in accordance with paragraph 14 herein. In the event Cleaning Services are performed for a portion of a month, the Cleaning Services Fees shall be prorated based on the number of days said Cleaning Services were performed and based on the itemized billing schedule set forth on Exhibit B, subject to any deductions set forth in this paragraph 4.

5. Non-Discrimination.

A. Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, color, national origin, marital status, ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by the Contractor in all contracts entered into with suppliers of materials or services, and all labor organizations and/or subcontractors furnishing skilled, unskilled and/or craft skilled labor and/or who may otherwise perform any such labor or services in connection with this Contract.

B. The Contractor shall comply with all applicable federal, state and local sexual harassment laws.

6. 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 relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA) and all applicable Village Ordinances and Codes. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village, its officials, officers, employees, and agents 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 federal, state or local law. This obligation shall survive the expiration and/or termination of this Agreement.

7. Indemnity. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village, and its officials, officers, employees, and agents, against all injuries, deaths, damage to property, loss, damages, claims,

patent claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, which may in any way arise directly or indirectly from (i) the Cleaning Services and/or any Repair Work provided hereunder; (ii) any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, sub-contractors of any tier, suppliers, and/or agents; and/or (iii) any breach or default under this Agreement by Contractor; 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 Village 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 Village as herein provided. This obligation shall survive the expiration and/or termination of this Agreement.

8. Binding Obligation and Non-Assignability. Contractor shall not assign and/or delegate 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 unapproved assignment and/or delegation shall be null and void.

9. Taxes. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes. The cost of any such taxes is included in the Contract Sum set forth in paragraph 3 above.

10. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Cleaning Services required hereunder, including, but not limited to, Project Sites inspection, and represents and warrants that Contractor can perform the Cleaning Services in strict compliance with the terms and conditions herein. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Cleaning Services 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.

11. Insurance Requirements. Contractor shall procure and maintain for the duration of the Agreement, and any extensions or renewals thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Cleaning Services and/or the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**A. MINIMUM SCOPE AND LIMIT OF INSURANCE.** Coverage shall be at least as broad as:

- i. **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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- iii. **Workers' Compensation:** as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.

B. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Village requires and shall be entitled to the broader coverage and/or 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 Village.

C. **Other Insurance Provisions:** The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured Status.** The Village, 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. 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 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
- ii. **Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- iii. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the Village.
- iv. **Waiver of Subrogation.** Contractor hereby grants to Village a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Village by virtue of the payment of any loss under such insurance. Contractor

agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Village has received a waiver of subrogation endorsement from the insurer.

- v. **Self-Insured Retentions.** Self-Insured retentions must be declared to and approved by the Village. The Village may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Village.
  - vi. **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 Village.
  - vii. **Claims Made Policies.** All insurance shall be on an occurrence basis unless pre-approved in writing by the Village Administrator, and such claims-made policy or policies meet the following minimum additional coverage requirements:
    - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
    - b. Insurance must be maintained and evidence of insurance must be provided **for at least three (3) years after completion of the contract work.**
    - c. 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 date, the Contractor must purchase "extended reporting" coverage for a minimum of **three (3) years** after completion of work.
- D. **Verification of Coverage.** Contractor shall furnish the Village with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Village before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Village reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.
- F. **Subcontractors.** Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidence coverages for each subcontractor. Failure of any such subcontractor to maintain such insurance shall be considered a material breach of this Agreement by Contractor.

12. Default. In the event of default hereunder by Contractor, the Village shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees.

13. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; or (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid. Notice shall be given to the following:

If to the Contractor:

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If to the Village:

Village of Bartlett  
228 South Main Street  
Bartlett, Illinois, 60103  
Attention: Kevin Wallace, Village President

With a copy to:

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

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

14. Repair Work. Contractor shall repair any damage to the Project Site(s) and/or any other Village real and/or personal property attributable to acts and/or omissions of Contractor, its employees, subcontractors of any tier, agents, and/or anyone acting on behalf of any of them, or otherwise attributable to the Cleaning Services, except to the extent such damage is caused by the negligence of the Village or its employees (the "Repair Work"). The Repair Work shall be completed within ten (10) days of the date of said damage (the "Repair Completion Date"). The Village will hold back funds for the Repair Work and/or any costs of replacing any damaged property in accordance with Section 4 herein. However, such holdbacks shall not relieve Contractor of its obligation to complete the Repair Work required hereunder; nor shall such holdbacks be considered a limit on Contractor's liability hereunder.

15. Assumption of Risk. 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 and/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 Agreement.

16. Incorporation of Documents. The (a) Contractor's Proposal Form, (b) the RFP, and (c) all Exhibits referred to therein and/or herein are hereby expressly incorporated herein and made a part hereof.

17. Conflicting Terms. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Proposal, RFP and/or other exhibits hereto, the terms and conditions of this Agreement shall control to the extent of such conflict or inconsistency.

18. Hazardous Substances. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Sites and/or any other Village property (collectively, the "Village Property") by Contractor, its employees, contractors, subcontractors, agents, 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 Village Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of said Village Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and at the Village's option, defend the Village, and its employees, affiliates, agents, volunteers, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about the Village 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 Agreement.

19. Criminal Background Checks. Contractor shall be responsible for causing each employee, contractor, sub-contractor and/or other person that will be performing Cleaning Services hereunder to sign an Investigation Authorization and Release form, attached hereto as Exhibit C, and incorporated herein and shall furnish said Authorization and Release forms to the Village Police Department at least ten (10) days prior to that individual performing any Cleaning Services in or on any of the Project Sites.

The Parties agree that in the event any criminal background check discloses a conviction or adjudication as a delinquent minor for committing any felony and/or a misdemeanor involving mortal turpitude, including, but not limited to, a conviction or adjudication as a delinquent minor for any of the Disqualifying Criminal Offenses listed on Exhibit D which is incorporated herein, then such employee, contractor, sub-contractor and/or other person shall be prohibited from performing any Cleaning Services and/or other work hereunder.

20. Termination of Agreement.

- A. Notwithstanding any provision herein to the contrary, the Village may terminate this Agreement with or without cause by providing, not less than five (5) days prior written notice of termination to Contractor.
- B. The Village may amend the Agreement at any time to remove [and/or add on to] one or more of the Project Sites from the Cleaning Services provided hereunder, by providing not less than 48 hours written notice thereof to Contract, in which case the Contract Sum shall be reduced (or increased) accordingly based on the Cleaning Services Fees allocated for the Project Site or Sites, and shall be pro-rated based on the effective date of said notice.

21. Permits and Licenses. Contractor shall obtain, at its own expense, a Village of Bartlett Contractor's License. In addition, Contractor is specifically denied the right of using, in any form or medium, the name of the Village of Bartlett for public advertising unless express permission is granted by the Village.

22. 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, subcontractor or agent of Contractor, is an employee 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, subcontractor 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.

23. No Third Parties and/or Waiver of Statutory Immunities. Notwithstanding any provisions herein to the contrary, this Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or Village who is not a part to this Agreement or to acknowledge, establish or impose any legal duty to any third party. 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 its respective officials, officers, employees, volunteers and/or agents.

24. Miscellaneous.

a. This Agreement supercedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both parties, other than as provided in paragraph 20B above.

b. 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.

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

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

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

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

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

VILLAGE OF BARTLETT

CONTRACTOR:

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

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

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

Attest: \_\_\_\_\_  
Lorna Giless, Village Clerk

Attest: \_\_\_\_\_

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

# **ADDENDUM NO. 1 TO VILLAGE OF BARTLETT JANITORIAL SERVICES- REQUEST FOR PROPOSAL (“RFP”).**

Addendum No. 1 covers the following items:

- Amended form of the Janitorial Services Agreement (Exhibit G of the Village of Bartlett Janitorial Services Request for Proposal).
- Amended form of the Proposal Worksheet (Exhibit B of the Village of Bartlett Janitorial Services Request for Proposal).
- Form listing amendments to the Village of Bartlett Janitorial Services Request for Proposal- Exhibit A
- Responses to questions raised at the pre-proposal meeting on 3/13/2018
- Sign-in sheet of attendance at the pre-proposal meeting on 3/13/2018

**AMENDED JANITORIAL SERVICES AGREEMENT**  
**Amended March 14, 2018**  
**Exhibit G**

This Janitorial Services Agreement (the "Agreement") is entered this 1st day of May, 2018, between the Village of Bartlett, an Illinois home rule municipality (the "Village") and \_\_\_\_\_ (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. **Cleaning Services.** Contractor shall perform janitorial services and provide all cleaning supplies, equipment and materials required therefore (collectively, "Cleaning Supplies") at the Village Hall and Police Department located at 228 S. Main Street, Bartlett, Illinois, 60103, the Bartlett Hills Golf Course Clubhouse and Midway located at 800 W. Oneida, Bartlett, Illinois, 60103, and the Bartlett Train Station located at 120 E. Railroad Avenue, Bartlett, Illinois, 60103 (collectively, the "Property Sites"), in strict compliance with the Village of Bartlett-Janitorial Services Request for Proposal dated February 26, 2018, including Proposal Exhibits A, B, C, D, E, F and G attached thereto (the "RFP"), and are attached hereto together with the Contractor's Proposal, each of which are expressly incorporated herein (the "Contract Documents"), which the Contractor shall perform in strict compliance with the terms and conditions herein (the "Cleaning Services"). Cleaning Services shall be performed on the days and at the times specified in the RFP in strict compliance with the Schedule of Cleaning set forth in the RFP.

2. **Terms.** The Term of this Agreement shall commence on May 1, 2018 and expire on April 30, 2020, unless sooner terminated as provided herein. Upon mutual agreement between the Village and the Contractor, the term of this agreement can be extended one (1) additional year.

3. **Contract Sum.** The Contract Sum for the Cleaning Services from May 1, 2018 through November 30, 2018 is \$ \_\_\_\_\_ monthly and includes all costs of Contractor performing the Cleaning Services in strict compliance with the terms and conditions herein, including but not limited to providing all Cleaning Supplies. The Contract Sum for the Cleaning Services from December 1, 2018 through the life of the contract is \$ \_\_\_\_\_ monthly and includes all costs of Contractor performing the Cleaning Services in strict compliance with the terms and conditions herein, including but not limited to providing all Cleaning Supplies. Payments shall be made in accordance with paragraph 4 and 20B below.

