

2020-2021 Proposed Budget Public Hearing – 7:00 p.m.

VILLAGE OF BARTLETT
BOARD AGENDA
APRIL 7, 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 Minutes – March 24, 2020
- *6. BILL LIST: April 7, 2020
7. TREASURER'S REPORT: None
8. PRESIDENT'S REPORT: None
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. Ordinance Approving a Third Amended Site/PUD Plan and Granting Amendments to the Special Use Permits for 2300 Graham Street in the Bluff City Industrial Park
- *2. Ordinance Granting a Corner Side Yard Variation for 102 Oakwood Lane

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

1. None

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

- *1. Resolution Adopting the Village of Bartlett Budget for Fiscal Year 2020/2021

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN REINKE

1. None

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARONARO

1. None

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

- *1. Resolution Approving of the Agreement Between the Village of Bartlett and Denler, Inc. for the 2020 Crack Sealing Project
- *2. Resolution Approving of the Agreement Between the Village of Bartlett and Brothers Asphalt Paving, Inc. for the 2020 Various Streets Project
- *3. Resolution Approving of the Agreement Between the Village of Bartlett and Globe Construction Inc. for the 2020 Concrete Replacement Project
- *4. Resolution Approving of 2020 Water Main Replacement Agreement Between the Village of Bartlett and Gerardi Sewer & Water Co.
- *5. Resolution Approving of the Intergovernmental Agreement Between the Village of Bartlett and the Chicago Metropolitan Agency for Planning to Develop a Multi-Jurisdictional Bicycle and Pedestrian Plan
- *6. Resolution Approving an Intergovernmental Agreement Between the City of Elgin and the Village of Bartlett for the Setting and Sharing of Costs for the Resurfacing of Lambert Lane in Both Municipalities

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

PUBLIC NOTICE

A Public Hearing to review the fiscal year May 1, 2020 through April 30, 2021 Budget for the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, will be held at 7:00 P.M. on Tuesday, April 7, 2020 in the Council Chambers of the Bartlett Municipal Complex, 228 S. Main Street, Bartlett, Illinois. A copy of the Proposed Budget is available for public inspection at the Clerk's Office.

All interested parties are invited to attend and will be given an opportunity to be heard. If an accommodation for an individual with a disability is necessary, please contact Paula Schumacher, Village Administrator (630) 837-0800. Todd Dowden, Finance Director Published in Daily Herald March 18, 2020 (4542720)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

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

County(ies) of Cook, DuPage, Kane, Lake, McHenry and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 03/18/2020 in said DAILY HERALD.

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

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY *Paula Schumacher*
Authorized Agent

Control # 4542720



VILLAGE OF BARTLETT
BOARD MINUTES
March 24, 2020

1. CALL TO ORDER

President Wallace called the regular meeting of March 24, 2020 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

PRESENT: Trustees Camerer, 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, Head Golf Professional Phil Lenz, Grounds Superintendent Kevin DeRoo, Food & Beverage Manager Paul Petersen, Police Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. PLEDGE OF ALLEGIANCE

4. 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.

There were no additions or subtractions to the Consent Agenda.

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



**VILLAGE OF BARTLETT
BOARD MINUTES
March 24, 2020**

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

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

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

5. MINUTES – Covered and approved under the Consent Agenda.

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

7. TREASURER'S REPORT

Finance Director Todd Dowden stated that this was the January, 2020 Treasurer's Report. He then presented the Municipal Sales Tax Report through November 2019, and stated that it totaled \$243,184 and was up \$21,900 from the previous month last year (almost 10%). Motor Fuel Tax distribution through December 2019 totaled \$180,890, of that \$122,000 was the old MFT tax and \$58,265 is the new transportation renewal fund.

8. PRESIDENT'S REPORT

President Wallace presented Ordinance 2020-21, 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.

Trustee Deyne moved to approve Ordinance 2020-21, 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 and that motion was seconded by Trustee Carbonaro.

ROLL CALL VOTE TO APPROVE ORDINANCE 2020-21

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



VILLAGE OF BARTLETT
BOARD MINUTES
March 24, 2020

9. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Reinke asked how the staff was doing and if they knew how appreciative the Board is with their efforts to keep the village moving, the water going and the police on the streets.