4. **Payment Procedures.** The Village's shall pay Contractor the monthly Contract Sum following the Village's determination that all Cleaning Services have been performed in strict compliance with the requirements herein, by the third Tuesday following the month in which the Cleaning Services have been completed. The Village

reserves the right to discount the monthly invoice for work not performed or performed in an unsatisfactory manner. The discount is not to be considered a penalty but rather will be in direct proportion of the time and materials necessary for the Village staff to perform those services as described in the contract at a satisfactory level. A discount will be demanded after written notice is given to the Contractor first class regular mail outlining a specific complaint(s) and/or how the terms of the contract are not being fulfilled. On the first occurrence of a specific complaint or default, the Contractor will have five (5) working days to evaluate the performance or source of the complaint and implement corrective measures and cure the default. If, after the five-day period, an improvement to the service or contract default is not evident by the Village, then the discount will be levied to the monthly invoice. On the second occurrence of the same or similar incident, complaint or default, only three (3) days will be given to the Contractor to implement corrective measures and to cure the default before the discount is applied. The third and subsequent occurrence of the same incident or breach will result in an automatic discount to the monthly invoice and will be considered a breach of contract. The Village may also deduct from any payment required hereunder, the cost of any Repair Work not completed in a timely manner by Contractor, in accordance with paragraph 14 herein. In the event Cleaning Services are performed for a portion of a month, the Cleaning Services Fees shall be prorated based on the number of days said Cleaning Services were performed and based on the itemized billing schedule set forth on Exhibit B, subject to any deductions set forth in this paragraph 4.

5. Non-Discrimination.

A. Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, color, national origin, marital status, ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by the Contractor in all contracts entered into with suppliers of materials or services, and all labor organizations and/or subcontractors furnishing skilled, unskilled and/or craft skilled labor and/or who may otherwise perform any such labor or services in connection with this Contract.

B. The Contractor shall comply with all applicable federal, state and local sexual harassment laws.

6. 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 relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA) and all applicable Village Ordinances and Codes. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village, its officials, officers, employees, and agents 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 federal,

state or local law. This obligation shall survive the expiration and/or termination of this Agreement.

7. Indemnity. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village, and its officials, officers, employees, and agents, against all injuries, deaths, damage to property, loss, damages, claims, patent claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, which may in any way arise directly or indirectly from (i) the Cleaning Services and/or any Repair Work provided hereunder; (ii) any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, sub-contractors of any tier, suppliers, and/or agents; and/or (iii) any breach or default under this Agreement by Contractor; 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 Village 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 Village as herein provided. This obligation shall survive the expiration and/or termination of this Agreement.

8. Binding Obligation and Non-Assignability. Contractor shall not assign and/or delegate 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 unapproved assignment and/or delegation shall be null and void.

9. Taxes. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes. The cost of any such taxes is included in the Contract Sum set forth in paragraph 3 above.

10. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Cleaning Services required hereunder, including, but not limited to, Project Sites inspection, and represents and warrants that Contractor can perform the Cleaning Services in strict compliance with the terms and conditions herein. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Cleaning Services 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.

11. Insurance Requirements. Contractor shall procure and maintain for the duration of the Agreement, and any extensions or renewals thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Cleaning Services and/or the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**A. MINIMUM SCOPE AND LIMIT OF INSURANCE.** Coverage shall be at least as broad as:

- i. **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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
  - ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
  - iii. **Workers' Compensation:** as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.
- B. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Village requires and shall be entitled to the broader coverage and/or 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 Village.
- C. **Other Insurance Provisions:** The insurance policies are to contain, or be endorsed to contain, the following provisions:
- i. **Additional Insured Status.** The Village, 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. 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 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
  - ii. **Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

- iii. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the Village.
  - iv. **Waiver of Subrogation.** Contractor hereby grants to Village a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Village by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Village has received a waiver of subrogation endorsement from the insurer.
  - v. **Self-Insured Retentions.** Self-Insured retentions must be declared to and approved by the Village. The Village may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Village.
  - vi. **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 Village.
  - vii. **Claims Made Policies.** All insurance shall be on an occurrence basis unless pre-approved in writing by the Village Administrator, and such claims-made policy or policies meet the following minimum additional coverage requirements:
    - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
    - b. Insurance must be maintained and evidence of insurance must be provided **for at least three (3) years after completion of the contract work.**
    - c. 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 date, the Contractor must purchase "extended reporting" coverage for a minimum of **three (3) years** after completion of work.
- D. **Verification of Coverage.** Contractor shall furnish the Village with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Village before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Village reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.
- F. **Subcontractors.** Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When

requested by the Village, Contractor shall furnish copies of certificates of insurance evidence coverages for each subcontractor. Failure of any such subcontractor to maintain such insurance shall be considered a material breach of this Agreement by Contractor.

12. Default. In the event of default hereunder by Contractor, the Village shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees.

13. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; or (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid. Notice shall be given to the following:

If to the Contractor:

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

If to the Village:

Village of Bartlett  
228 South Main Street  
Bartlett, Illinois, 60103  
Attention: Kevin Wallace, Village President

With a copy to:

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

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

14. Repair Work. Contractor shall repair any damage to the Project Site(s) and/or any other Village real and/or personal property attributable to acts and/or omissions of Contractor, its employees, subcontractors of any tier, agents, and/or anyone acting on behalf of any of them, or otherwise attributable to the Cleaning Services, except to the extent such damage is caused by the negligence of the Village or its employees (the "Repair Work"). The Repair Work shall be completed within ten (10) days of the date of said damage (the "Repair Completion Date"). The Village will

hold back funds for the Repair Work and/or any costs of replacing any damaged property in accordance with Section 4 herein. However, such holdbacks shall not relieve Contractor of its obligation to complete the Repair Work required hereunder; nor shall such holdbacks be considered a limit on Contractor's liability hereunder.

15. Assumption of Risk. 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 and/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 Agreement.

16. Incorporation of Documents. The (a) Contractor's Proposal Form, (b) the RFP, and (c) all Exhibits referred to therein and/or herein are hereby expressly incorporated herein and made a part hereof.

17. Conflicting Terms. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Proposal, RFP and/or other exhibits hereto, the terms and conditions of this Agreement shall control to the extent of such conflict or inconsistency.

18. Hazardous Substances. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Sites and/or any other Village property (collectively, the "Village Property") by Contractor, its employees, contractors, subcontractors, agents, 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 Village Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of said Village Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and at the Village's option, defend the Village, and its employees, affiliates, agents, volunteers, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about the Village 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 Agreement.

19. Criminal Background Checks. Contractor shall be responsible for causing each employee, contractor, sub-contractor and/or other person that will be performing Cleaning Services hereunder to sign an Investigation Authorization and Release form, attached hereto as Exhibit C, and incorporated herein and shall furnish said Authorization and Release forms to the Village Police Department at least ten (10) days prior to that individual performing any Cleaning Services in or on any of the Project Sites.

The Parties agree that in the event any criminal background check discloses a conviction or adjudication as a delinquent minor for committing any felony and/or a misdemeanor involving mortal turpitude, including, but not limited to, a conviction or adjudication as a delinquent minor for any of the Disqualifying Criminal Offenses listed on Exhibit D which is incorporated herein, then such employee, contractor, sub-contractor and/or other person shall be prohibited from performing any Cleaning Services and/or other work hereunder.

20. Termination of Agreement.

- A. Notwithstanding any provision herein to the contrary, the Village may terminate this Agreement with or without cause by providing, not less than five (5) days prior written notice of termination to Contractor.
- B. The Village may amend the Agreement at any time to remove [and/or add on to] one or more of the Project Sites from the Cleaning Services provided hereunder, by providing not less than 48 hours written notice thereof to Contract, in which case the Contract Sum shall be reduced (or increased) accordingly based on the Cleaning Services Fees allocated for the Project Site or Sites, and shall be pro-rated based on the effective date of said notice.

21. Permits and Licenses. Contractor shall obtain, at its own expense, a Village of Bartlett Contractor's License. In addition, Contractor is specifically denied the right of using, in any form or medium, the name of the Village of Bartlett for public advertising unless express permission is granted by the Village.

22. 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, subcontractor or agent of Contractor, is an employee 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, subcontractor 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.

23. No Third Parties and/or Waiver of Statutory Immunities. Notwithstanding any provisions herein to the contrary, this Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or Village who is not a part to this Agreement or to acknowledge, establish or impose any legal duty to any third party. 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 its respective officials, officers, employees, volunteers and/or agents.

24. Miscellaneous.

a. This Agreement supercedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both parties, other than as provided in paragraph 20B above.

b. 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.

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

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

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

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

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

VILLAGE OF BARTLETT

CONTRACTOR:

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

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

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

Attest: \_\_\_\_\_  
Lorna Giles, Village Clerk

Attest: \_\_\_\_\_

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

**EXHIBIT B**  
**Amended March 14, 2018**  
**PROPOSAL**

- The following Proposal worksheet must be completed and returned with the submitted full proposal, including Exhibit F.
- Cost projections and bids will be considered from companies that use GREEN cleaning supplies only.
- The monthly cost of service for each facility shall remain the same for the contract term.

**VILLAGE HALL – service (5 days per week)**

Total Monthly Cost for Service: \$ \_\_\_\_\_

**POLICE DEPARTMENT – service (7 days per week)**

Total Monthly Cost for Service May 1, 2018 through November 30, 2018: \$ \_\_\_\_\_

Total Monthly Cost for Service December 1, 2018 through life of the contract: \$ \_\_\_\_\_

**GOLF CLUB & MIDWAY – service (7 days per week March – December  
3 days per week January & February)**

Total Monthly Cost for Service: \$ \_\_\_\_\_

**BARTLETT TRAIN STATION – service (5 days per week)**

Total Monthly Cost for Service: \$ \_\_\_\_\_

**Total annual cost of service rendered at the Village Hall, Police Department, Golf Club and Midway and Train Station using “Green” supplies in accordance with the RFP**

**May 1, 2018 through April 30, 2019- \$ \_\_\_\_\_**

**May 1, 2019 through April 30, 2020- \$ \_\_\_\_\_**

PROPOSER:

\_\_\_\_\_  
[Insert Name of Company]

Address:

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

State of Incorporation or Organization:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Name of Person Signing:

\_\_\_\_\_

Title of Person Signing:

\_\_\_\_\_

Dated Signed:

\_\_\_\_\_, 2018

NOTE: The selected Proposer will be required to execute and submit a fully executed Janitorial Services Agreement in form as attached to the RFP as Exhibit G together with a certificate of insurance and applicable Investigation Authorization and Release forms within ten (10) days of being notified that it is the selected Proposer.

# Amendments to the Village of Bartlett Janitorial Services Request for Proposal- Exhibit A

1. In section 1. Project Overview, of the Village of Bartlett Janitorial Services– Request for Proposal, remove the third paragraph on page 1, stating:

“The police station is in the process of being torn down and rebuilt/expanded. By the start of the contract, the building will have roughly 29,351 square feet needing janitorial services and once the building is completed, that number will expand to 38,446 square feet requiring janitorial services. During the transition, the Contractor will provide regular services as provided in this RFP to all portions of the police station that are actively used by the Police Department on a daily basis.”

Replace the deleted paragraph with the paragraph in quotations below:

“The police facility is in the process of being torn down and rebuilt/expanded. During the transition, for a period of approximately 24 days, from May 1, 2018 until approximately May 24, 2018, the contractor will provide regular services as provided in the Janitorial Services RFP to all portions of the police station that are actively used by the police department on a daily basis, including the old portion of the police station totaling approximately 20,500 square feet. In addition, the Contractor is required to stock the new police facility with soaps, toiletries, garbage bags, and anything else that is normally stocked by the Contractor, before the police department is scheduled to move into the new facility. Once the police department moves into the new police facility, there will be roughly 29,351 square feet of space requiring janitorial services until approximately November 30, 2018. On approximately December 1, 2018, the final phase of construction is expected to be completed and the space requiring janitorial services will expand to roughly 38,446 square feet. From approximately December 1, 2018 until the end of the contract, the square footage of the police facility requiring janitorial services is expected to remain 38,446 square feet.”

2. In section 1. Project Overview, of the Village of Bartlett Janitorial Services– Request for Proposal, page 2, directly before, “The general areas to be services in the Village Hall and Police Department include the following:” add, “Once all phases of the police facility rebuild/expansion are complete,”

## Questions from 2018 Janitorial Pre-Proposal Meeting

**1. Question:** Do the tile floors need to be Stripped and Waxed?

**1. Response:** The RFP lists the answer to this question on Page 6 under the Bartlett Police Department- monthly and Page 7- semiannually, Page 12 under the Bartlett Village Hall- monthly and Page 15- monthly, Page 18 under the Bartlett Hills Clubhouse, Golf Shop and Midway – monthly and Page 22- quarterly, as well as Page 23 under Bartlett Train Station-monthly.

**2. Question:** Do the bidders need a bid bond?

**2 Response:** No

**3. Question:** What is the price of our current janitorial contract?

**3. Response:** The current janitorial contract can be found under the “transparency” page of the Village’s website under the “2017 Agreements, Contracts and Bid Awards”

**4. Question:** What is the square footage of the current police facility?

**4. Response:** The approximate square footage of the current police building is 20,500 Square feet.

**5. Question:** Should the bidders put two monthly prices on the Exhibit B for the police station?

**5. Response:** yes, review and complete the amended Exhibit B and Exhibit G included in Addendum #1 of the RFP.

**6. Question:** Does the Village provide the paper products?

**6. Response:** Yes

## 2018 Bartlett Janitorial Pre Proposal Meeting Sign In

	Name (Print)	Signature	Company	Phone Number	Email	Date
1.	EVA AMBROSIO		Perfect Clean	713-774-7800	EVA.AMBROSIO@PERFECTCLEAN.COM	3/13/18
2.	Monica Taylor		CRYSTAL MAINT.	847-228-6555	SERVIC@CRYSTALMAINT.COM	3/13/18
3.	KATH LISIOUATY		MULTI-SERVICES	224-330-9872	kathy.lisiouaty@gmail.com	3/13/18
4.	TROY ADAMS		T F M	224-688-6888	TADAMS@TOTALPAC141.COM	3/13/18
5.	TIM TAYLOR		ALPHA BLDG MAINT.	708-878-0353	tim.taylor@alpha-bldg.com	3/13/18
6.	Davis Moore		Service Master Clean	630-460-5367	davis@smclean.com	3/13/18
7.	Agnes Grobadi		Eco Clean Maintenance	773-627-3151	ecoclean@ecoclean.com	3/13/18
8.	McLissa Mendez		ALL PRO CLEANING SOLUTIONS	847-412-7200	mcclissa@allprocleaning.com	3/13/18
9.	Edgar Salas		SERVICEMASTER	630-675-0622	ESALAS@SERVICEMASTER.COM	3/13/18
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						



# Agenda Item Executive Summary

Item Name Brewster Creek TIF Developer Note #4, Payout #15 Committee or Board Board

## BUDGET IMPACT

Amount:	\$245,300	Budgeted	\$245,300
List what fund	Brewster Creek TIF Project Fund		

## EXECUTIVE SUMMARY

Brewster Creek Public Improvements - TIF Developer Note #4, Payout #15.

## ATTACHMENTS (PLEASE LIST)

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

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Resolution 2020-\_\_\_\_\_, a resolution approving of the Disbursement Request for Payout No. 15 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project.

Staff: Todd Dowden, Finance Director Date: 03/16/20

**Village of Bartlett**  
**Finance Department Memo**  
**2020 - 04**

**DATE:** March 16, 2020

**TO:** Paula Schumacher, Village Administrator

**FROM:** Todd Dowden, Finance Director

**SUBJECT:** Brewster Creek TIF Developer Note #4 Payout Request #15

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

Attached is a resolution and several documents to approve the 15<sup>th</sup> developer note #4 payout request for the Brewster Creek TIF development. The total amount is \$245,300. The attachments are various documents required by the Village's redevelopment agreement. The attachments include:

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

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

**MOTION:** I move to approve Resolution Number 2020-\_\_\_\_\_ A Resolution Approving of Disbursement Request for Payout No. 15 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

**RESOLUTION 2020-**

**A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 15 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2016 FOR THE ELMHURST CHICAGO STONE BARTLETT QUARRY REDEVELOPMENT PROJECT**

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

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

**WHEREAS**, ECS has delivered to the Village its fifteenth Memorandum of Payment requesting that it be reimbursed the sum of \$245,300 in Project Costs for Payout No. 15 from the Subordinate Lien Tax Increment Revenue Note; and

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

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

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

**SECTION ONE:** The Memorandum of Payment No. 15 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2016 Subordinate Note in the sum of \$245,300 is hereby approved.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED**                      March 24, 2020

**APPROVED**                  March 24, 2020

---

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 2020- , enacted on March 24, 2020, and approved on March 24, 2020, as the same appeared from the official records of the Village of Bartlett.

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Lorna Gilles, Village Clerk

## DEVELOPER NOTE #4

### MEMORANDUM OF PAYMENT NO. 15

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

1. Documentation which authorizes and requests partial payment; and
2. Documentation which sets forth payments by the Developer of the invoices for which partial payments is being requested; and
3. Such other documentation as is required by Section 12-1.C of the Agreement.
4. Developer requests payment in the sum of \$ 245,300.00 bearing an interest rate at 7.0% per annum.

**ELMHURST-CHICAGO STONE COMPANY**

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



Dated: \_\_\_\_\_

2/20/20

**SCHEDULE 1**

**COST OF THE IMPROVEMENTS**

V3	Misc. Survey and Engineering Services	\$	2,625.00
V3	Dry Utility Coordination	\$	1,023.75
V3	Jack Court Construction Layout	\$	3,000.00
V3	Spitzer Sanitary & Jack Court CM	\$	15,000.00
Martam	Jack Court Construction	\$	134,885.70
A-Lamp	Spitzer-Jack Court Sanitary Sewer	\$	85,486.50
V3	Com Ed Pole Bracing	\$	3,212.97

**Total** **\$ 245,233.92**

March 12, 2020

Mr. Todd Dowden, Director of Finance

RE: **DEVELOPER NOTE # 4 MEMORANDUM  
OF PAYMENT # 15 – RELATIVE TO THE  
REDEVELOPMENT AND FINANCING  
AGREEMENT BETWEEN THE VILLAGE  
OF BARTLETT AND ELMHURST CHICAGO  
STONE COMPANY**

Dear Todd:

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

- The **Developer Note # 4 Memorandum of Payment # 15** from Elmhurst Chicago Stone Company requesting payment in the amount of **\$245,300.00** to reimburse itself for monies spent on the project for the period of **December 17, 2019** through **February 7, 2020**.
- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

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

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

We have reviewed the certification for V3 Companies, A Lamp Contractors and Martam Construction, Inc. stating that the work has been completed and materials are in place as indicated on the **Developer Note # 4 Memorandum of Payment # 15**. We have also included invoices from firms noted above for professional services. Based on periodic field observations and review of supporting documents submitted, including the invoices for professional services, we concur with the opinion of V3 Companies, A Lamp Contractors and Martam Construction, Inc. that the work has been completed and materials are in place as indicated in the **Developer Note # 4 Memorandum of Payment # 15**, covered by the dates December 17, 2019 through February 7, 2020.

Please contact our office if there are any questions.

Bartlett Village Engineer

A handwritten signature in black ink, appearing to read "Robert Allen". The signature is stylized and cursive.

Robert Allen, P.E.

cc: Dan Dinges, P.E., Director of Public Works  
Bryan Mraz, Village Attorney



# Agenda Item Executive Summary

Item Name Metropolitan Water Reclamation District of Greater Chicago Sewer Service Agreement Second Amendment Committee or Board Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

As you are aware, we are under design for a new lift station and force main to the Bittersweet WWTP so we can abandon the Devon Excess Flow Facility and eliminate the IEPA permit issues. Staff has worked with MWRD to allow us to extend the removal of the restrictor at the Berteau Lift Station until January 1, 2023. This enables us to complete the design and install the lift station and forcemain. The attached amendment to the Sewer Service Agreement allows us to extend the removal of the restrictor for 3 years. This was previously approved in January, however, the incorrect version was attached therefore the correct version is now being approved.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, MWRD Sewer Service Agreement

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move the Village Board approve Resolution 2020 - \_\_\_\_\_, a Resolution Approving the Second Amendment to the Sewer Service Agreement Between the Village of Bartlett and the Metropolitan Water Reclamation District of Greater Chicago.