Village Administrator Paula Schumacher stated that the staff does know and are feeling appreciated. The police department is concerned with having the masks, gloves and protective equipment that they need to work in the field. The local Jewel, Walmart in Elk Grove Village and Dr. Durango's office have all dropped off supplies for the police department. A lot of the responses on social media have been very responsive. She stated that the staff has been focused on delivering services in the safest way possible to the residents and keeping the municipal staff safe and within guidelines. The departments remain open and continue to provide services in lots of creative ways. They have maximized the employees that can work from home and those that cannot are working on skeleton crews that rotate throughout the week/day so we have coverage for functions that cannot be performed remotely. We are practicing social distancing for those at Village Hall, police department, public works and golf. All the departments have phones so they can answer questions that the public may have. They are doing daily updates on social media as well as the website. Today they launched a special page for businesses related to the pandemic with information and resources all in one place. The police department had an experiment with doing role call using the telephone capabilities in the squad cars. All staff meetings are done remotely through Zoom. Planning and Development Services have done Zoom calls with developers. They continue plan review and issuing permits and inspections in the safest manner possible. With businesses that have not been identified as essential (closed), the police department has been doing extra patrol and business watches to make sure they are secure. Residents will see public works trucks in the neighborhoods as they are responding to specific calls or checking different facilities. The sweeper will be out and they have extended the deadline for business license and liquor license renewals to June 1st. They are not doing water shut-offs and will not be charging late fees through April. They have spent a lot of time on conference calls sharing information. She has been very grateful for the management team, IT staff and the frontline staff for their hard work, flexibility, creativity and innovation.

Trustee Carbonaro stated that whether you are at work or not, you are still an essential worker. He has added people that he knows personally or those that he knows from the village to his prayer list because they are out there and putting themselves in extreme danger. Please be well, everyone.

Trustee Gabrenya wanted to applaud the village since she has an interesting perspective being married to the fire chief. She applauded the village, fire, park district and township. She has seen from a different perspective how all of them have been working together. The average resident would not know this and that is why she is sharing it. You all have



VILLAGE OF BARTLETT
BOARD MINUTES
March 24, 2020

many conversations about best practices and what you can do to support the residents, but you have all had conversations on how to support one another. She thinks that is tremendous and in terms of governmental relations, it is so beneficial to take care of our community and truly the definition of community. She applauded Paula and Chief Ullrich who is staying involved in those inter-governmental meetings. She is very impressed how well they work together.

President Wallace stated that he has talked to Paula many evenings after hours and really appreciated her and the staff's efforts.

10. TOWN HALL

Terry Witt, 471 S. Western Ave *[Read by Village Clerk Lorna Gilles]*

The Chicago Metropolitan Agency for Planning has sent the village an IGA proposal for a Bike Plan that has been sent to members of the bike committee individually since they have not been able to meet. His hope is they return a positive recommendation and that you direct the staff to prepare an acceptance agreement for a bike plan. Accepting now would give professional planners an opportunity to complete preliminary work that will be necessary for when public meetings can begin.

Riding a bike is fun. His neighbors have bikes in their garages. Some say they would ride but they are afraid to be hit by a car. He does not always get three feet from cars but drivers will tell him they are afraid they will hit him. A bike plan will get more of us out enjoying our families safely on bicycles.

Also, the downtown is developing a welcoming entertainment district between Western Ave and Main Street. He would like to suggest now moving the commuter parking at Western-Bartlett Ave to Site E across from the Metra. The entertainment district has made the Western Bartlett site more attractive than Site E as the apartment complex recommended in the TOD plan. It would foster finally making one metra station by paving over Site E and even building an ADA pedestrian tunnel connecting the parking lots. It could also bring us closer to becoming a Bicycle Friendly Community.

Thank you for your time. Hope everyone gets out to take walks and rides as the currently recommended exercise.

11. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.



**VILLAGE OF BARTLETT
BOARD MINUTES
March 24, 2020**

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

Trustee Gabrenya stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Resolution 2020-23-R, a Resolution Approving of the Janitorial Services Agreement Between the Village of Bartlett and Multisystem Management System; Resolution 2020-24-R, 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 were covered and approved under the Consent Agenda.

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 presented Resolution 2020-22-R Approving of the Second Amendment to Sewer Service Agreement with Bartlett, IL.

Trustee Camerer moved to approve Resolution 2020-22-R, a Resolution Approving of the Second Amendment to Sewer Service Agreement with Bartlett, IL and that motion was seconded by Trustee Deyne.