Staff: Dan Dinges, Director of Public Works Date: 03/6/20

# Memo

DATE: March 6, 2020

TO: Paula Schumacher  
Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: Metropolitan Water Reclamation District of Greater Chicago Sewer Service Agreement Second Amendment

As you are aware, we are under design for a new lift station and force main to the Bittersweet WWTP so we can abandon the Devon Excess Flow Facility and eliminate the IEPA permit issues.

Staff has worked with MWRD to allow us to extend the removal of the restrictor at the Berteau Lift Station until January 1, 2023. This enables us to complete the design and install the lift station and forcemain. The attached amendment to the Sewer Service Agreement allows us to extend the removal of the restrictor for 3 years. This was previously approved in January, however, the incorrect version was attached therefore the correct version is now being approved.

We recommend that the Village Board approve the second amendment with MWRD.

**MOTION:** I move the Village Board approve Resolution 2020 - \_\_\_\_\_, a Resolution Approving the Second Amendment to the Sewer Service Agreement Between the Village of Bartlett and the Metropolitan Water Reclamation District of Greater Chicago.

**RESOLUTION 2020-10-R**

**A RESOLUTION APPROVING OF THE SECOND AMENDMENT  
TO SEWER SERVICE AGREEMENT WITH BARTLETT, ILLINOIS**

---

**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 Second Amendment to Sewer Service Agreement With Bartlett, Illinois between the Metropolitan Water Reclamation District of Greater Chicago and the Village of Bartlett (the "Second Amendment"), copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** The Village Attorney, Village Engineer, and Village Clerk are hereby authorized and directed to sign and attest, respectively, the Second Amendment 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:** March 24, 2020

**APPROVED:** March 24, 2020

\_\_\_\_\_  
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 2020-10-R enacted on March 24, 2020, and approved on March 24, 2020, as the same appears from the official records of the Village of Bartlett.

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

*Protecting Our Water Environment*

BOARD OF COMMISSIONERS

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**Metropolitan Water Reclamation District of Greater Chicago**

100 EAST ERIE STREET CHICAGO, ILLINOIS 60611-3154 312.751.5600

**Catherine A. O'Connor, Ph.D, P.E.**  
Director of Engineering

312.751.7905 f: 312.751.5681  
catherine.o'connor@mwr.org

December 30, 2019

Mr. Daniel Dinges  
Public Works Director  
Village of Bartlett  
1150 Bittersweet Drive  
Bartlett, Illinois 60103

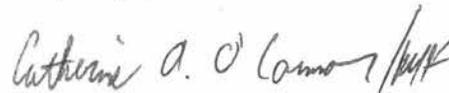
Dear Mr. Dinges:

Subject: Second Amendment to Sewer Service Agreement

On December 5, 2019, the District's Board of Commissioners authorized the District to amend the Sewer Service Agreement with the Village of Bartlett (Village) to extend the restrictor replacement deadline to January 1, 2023. Enclosed for the Village's execution are four copies of the Second Amendment to the Sewer Service Agreement. Please sign and return all four copies of the Second Amendment to the District for execution. Additionally, please include a copy of the ordinance or resolution authorizing the Village to enter into the Second Amendment with the District.

We understand that the Village is developing a plan to treat excess flows at the Bittersweet Treatment Plant by installing a new lift station and force main. As such, the restrictor replacement deadline has been extended from January 1, 2020, to January 1, 2023, to allow the Village to complete their project. If you have any questions, please contact Ms. Ann Gray at (312) 751-3085.

Very truly yours,



Catherine A. O'Connor  
Director of Engineering

WSS/MD/op  
Enclosures

**SECOND AMENDMENT TO SEWER SERVICE AGREEMENT  
WITH BARTLETT, ILLINOIS**

THIS SECOND AMENDMENT TO A SEWER SERVICE AGREEMENT WITH BARTLETT, ILLINOIS, ("Second Amendment") made and entered into between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO ("DISTRICT"), a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois, and the VILLAGE OF BARTLETT ("VILLAGE"), a municipal corporation, organized and existing under the laws of the State of Illinois (for convenience, the DISTRICT and the VILLAGE may be referred to collectively as the "PARTIES".)

**WITNESSETH THAT:**

**WHEREAS**, the DISTRICT and the VILLAGE have heretofore entered into an agreement dated March 4, 1971 ("Agreement"), in which the VILLAGE agreed to install a weir in a sewer owned by the VILLAGE leading to the VILLAGE's Bartlett Sewage Treatment Works; and

**WHEREAS**, the weir was to be set at a position which would allow the DISTRICT to accept one and a half times the average dry weather flow from the VILLAGE's sewers in the Cook County area of the VILLAGE to the DISTRICT's Hanover Park Water Reclamation Plant ("Hanover Park WRP") for treatment; and

**WHEREAS**, the VILLAGE agreed to assume the responsibility for treating all flows in excess of those diverted to the Hanover Park WRP; and

**WHEREAS**, the weir was replaced with a diversion structure with a restrictor pipe; and

**WHEREAS**, in 2004, due to new development, the VILLAGE increased the size of the restrictor to divert more flow to the Hanover Park WRP pursuant to DISTRICT Sewerage System Permit 84-091 (RL 03-063), which allowed for major modifications to the diversion structure controlling the flow to the DISTRICT-owned Bartlett Pumping Station ("2004 Restrictor Modifications"); and

**WHEREAS**, on June 13, 2016, the Illinois Environmental Protection Agency (“IEPA”) found the VILLAGE to be in violation of NPDES Permit No. IL0027618 due to increased flow to the VILLAGE’s Devon Excess Flow Facility; and

**WHEREAS**, the DISTRICT's Bartlett Pumping Station has the capability to handle 1.5 times the dry weather flow from the VILLAGE's sewers in the Cook County area of the VILLAGE tributary to the DISTRICT’s Hanover Park WRP; and

**WHEREAS**, the Agreement was amended on December 6, 2016, to allow the DISTRICT to accept additional flows from the VILLAGE by temporary removal of the restrictor in the VILLAGE-owned sewer tributary to the VILLAGE’s Bartlett Sewage Treatment Works, (the “First Amendment”). The First Amendment was to assist the VILLAGE to temporarily meet its NPDES Permit limits while researching and implementing a permanent solution; and

**WHEREAS**, under the First Amendment, the restrictor shall be replaced by the VILLAGE in the sewer no later than January 1, 2020; and

**WHEREAS**, the VILLAGE now intends to install a new lift station and force main to convey flow to the VILLAGE’s Bittersweet Wastewater Treatment Plant to meet its current and future NPDES permit requirements; and

**WHEREAS**, the DISTRICT’s Bartlett Pumping Station shall not be reconstructed or modified in order to accept any additional flow; and

**WHEREAS**, the PARTIES hereto agree that the most expeditious and effective manner for the VILLAGE to permanently come into compliance with NPDES Permit No. IL0027618 is to further amend the Agreement to allow the VILLAGE to extend the restrictor replacement deadline to January 1, 2023, and for the District to treat excess flows at the Hanover Park WRP while the VILLAGE completes its project for a new lift station and force main.

**NOW THEREFORE** in consideration of the promises, mutual covenants, and agreements herein contained, it is agreed by and between the PARTIES as follows:

1. The DISTRICT agrees to accept discharge of flows tributary to the Devon Excess Flow Facility until January 1, 2023. Said flows shall not be in excess of the current capacity of the Bartlett Pumping Station as determined by the DISTRICT. If the flow at any time exceeds the capacity of the Bartlett Pumping Station, the flow will be diverted back to the Devon Excess Flow Facility. Current operating procedures for monitoring and notification will remain in effect.
2. The DISTRICT shall only accept flows that originate in the Cook County portion of the VILLAGE.
3. The VILLAGE shall replace the restrictor in the sewer no later than January 1, 2023. The DISTRICT may require a sewerage system permit if the VILLAGE replaces the restrictor with a different diversion structure than the 2004 Restrictor Modification.
4. In no event will the DISTRICT accept more than 1.5 times the current dry weather flow from the VILLAGE's Cook County-area sewers.
5. While the District agrees to accept flows within the current capacity of the Bartlett Pumping Station, as determined by the DISTRICT, the DISTRICT does not warrant or otherwise guarantee that the capacity will be sufficient to bring the VILLAGE into compliance with NPDES Permit No. IL0027618. The PARTIES recognize that there may be times when the District cannot manage all of the flows from the Cook County area of the VILLAGE.
6. This Second Amendment to the Sewer Service Agreement with the VILLAGE shall expire on January 1, 2023, at which time the terms of the original Agreement dated March 4, 1971, shall control.
7. All other provisions of the Agreement dated March 4, 1971, and the First Amendment not specifically mentioned herein shall remain in full force and effect.

**SIGNATORY PAGE**

IN WITNESS WHEREOF, the VILLAGE OF BARTLETT and the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, the PARTIES hereto, have each caused these presents to be executed, in quadruplicate, by their duly authorized officers to be duly attested and their seals to be hereunto affixed.

**APPROVED FOR THE VILLAGE OF BARTLETT**

AS TO ENGINEERING:

By: \_\_\_\_\_  
Village Engineer

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

AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Village Attorney

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

ATTEST:

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

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

**APPROVED FOR THE METROPOLITAN WATER RECLAMATION DISTRICT  
OF GREATER CHICAGO**

AS TO ENGINEERING:

By: \_\_\_\_\_  
Engineer of Local Sewers

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

By: \_\_\_\_\_  
Assistant Director of Engineering

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

By: \_\_\_\_\_  
Director of Engineering

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

AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Head Assistant Attorney

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

By: \_\_\_\_\_  
General Counsel

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

APPROVED:

By: \_\_\_\_\_  
Executive Director

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

By: \_\_\_\_\_  
Chairman, Committee on Finance of the  
Board of Commissioners

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

ATTEST:

By: \_\_\_\_\_  
Chairman, Committee on Finance of the  
Board of Commissioners

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



# Agenda Item Executive Summary

Item Name License Agreement Between Village of Bartlett and School District U-46 Committee or Board Board

## BUDGET IMPACT

Amount:	NA	Budgeted	NA
List what fund	Water		

## EXECUTIVE SUMMARY

The Board of Education of School District U-46 has approached the village to provide a license agreement for installing radio equipment on the Villa Olivia water tower to improve communications with their transportation and schools.

The Village Attorney and I have reviewed their submittal and developed the license agreement with U-46 and believe it is acceptable.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, License Agreement

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Resolution 2020-\_\_\_\_\_, a Resolution Approving of the Non-Exclusive License Agreement between the Village of Bartlett and the Board of Education of School District U-46.

Staff: Dan Dinges, Director of Public Works

Date: 3/6/20

# PUBLIC WORKS MEMO



DATE: March 6, 2020

TO: Paula Schumacher  
Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: License Agreement between Village of Bartlett and School District U-46

The Board of Education of School District U-46 (U-46) has approached the village to provide a license agreement for installing radio equipment on the Villa Olivia water tower to improve communications with their transportation and schools.

The Village Attorney and I have reviewed their submittal and developed the license agreement with U-46 and believe it is acceptable.

**MOTION: I move to approve Resolution 2020-\_\_\_\_\_ , a Resolution Approving of the Non-Exclusive License Agreement between the Village of Bartlett and the Board of Education of School District U-46.**

RESOLUTION 2020 - \_\_\_\_\_

**A RESOLUTION APPROVING OF THE NON-EXCLUSIVE LICENSE AGREEMENT  
BETWEEN THE VILLAGE OF BARTLETT AND THE  
BOARD OF EDUCATION OF SCHOOL DISTRICT U-46**

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

**SECTION ONE:** The Non-Exclusive License Agreement dated as of March 24, 2020 (the "Agreement"), between the Village of Bartlett, an Illinois municipal corporation of Cook, DuPage and Kane Counties ("BARTLETT"), and the Board of Education of School District U-46, Kane, Cook and DuPage Counties (the "School District" or "Licensee"), copy of which license agreement is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village President is hereby authorized and directed to sign the license 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: March 24, 2020

APPROVED: March 24, 2020

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Kevin Wallace, Village President

ATTEST:

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Lorna Giless, Village Clerk

## CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2020 - \_\_\_\_\_ enacted on March 24, 2020, and approved on March 24, 2020, as the same appears from the official records of the Village of Bartlett.

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

## NON-EXCLUSIVE LICENSE AGREEMENT

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This Agreement (herein so called) is made as of the 24th day of March, 2020, by and between the VILLAGE OF BARTLETT, an Illinois home rule municipal corporation of Cook, DuPage and Kane Counties, Illinois (the "Village" or "Licensor") and the BOARD OF EDUCATION OF SCHOOL DISTRICT U-46, Kane, Cook and DuPage Counties, Illinois (the "School District" or "Licensee") (collectively, the "Parties").

### RECITALS:

**WHEREAS**, the Village is the owner of certain real estate commonly known as the Villa Olivia Water Tower Property, which is legally described on Exhibit A (the "Water Tower Property") upon which there exists a 500,000 gallon spheroid water tower which the Village owns and operates (the "Tower"); and

**WHEREAS**, the School District desires to obtain a license to utilize a portion of the Water Tower Property for the purpose of the construction, operation and maintenance of radio communications facilities, including an equipment box, within the base of the Tower, and to install and operate a certain transmit and receive antenna to be attached to the top portion of the Tower and to run cable from the antenna through, outside and inside of the Tower to the equipment box;

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

1. a. The Village hereby grants a non-exclusive license to the School District for the Term as hereinafter defined in Section 3 of this Agreement to install, paint, maintain, operate and replace the following described equipment, cabling, antenna and appurtenances (collectively, the "Facilities"): (i) an equipment box; (ii) cabling on the interior and exterior of the Tower; (iii) an antenna mount bracket and Telewave INGANT 450 F6 whip antenna and various appurtenances in strict accordance with the structural engineering drawings sheets S1-S3 inclusive, dated February 18, 2020 prepared by Illinois licensed structural engineer James Rowley of Dixon Engineering, Inc., copies of which are attached hereto as Exhibit B and are expressly incorporated herein (the "Engineering Plans").

b. Licensee shall have access to the Water Tower Property seven (7) days a week, twenty-four (24) hours a day to maintain or repair the Facilities. Notwithstanding the foregoing, however, Licensee shall reasonably notify the Village Public Works Department at 630-837-0811 and the Bartlett Park District at 630-540-4800 in the event that Licensee requires access to the Water Tower Property during the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday ("Business Hours"). In the event Licensee requires access to the Water Tower Property outside of Business Hours, on weekends, holidays or in the event of an emergency, Licensee shall contact the Village

Director of Public Works, Dan Dinges, at 630-837-9348, and the Executive Director of the Bartlett Park District, Rita Fletcher, at 630-540-4835 in order to gain access to the Water Tower. Any and all construction work, including major repair, replacement or removal work shall be performed only between the hours of 7:00 a.m. and 9:00 p.m. on weekdays and 8:00 a.m. and 9:00 p.m. on Saturdays and Sundays.

c. Notwithstanding any provision in this Agreement to the contrary, the School District shall install, maintain, operate, repair and replace the Facilities so as not to cause unreasonable interference with any pre-existing licensee's or permittee's operations, including but not limited to the existing radio antenna and facilities of DuPage Public Safety ("DuComm") currently utilizing the Tower for a radio antenna mounted on the top of the tower and various cabling and equipment in and outside of the Tower under a Memorandum of Understanding that includes the Water Tower Property and the Tower and other property and water towers owned by the Village (the "DuComm Antenna Facilities"). The School District shall hold harmless, defend, and indemnify the Village for such interference as provided for in subsection 24(d) herein. Licensee undertakes full and complete responsibility at all times hereafter for the expenses of, and quality of, construction, installation and compliance of the Facilities with all applicable federal, state and local laws, regulations and codes, code requirements and regulations of governmental authorities having jurisdiction over the construction and installation, including, but not limited to, compliance with acts affecting construction of public buildings and service areas used by public employees, and Licensee agrees to remedy or correct any deficiencies with such compliance. The construction shall be processed pursuant to permit and conducted by authorized and licensed personnel and shall be performed in compliance with local, state, and federal requirements for construction activities upon public property. Licensee shall be responsible for all permit costs. Prior to the issuance of building permits, Licensee shall maintain and provide the Village with evidence of each of the insurance coverages specified herein in the amounts so specified.

2. a. Provided the School District is not in default under this Agreement beyond any period allowed hereby for cure, the School District shall have the non-exclusive right, during the Term to conduct tests and to install, maintain, operate, replace or remove any of its Facilities in or upon the Tower (as defined in section 1 above) all of which shall belong to and be removable by the School District, or its designees, subject to the limitations set forth in Subsection c. of this Section 2. The Village agrees that School District shall have access to the Water Tower Property per Subsection 1.b of this Agreement in order to conduct tests and to install, maintain, operate, replace or remove the Facilities subject to any conditions contained in this Agreement.

b. The School District shall cause all work performed hereunder and by its contractors, and all equipment, materials, and goods installed and/or constructed hereunder to be in strict accordance with the Final Engineering Plans.

c. (1) The School District shall not itself or hire others to make any alterations, additions, installations, substitutes or improvements excluding routine maintenance and like-for-like replacements that are of substantially the same size,

weight, and one antenna and substantially the same mounting systems (hereinafter collectively called "Alterations"), which the Village has not approved pursuant to subsection 2.b. above, in and to the Tower without first obtaining the Village's written consent. The Village shall not unreasonably withhold or delay its consent; provided, the School District shall have submitted new engineering plans and structural engineer's reports if the Alterations increase the weight of any such antenna increases by more than twenty-five (25) pounds or the mounting system or type will change. However, the Village shall have no obligation to consent to Alterations that in the Village Engineer's reasonable opinion fail to comply with the requirements of subsection 2.b. above. The School District shall pay the Village's actual and reasonable costs not to exceed \$1,000.00 for reviewing or inspecting any proposed Alterations.

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

(3) The School District shall keep the Water Tower Property and the Tower and the School District's license interest herein free of any liens or claims of liens and shall discharge any such liens within ten days of their filing. To the fullest extent permitted by law, the School District shall indemnify, defend and hold the Village harmless from and against any and all liens or claims for liens for material or labor by reason of any work done and/or material furnished by or to the School District in connection with any construction, installation, maintenance, repair, Restoration Work, as defined herein, or other work undertaken at any time by the School District or on behalf of the School District, its contractors, its contractors' subcontractors, and/or agents in or upon the Water Tower Property. Prior to the commencement of any work, including the installation of any Antenna, equipment box, cable, or other Facilities, the School District's general contractor shall furnish the Village and the School District with a performance bond, and a labor and material payment bond in the amount of the contract sum of the contracts between U-46 and its prime contractor(s) for the design, cost of all material, equipment comprising the Facilities and the cost of all labor for the installation of the Facilities (the "U-46 Antenna

Contract”) naming the School District and the Village as co-obligees on said bonds, co-signed by a surety licensed by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of the A.M. Best’s Insurance Guide to guaranty the performance of the contractors’ obligations under the U-46 Antenna Contract and the School District’s obligations hereunder, including but not limited to the payment of all construction and installation, license fees, taxes, and the prevailing wages (the “Bond”).

3. a. The initial term (the “Initial Term”) of this Agreement shall be five (5) years and shall commence upon April 1, 2020 (the “Commencement Date”), provided that the School District is not then in default under this Agreement beyond any period allowed hereby for cure. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR THREE (3) ADDITIONAL TERMS OF FIVE (5) YEARS EACH (THE “RENEWAL TERMS”) AT THE MONTHLY LICENSE FEES DESCRIBED IN SUBSECTION 3b(2) HEREIN, UNLESS LICENSEE SHALL GIVE THE VILLAGE WRITTEN NOTICE AT LEAST 90 DAYS PRIOR TO THE EXPIRATION OF THE THEN CURRENT FIVE YEAR TERM OR RENEWAL TERM OF LICENSEE’S INTENTION NOT TO RENEW AND FURTHER PROVIDED THAT THE SCHOOL DISTRICT IS NOT IN BREACH OR DEFAULT HEREUNDER AT THE TIME OF THE RENEWAL AND THAT THIS AGREEMENT HAS NOT BEEN EARLIER TERMINATED. During the Initial Term and Renewal Terms of this Agreement, either party may terminate the Agreement only in accordance with the provisions of sections 6, 15, section 27 or section 28. The word “Term” as used herein shall be deemed to include not only the Initial Term but the Renewal Terms as well, as and when the Renewal Terms commence unless sooner terminated under the terms hereof.

b. (1) Effective as of the Commencement Date and on the first day of each year thereafter during the Initial Term, the School District shall pay the Village a license fee in equal annual installments of One Thousand Dollars (\$1,000.00). A license fee for any fractional year at the beginning or at the end of the Term or Renewal Term shall be prorated. The license fee shall be payable to the Village at 228 South Main Street, Bartlett, Illinois, 60103, Attention: Village Treasurer. The parties acknowledge and agree that the initial payment of the annual license fee will be sent by Licensee within thirty (30) days after the Commencement Date.

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

License Fee for the First Renewal Term (years 6 through 10):	\$1,250.00 per year
License fee for the Second Renewal Term (years 11 through 15):	\$1,500.00 per year
License Fee for the Third Renewal Term (years 16 through 20):	\$1,750.00 per year

4. It is anticipated that the School District will utilize the Village's existing electrical panel in the Tower so the foregoing license fees are attributable to the School District's use of electricity, and in the event the existing electrical panel cannot be used, the School District shall cause a separate electrical meter or submeter to be installed and the School District shall pay the entire cost of any such electric service utilized by the School District.

5. The School District shall not conduct tests, install, maintain, operate, replace or remove any Facilities that it should reasonably anticipate to disrupt, disturb or otherwise interfere with the activities of the Village based on the size and scope of any such work without first obtaining the prior written permission of the Village.

6. It is understood and agreed that the School District's ability to use the Water Tower Property and the effectiveness of this Agreement is contingent upon the School District obtaining after the full execution of this Agreement any and all certificates, permits and other approvals that may be required by any federal, state or local governmental authorities and all electric and telephone utility connections to Licensee's Facilities that may be required for operation of the Facilities (collectively, the "Approvals"). In the event the School District is unable to obtain said Approvals, this Agreement shall be rendered null and void with no further duty or obligation upon either party by virtue hereof except for the School District's obligation to reimburse the Village for all of its expenses, including its attorney's fees in drafting this Agreement and the Village's consultant fees, including engineering fees to review all plans, drawings and specifications, and a structural engineer's report submitted by or on behalf of the School District, provided that such fee shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00) and shall be paid by Licensee within thirty days (30) after receipt of an invoice for the same from the Village.

7. The Village represents to the School District that the Village has the authority to grant the license and rights being provided to the School District under this Agreement. The Village acknowledges that the School District is relying upon the foregoing representation in entering this Agreement and expending monies in connection therewith. Notwithstanding the foregoing, in the event the use of the Water Tower Property and/or the Tower, is prevented by law, ordinance, government regulation, injunction or court order, the School District's sole and exclusive remedy shall be limited to the termination of this Agreement, and in such event, the Village shall not be liable for any damages incurred by the School District as a result of the termination of this Agreement as to the Water Tower Property and/or the Tower. The School District represents to the Village that its Board of Education has taken all necessary formal actions to approve of this Agreement and that it has the full right to enter into and perform this Agreement and to install, operate and maintain the Facilities.

8. a. Licensee, at its expense, shall defend, indemnify and hold harmless the Village, the Bartlett Park District (which owns the parking lot adjacent to the Tower), and each of their respective officials, officers, employees, volunteers, successors and assigns (collectively, the "Indemnified Parties") from and against any cost, claim, action,

liability or damage of any kind, including, but not limited to, reasonable attorney's fees and court costs, arising from or caused by: (i) the conduct of the Licensee and the Licensee's Agents, or any of them, on the Water Tower Property, the Tower, and/or the Facilities and/or any business, activity, and/or use thereon, or any work or thing whatsoever done, or condition created in or about the Water Tower Property, the adjoining Bartlett Park District property, and/or the Tower during the Term of this Agreement by Licensee and Licensee's Agents, or any of them; (ii) any act, omission, wrongful act or negligence of Licensee and Licensee's Agents, or any of them, and/or any contractor, subcontractor of any tier, employee and/or agent thereof; (iii) any accident, injury or damage whatsoever occurring in or at the Water Tower Property or the adjoining parking lot on property owned by the Bartlett Park District attributable to the Facilities; (iv) interference with use and/or operation of the DuComm Facilities; and/or (v) property damage and/or bodily injury to or upon the Water Tower Property, the Tower, the DuComm Facilities, and/or the adjoining Bartlett Park District property attributable to acts and/or omissions of Licensee and Licensee's Agents, or any of them; except to the extent caused by the active negligence, willful, wanton or intentional acts of a party Indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Licensee shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses, including, but not limited to reasonable legal fees, incurred by reason of Licensee's breach of any of its obligations under, or Licensee's default of, any provision of this Agreement, except to the extent caused by the active negligence, willful, wanton or intentional acts of a party Indemnified hereunder.

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

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

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

9. Within ninety (90) days after the expiration or termination of this Agreement, the School District shall remove all of its Facilities from the Water Tower Property and

restore the Water Tower Property to, and yield up the Water Tower Property, the Tower, and all License Areas in at least as good a condition as existed prior to the Commencement Date, ordinary wear and tear excepted, including but not limited to the removal of the Facilities, including but not limited to, the equipment box, mounting frames, antennas, cables, wiring, and appurtenances installed by the School District or the Licensee's Agents (the "Restoration Work").

10. Except to the extent of the Village's obligation pursuant to this Agreement, the School District shall keep the Licensee's Facilities in good condition and repair in accordance with and shall otherwise comply in all respects with any and all applicable state, federal and municipal laws.

11. In the event the site or a portion of the site on which the Water Tower Property are located is sold, leased or otherwise conveyed by the Village, or in the event the Village determines that the Water Tower Property should be used by the Village or a third party with the permission of the Village for purposes inconsistent with the continued use of the Water Tower Property as a location for the installation, operation, maintenance and repair of the Facilities, the Village, after the initial term, may require the School District to relocate the Facilities at the School District's cost, to another water tower owned by the Village designated by the Village, provided that the School District shall not be required to relocate the Facilities to such alternate site unless such alternate site is acceptable to the School District in its reasonable discretion; however, if the Village and the School District cannot agree on an alternative site, then this Agreement shall terminate and the School District shall cease operations and shall remove the Facilities at the School District's expense, and in such event the parties shall have no further liability therefor. The Village shall give the School District not less than one hundred eighty (180) days written notice before the School District can be required to relocate the Facilities pursuant to this section. The Village agrees not to require the School District to relocate the Facilities to an alternative site pursuant to this Section 11 until at least five (5) years after the Commencement Date. Notwithstanding the provisions of this section 11, the Village may not require the School District to relocate its Facilities in order for the Village to lease or grant a license to a cellular provider for use of the Water Tower Property or a portion thereof, or the Tower.

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

13. Assignment and Subletting. The School District shall not assign or otherwise transfer all or any part of its interest in this Agreement without the prior written consent of the Village, which the Village may withhold in its sole discretion. The Village may assign and/or transfer its title in interest in this Agreement upon written notice to the School District, subject to the assignee and/or the transferee assuming all of the Village's obligations herein.

14. The Village waives any lien rights it may have concerning the Facilities which are deemed the School District's personal property and not fixtures, and the School District shall have the right to remove the same at any time without the Village's consent, provided that the School District provides the Village with not less than sixty (60) days advance written notice of such removal activities, and the School District shall remain liable for the Restoration Work and payment of all license fees required herein.

15. a. If (1) the School District shall be in default of the payment of the License Fee, and such default shall continue for twenty (20) days after written notice thereof is given to the School District, or (2) the School District shall default in the performance of any other of the School District's material obligations contained in this Agreement and such default shall continue, including but not limited to a default caused in whole or in part by any of the Licensee's Agents, for thirty (30) days after written notice thereof is given to the School District, then, in addition to any other remedies which may be available to the Village at law or in equity, upon five (5) days prior written notice to the School District, the Village may, if the Village so elects, terminate this Agreement.

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

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

16. The School District shall conduct its operations at the Water Tower Property including the Tower, and control its agents, employees, contractors, subcontractors, and invitees in such a manner so as not to create any nuisance or interfere with, annoy or disturb any use of the Water Tower Property by the Village or any other licensee, lessee, permitted user, occupant or invitee of the Village, including but not limited to DuComm. The School District shall comply with any and all applicable federal, state and local laws, rules, regulations and ordinances, including those of the Village pertaining to the Water Tower Property including the Tower as adopted from time to time.

17. a. The School District shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Water Tower Property or the adjoining Bartlett Park District property by the School District, except that the School District, or any of the Licensee's Agents, shall be permitted to use batteries for emergency power and other materials necessary for the installation and normal operation

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

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the state in which the Premises are located; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If the School District's activities or the activities of any of the Licensee's Agents violate any Environmental Laws, the School District shall cease such activities immediately upon notice from the Village, and the School District shall take all steps necessary to cause the Licensee's Agents, and each of them, to immediately cease such activities upon notice from the Village to the School District. The School District 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.

The School District represents, to the best of its knowledge, to the Village that the School District's use of the Water Tower Property, including the Tower, does not require the School District, or any of the Licensee's Agents, to obtain any permits or licenses from any governmental body responsible for monitoring or otherwise overseeing compliance with Environmental Laws. The School District further covenants to the Village that if any such permits or licenses for the School District's Permitted Uses are required in the future, the School District shall notify the Village immediately, obtain such permit or license within

such time limits allowed by law, and provide the Village with copies of the same within five (5) days of receipt of issuance.

b. The Village represents that, to the best of its actual knowledge, it has not caused any Hazardous Substances to be brought upon, kept, stored or used in or about the Water Tower Property. If the presence of Hazardous Substances existing prior to this Agreement on the Water Tower Property which were brought upon, kept, stored or used in or about the Water Tower Property by the Village, its employees, agents, contractors, or subcontractors, acting on behalf of and at the direction of the Village in violation of this Subsection 17.b. results in contamination of the Water Tower Property, the Village shall pay for all actual costs of clean up and shall indemnify, hold harmless and at Licensee's option, defend Licensee and its employees, affiliates and agents from and against any and all claims, demands, expenses, costs, fines, penalties and other liabilities, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about the Water Tower Property due to the Village's fault or the fault of the Village's employees, agents, contractors, or subcontractors, acting on behalf of and at the direction of the Village; provided, however, that this indemnification shall not apply to the extent Licensee, or any of its employees, agents, contractors, subcontractors, lessees, licensees or any of Licensee's Agents cause or contribute to any such environmental occurrence.

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

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

18. The School District shall procure and maintain for the duration of this Agreement and any extensions or renewals thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the School District's operation and use of the Water Tower Property including the Tower, and/or

installation, construction, alterations, and/or removal of the Facilities. The cost of such insurance shall be borne by the School District, and shall be in the following coverages and amounts (the "Minimum Insurance Requirements"):

a. Commercial General Liability Coverage covering the School District and including the Village and its officers, officials, employees, volunteers, and assigns, and the Bartlett Park District, and its officers, officials, employees and assigns, as an additional insured as their interest may appear (the "Additional Insured") as respects liability arising out of the Water Tower Property including the Tower, including premises, operations, independent contractors, products, completed operations, personal injury, advertising, injury and contractual liability, and/or arising out of activities performed by the School District or its employees. The School District agrees that in the event any of its authorized agents, contractors or subcontractors should: a) cease operation; b) exhaust its insurance limits due to previous claim payments; or c) have its insurance policies cancelled by its insurer, the School District will assume that agent, contractor or subcontractor's responsibility for outstanding insurance claims arising out of activities performed by such agent, contractor or subcontractor on the Water Tower Property. Said insurance coverage shall contain no special limitations on the scope of coverage afforded Additional Insured. Said insurance coverage shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the Village, except for claims attributable to the sole or active negligence, willful/wanton, or intentional misconduct of the Village, its officials, or employees, as respects the Village, its officers, officials, employees, volunteers and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers and agents shall be in excess of the School District's insurance and shall not contribute with it. The School District shall maintain limits of not less than \$3,000,000 combined single limit for any one occurrence for bodily injury, personal injury and property damage and \$5,000,000 general aggregate. Licensee shall also furnish the Village with a copy of the "Blanket Additional Insured Endorsement" including the Village, its officials, officers, employees, volunteers, and assigns as an additional insured. All insurance shall be from any insurance company or companies licensed, authorized or permitted to do business in Illinois with a policy holder's rating of at least an "A-" and a financial rating of at least "VII" in the latest edition of the Best Insurance Guide.

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

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

d. The School District shall, prior to the Commencement Date and prior to the installation of any of its Facilities, and from time to time at the Village's request during the Term, furnish to the Village certificates evidencing such coverage. Upon receipt

of notice of cancellation from its insurer, the School District shall provide the Village with thirty (30) days prior written notice of such cancellation.

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

f. Any contractor or subcontractor of Licensee performing any work upon the Water Tower Property, including but not limited to any construction, installation, improvements, maintenance, repairs, alteration, and/or removal and/or replacement of any Facilities ("Licensee's Agents") shall similarly maintain at their sole cost substantially the same insurance with substantially the same limits as required of the School District for its general contractor, but CGL limits for its subcontractor of not less than \$2,000,000 combined single limit and \$2,000,000 aggregate, including but not limited to furnishing the Village with the Additional Insured Endorsements required pursuant to Subsection 18.a. above.

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

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

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

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

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

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

23. The School District acknowledges that the Water Tower Property is currently exempt from all taxes, including, but not limited to, real estate taxes. In the event, however, (a) this License Agreement or the rights granted under this Agreement results in the full or partial loss of such exemption, or (b) the non-licensed portion of the Water Tower Property become subject to the assessment of real estate taxes and/or a tax on the leasehold and/or license interest as a result of this Agreement and/or the School District's use and/or operations of the Water Tower Property, then the School District agrees to pay the Village the amount of any such tax within thirty (30) days after receipt of an invoice therefore, but reserves the right to appeal such assessment, and/or apply for exemption in its own name or right, prior to the due date therefor for each tax year this Agreement remains in effect, including any and all extensions. In the event other non-municipal users install equipment on the premises resulting in any such tax assessment, the amount of any such tax shall be prorated between such users. The School District shall also pay any and all taxes on personal property and any sales, use, occupation, or similar taxes attributable to the School District's use and/or operation of the Water Tower Property to the extent not exempt from any such taxes.

24. a. Licensee shall operate the Water Tower Property in a manner that will not cause interference to the Village and other existing licensees of the site, including but not limited to DuComm. All operations by Licensee shall be in compliance with all Federal Communications ("FCC") requirements, including the operation of all equipment.

b. The Village shall have the right to install equipment that is in compliance with all FCC standards and regulations. In the event interference occurs, the Village agrees to take all reasonable steps necessary to eliminate such interference. The Village shall not be liable for any interference caused by DuComm, including that caused by any new or modified equipment that DuComm installs in accordance with its rights to alter, maintain, modify, repair or replace its existing equipment under the DuComm Memorandum of Understanding. The parties agree that the School District's remedies for such interference shall include, but are not limited to, specific performance and/or injunctive relief in order to enforce the provisions of this subsection.

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

d. The School District understands that the Village has granted a non-exclusive license or right to DuComm for use of space on the Tower and near the base of the Tower for the installation, maintenance, operation, and replacement of DuComm's radio communication facilities pursuant to a Memorandum of Understanding between the Village and DuComm, a copy of which has been furnished to the School District and which is referred to herein as the "DuComm MOU". Operation and/or use of the Facilities by the School District which causes unreasonable interference with DuComm's Facilities which the School District fails to promptly eliminate, shall be a material breach of this Agreement. The School District to the fullest extent permitted by law, shall defend, indemnify and hold harmless the Village, and its officials, officers, employees, agents, invitees, licensees, lessees, and contractors from and against any claim, cost, action, liability or damage of any kind arising from (i) the School District's use and/or operation of the Water Tower Property including the Tower, and/or Facilities and/or acts and/or omissions of or on behalf of the School District, its employees, contractors, subcontractors, or agents, which causes interference with DuComm's operations and/or DuComm's Facilities; and or (ii) otherwise causes the Village to be in breach or default of its obligations under the DuComm MOU, except to the extent such claim, cost, action, liability or damage may be caused by the negligence or willful misconduct of the Village its officials, officers, employees, agents, invitees, licensees, lessees, and contractors. The parties agree that the Village's remedies shall include, but are not limited to, specific performance and/or injunctive relief in order to enforce the provisions of this subsection.

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

performed in the presence of the defaulting party. If it elects in its sole discretion to perform such work, the non-defaulting party may, but shall not be required to, make any payment of money or perform any other act. All actual and reasonable sums paid by the non-defaulting party, and all incidental costs and expenses, shall be due and owing from the defaulting party to the non-defaulting party within thirty (30) days after receipt of an invoice therefore, together with interest from the date of demand to the date of payment at the rate of 10% per annum or the highest rate permitted by applicable law. Notwithstanding the above, the non-defaulting party shall allow the defaulting party thirty (30) days to perform said obligation(s) prior to having said work performed on its behalf, unless the performance of said work is necessary to protect the health and/or safety of person(s) and/or to avoid damage to property, in which case the non-defaulting party may perform or cause to be performed such work immediately, and shall provide notice to the defaulting party as provided above to the extent practical under the circumstances.

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

27. In the event the Village determines that it is in its best interests to raze the Tower, to re-paint the Tower, or otherwise perform repairs or maintenance work on the Tower, the Village shall give Licensee 180 days prior written notice of its intention to raze the Tower, re-paint the Tower or perform such other maintenance work, in which event the School District shall remove its facilities and other personal property affixed to the Tower from the Tower if the Licensee determines that any of the Licensee's Facilities cannot be suitably covered and masked by the Licensee to protect them during the sandblasting, sanding, resurfacing and painting process, in which event and the Village shall permit Licensee use of temporary cellular facilities including a cellular-on-wheels facility, direct-bury monopole, ballast tower or similar installation at Licensee's sole cost and expense, during the time it takes for the Village to complete the painting, repair or maintenance work to the Tower, upon the Water Tower Property if feasible; otherwise, provided that the location for such temporary facility is reasonably acceptable to Licensee, and subject to the approval of the Village Engineer and the Director of Public Works. Within ninety (90) days after notice from the Village of completion of said painting, repair or maintenance work, Licensee may remount and reconnect the Antennas that were temporarily removed from the Tower in the same location, all at the Licensees sole cost, except that during the time of such temporary relocation no annual license fee shall be due from Licensee. The Village agrees that after the Commencement Date, it will not repaint the Tower more than once every 7 years during the term or any extended term of this Agreement.

28. This Agreement may be terminated without further liability as follows: (i) in accordance with sections 6 and/or 15 of this Agreement; or (ii) by Licensee for any reason or for no reason, provided Licensee delivers written notice of early termination to the Village no later than thirty (30) days prior to the Commencement Date; or (iii) by Licensee at any time to be effective as of the next annual anniversary of the Commencement Date provided Licensee delivers written notice of early termination to the Village at least nine

(9) months prior to the end of the then current license year; or (iv) by Licensee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Facilities, provided that Licensee shall use its best efforts to obtain and maintain said licenses, permits and other necessary approvals; or (iv) by Licensee if Licensee is unable to occupy and utilize the Water Tower Property due to an action of the FCC, including, without limitation, a take back of channels or change in frequencies. Nothing in this Section shall be construed as relieving Licensee of its obligation to perform the Restoration Work in accordance with Section 9 of this Agreement.

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

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

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

b. Notice shall be given to the following:

If to the School District: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With required copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Village: Village of Bartlett  
228 South Main Street  
Bartlett, Illinois, 60103  
Attn: Paula Schumacher, Village Administrator

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

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

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

31. Within thirty (30) days after completion of the construction of the Facilities, Licensee shall test the radio frequency ("RF") emissions and the electromagnetic field ("EMF") emissions to determine whether the RF and/or EMF emissions exceed any federal, state, and/or local limits and/or standards relative to same ("Allowable Emissions"). Licensee shall furnish said test results to Licensor documenting the Facilities in compliance with the Allowable Emissions. In the event, the RF and/or EMF omissions exceed the applicable Allowable Emissions, Licensee, at its sole cost, shall cause the Facilities to comply with the Allowable Emissions and shall furnish additional test results to Licensor documenting the Facilities in compliance with the Allowable Emissions within forty-five (45) days of the construction of the Facilities (the "Emissions Reduction Work").

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

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

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

b. 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.

c. 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.

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

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

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

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

(ii) Exhibit B – Engineering Plans

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

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

i. 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.

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

**[SIGNATURE PAGE FOLLOWS]**

BOARD OF EDUCATION OF  
SCHOOL DISTRICT U-46

VILLAGE OF BARTLETT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its President

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

Attest:

Attest:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary

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

## EXHIBIT A

### LEGAL DESCRIPTION OF THE WATER TOWER PROPERTY

A 55.75 ft by 55.75 ft parcel in the Villa Olivia Golf Course Property in the west  $\frac{1}{2}$  of the northwest  $\frac{1}{4}$  of Section 28 located in Cook County and identified as permanent index number: 06-28-100-013.









# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Dan Dinges, Director of Public Works  
**Subject:** **Sale of Village Owned Surplus Property**  
**Date:** March 30, 2020

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The Public Works Department, along with the other departments, wish to dispose of surplus items and personal property of the Village through internet auction.

The surplus vehicles and property are to be auctioned by Obenauf Auction Services. As part of their service, Obenauf identifies potential bidders who may be interested in the type of vehicles and equipment the departments wish to sell. The Village has utilized Obenauf in prior years and the service they provide has proven to be a very effective method for disposal of the Village's surplus property.

Attached is an ordinance authorizing the sale of surplus property through Obenauf Auction Services as well as a list of all surplus property to be sold.

## MOTION

**MOTION TO APPROVE ORDINANCE # 2020-\_\_\_\_, AN ORDINANCE  
AUTHORIZING THE SALE BY INTERNET AUCTION OF SURPLUS PROPERTY OWNED  
BY THE VILLAGE OF BARTLETT**

ORDINANCE 2020-\_\_\_\_

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

---

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

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

**WHEREAS**, staff has recommended that the Corporate Authorities authorize the sale of the used vehicles and equipment described on Attachment A, a copy of which is attached hereto and incorporated herein (the "Surplus Vehicles and Equipment"), as it is no longer necessary or useful or for the best interest of the Village, through the Obenauf Auction Service Incorporated on-line auction site to the respective highest bidders bidding on the purchase of the Surplus Vehicles & Equipment;

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

**SECTION ONE:** Pursuant to Section 11-76-4 of the Illinois Municipal Code, the President and Board of Trustees of the Village (the "Board") hereby find and

declare that the Vehicles and Equipment, defined in the recitals herein and listed on Exhibit A is no longer necessary or useful to or for the best interest of the Village.

**SECTION TWO:** Pursuant to said Section 11-76-4 and the Village's home rule authority, the Board authorizes the Village Administrator, or her designee, Daniel Dinges, to sell the Surplus Vehicles and Equipment through the Obenauf Auction Services Incorporated on-line auction site to the respective highest bidders.

**SECTION THREE:** The Village Administrator and the Assistant Village Administrator, or either of them, are each hereby authorized and directed to sign vehicle titles and such other documents as may be necessary to transfer ownership of the Surplus Vehicles and Equipment as provided herein upon receipt of the proceeds of the sale.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED: March 24, 2020**

**APPROVED: March 24, 2020**

\_\_\_\_\_  
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 2020- \_\_\_\_\_ enacted on March 24, 2020, and approved on March 24, 2020, as the same appears from the official records of the Village of Bartlett.

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

Village of Bartlett  
 Ordinance # 20- \_\_\_\_\_  
 Attachment "A": Surplus Vehicles, Motorized Equipment and  
 Other Property List

<b>Serial / VIN</b>	<b>Yr</b>	<b>Make</b>	<b>Model / Description</b>	<b>Equipment Number</b>
201621	2016	Le Blanc	Double Cone 30' Christmas Tree	
201621	2016	Le Blanc	Double Cone 30' Christmas Tree	
1904		Eagle	4 Gallon Fire Cabinet	
	2007	Bobcat	48" Walk Behind Mower	07-E028
	2007	Bobcat	48" Walk Behind Mower	07-E027
MPB90	1995	Sulair	Jack Hammer	
		Western	8' Skid Steer Snow Plow	
1FDKE30M6NHA09496	1992	Ford F-350	Ambulance	92-100
1FTBF3A66CEA66622	2012	Ford F-350	F-350 Service Truck	12-214
			Wood Chip Collection Box	
	1994	Rhino	Pneumatic Post Driver	
	2006	Toro	Snow Blower	06-E081
		Epoke	Salt Spreader	09-E026
		Blastmaster	Sand Blaster	97-E035
			Vintage Steel Embossed "Stop Ahead" Sign	
		Maglin	Trash & Recycling Receptacles (x3)	

Village of Bartlett  
Ordinance # 20- \_\_\_\_\_  
Attachment "A": Surplus Vehicles, Motorized Equipment and  
Other Property List

	1994	Ransomes	Leaf Blower	94-E033
3FADP0L30AR183961	2010	Ford	Fusion	
1333		Stanley	Hydraulic Generator	
1411-18		Warner Electric	Lot of 3 Electric Clutch	
			Lot of Snow Plow Lights	
299921424	2014	Stihl	HT-131 Power Pruner	
505823662	2016	Stihl	HT-313 Power Pruner	16-E050
000113	2017	Ariens	926062 Power Brush 36"	17-E105
		Clarín	Stackable Chairs (x5)	
		Curor	Portable Space Heater	
		Master	Setable Combination (x12)	
		Master	Combination Locks (x7)	
		BFCO	10lb Iron Weight Plates (x12)	
		BFCO	5lb Iron Weight Plates (x11)	
		Body Solid	Squat Rack	
1087480		Sony	Hi-8 Camcorder	
		Kodak	Ektagraphic Slide Tray	

Village of Bartlett  
 Ordinance # 20- \_\_\_\_\_  
 Attachment "A": Surplus Vehicles, Motorized Equipment and  
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		Sony	Blu-Ray Disc Player	
82012470		Acer	Computer Speakers	
			Video/Audio Amp Splitter	
			Mouton Winter hats (x21)	
			Leather Winter Jackets (x21)	
			Coat Rack	
		Milliken	Carpet Squares (x33)	
		Ecworx	Carpet Squares (x35)	
			Table/Desk on wheels (x2)	
			Oak Display Case (x2)	
			Dowel Rod Bin Holder (x2)	
2KDCF311347(8)		Jotto	Desk: Kodiak Mobile KDCF311 Rev B (x2)	
		Chargeguard	Automatic Timer Switch CG12D	
G-4602/G-06130		Decatur	Radar Genesis 1 Remote & Antenna	
		Iron Cross Automotive	Steel Tube Step	
FB0011708		L 3 Communications	Dash Camera	
		Honeywell	Air Purifier HPA 300	

Village of Bartlett  
 Ordinance # 20- \_\_\_\_\_  
 Attachment "A": Surplus Vehicles, Motorized Equipment and  
 Other Property List

		Blazing Technologies	Speed Trailer	
		Homemade	Trailer	
		Dell	Dell Optiplex 990	FRL0VR1
		Dell	Dell Optiplex 990	FRP3VR1
		Dell	Dell Optiplex 7010	J98SCZ1
		Dell	Dell Optiplex 7010	J96SCZ1
		Dell	Dell Optiplex 7010	J92QCZ1
		Dell	Dell Optiplex 7020	25G5B42
		Dell	Dell Optiplex 7020	25F3B42
		Dell	Dell Optiplex 7020	25G3B42
		Dell	Dell Optiplex 7020	25H5B42
		Dell	Dell Optiplex 7020	25F2B42
		Dell	Dell Optiplex 7020	25GW942
		Dell	Dell Optiplex 7020	25FX942
		Dell	Dell Optiplex 7020	25H2B42
		Dell	Dell Optiplex 7020	25FY942
		Dell	Dell Optiplex 7020	25H1B42

Village of Bartlett  
 Ordinance # 20- \_\_\_\_\_  
 Attachment "A": Surplus Vehicles, Motorized Equipment and  
 Other Property List

		Dell	Dell Optiplex 7020	25F4B42
		Dell	Dell Optiplex 7020	25G1B42
		Dell	Dell Optiplex 7020	25H4B42
		Dell	Dell Optiplex 7020	25G0B42
		Dell	Dell Optiplex 7020	25G2B42
		Dell	Dell Optiplex 7020	25G4B42
		Dell	Dell Optiplex 7020	25DX942
		Dell	Dell Optiplex 7020	25DY942
		Dell	Dell Optiplex 7020	25FW942
		Dell	Dell Optiplex 7020	25DZ942
		Dell	Dell Optiplex 7020	25F0B42
		Dell	Dell Optiplex 7020	25D4B42
		Dell	Dell Compaq 8710p	CND821PRPV
		Dell	Dell Compaq 8710p	CND821PPB6
		Dell	Dell Compaq 8710p	CND821PRK7
		Fortigate	Fortigate 100D	FG100D3G15805550
		Fortigate	Fortigate 100D	FG100D3G15805634

Village of Bartlett  
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 Attachment "A": Surplus Vehicles, Motorized Equipment and  
 Other Property List

		Fortigate	Fortigate 100D	FG100D3G12800634
		Fortigate	Fortigate 100D	FG100D3G12804198
		Fortigate	Fortigate 600C	FG600C3914801209
		Fortigate	Fortigate 600C	FG600C3914802245
		Panasonic	Panasonic Projector PT-D5500U	SH5629079
		EnGenius	EnGenius EGS5212FP	161266100
		Nice	Nice NC-2000	43327701
		PowerEdge	PowerEdge 2950	9C8XNH1
		PowerEdge	PowerEdge R510	DL9YRR1
		PowerEdge	PowerEdge T610	940N6S1
		PowerEdge	PowerEdge 850	1C2MR91
		XPS	XPS 15 L521X	G4SFZW1
		Microsoft	Microsoft Surface	047271742853
		Microsoft	Microsoft Surface	002631243253
		HP	HP Compaq nx9420	CND7200XH2
		HP	HP Compaq 8710P	CND821PRPV
		HP	HP Compaq 8710P	CND821PPB6

Village of Bartlett  
Ordinance # 20- \_\_\_\_\_  
Attachment "A": Surplus Vehicles, Motorized Equipment and  
Other Property List

		HP	HP Compaq 8710P	CND821PRK7
		Inspiron	Inspiron 17R N7110	8CFG3S1
		Latitude	Latitude E5550/5550	7ZHRM32