Public Works Director Dan Dinges stated that this is a revision to Resolution 2020-10-R, approved in January, 2020. Unfortunately, he inadvertently had the incorrect version of the Amendment. Basically, what this Amendment does is extend the restrictor in one of the manholes that diverts any excess flow down to us. MWRD allowed them to remove this restrictor and it was due to be put back in earlier this year. Based on our discussions and change of plans, they have extended leaving the restrictor out until January 1, 2023.

ROLL CALL VOTE TO APPROVE RESOLUTION 2020-22-R

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



VILLAGE OF BARTLETT
BOARD MINUTES
March 24, 2020

Trustee Camerer stated that Resolution 2020-25-R, a Resolution Approving of the Non-Exclusive License Agreement Between the Village of Bartlett and the Board of Education of School District U-46 and Ordinance 2020-26, an Ordinance Authorizing the Sale by Internet Auction of Surplus Personal Property Owned by the Village of Bartlett were covered and approved under the Consent Agenda.

12. NEW BUSINESS - None

13. QUESTION/ANSWER PRESIDENT & TRUSTEES

Trustee Hopkins asked if More Brewing had reached out to staff recently.

Assistant Village Administrator Scott Skrycki stated that he speaks to them almost every day. They apologized and indicated that their timeline would be delayed. We appreciated the correspondence and wished them luck.

Trustee Gabrenya stated that the topic of More Brewing is brought up frequently on social media. She encouraged More Brewing to do something on social media to show that they are still moving forward.

Mr. Skrycki stated that they have been talking to them about this and they do have some ideas. He hopes to close on the property with them beforehand. It is in the pipeline and he will share with the Board when it comes to fruition.

Trustee Hopkins asked staff to review the Bike Plan idea that Terry Witt submitted and see if it is something feasible or possible. He asked staff for an outline on how it would work.

14. ADJOURN TO COMMITTEE OF THE WHOLE MEETING

President Wallace stated that the Board will be going into the Committee of the Whole meeting and then into Executive Session to Discuss Collective Negotiation Matters Pursuant to Section 2(c)2 of the Open Meetings Act and also to Discuss Sale of Village Owned Property Pursuant to Section 2(c)6 of the Open Meetings Act immediately following the close of this meeting.

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



VILLAGE OF BARTLETT
BOARD MINUTES
March 24, 2020

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:31 p.m.

Lorna Giles
Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/7/2020

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - APRIL 2020	310,953.06
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - APRIL 2020	15,227.43
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - APRIL 2020	116.50
** 1 FIDELITY SECURITY LIFE	MONTHLY INSURANCE - APRIL 2020	1,063.84
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES - 04/20	828.40
INVOICES TOTAL:		328,189.23

1100-VILLAGE BOARD/ADMINISTRATION

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CITYTECH USA INC	ANNUAL MEMBERSHIP	390.00
INVOICES TOTAL:		390.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	62.00
INVOICES TOTAL:		62.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ARTS IN BARTLETT	SISTER CITY EVENT	250.00
INVOICES TOTAL:		250.00

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PAM ROHLER	REFRESHMENTS/QUILT PRESENTATION	99.18
INVOICES TOTAL:		99.18

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	2,887.50
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	22,500.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	975.00
INVOICES TOTAL:		27,287.50

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GEWALT HAMILTON ASSOCIATES INC	TRAFFIC ENGINEERING SERVICES	432.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/7/2020

1 HAMPTON LENZINI AND RENWICK INC	EASTPOINTE SUBDIVISION REVIEW	3,773.75
	<u>INVOICES TOTAL:</u>	<u>4,205.75</u>

546900-CONTINGENCIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHRISTOPHER B BURKE ENG LTD	SPAULDING ROAD QUIET ZONE	3,960.54
1 METRA	SPAULDING ROAD QUIET ZONE	1,864.13
	<u>INVOICES TOTAL:</u>	<u>5,824.67</u>

1400-FINANCE

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CENTURY PRINT & GRAPHICS	TRANSFER TAX LABELS	248.75
1 CREEKSIDE PRINTING	BUSINESS LICENSES	152.00
1 CREEKSIDE PRINTING	LIQUOR LICENSES	129.00
1 WAREHOUSE DIRECT	PAPER TOWELS/SOAP/SUPPLIES	126.21
1 WAREHOUSE DIRECT	PAPER/RECEIPT BOOK	28.01
1 WAREHOUSE DIRECT	STAMP	24.67
1 WAREHOUSE DIRECT	TONER	128.43
	<u>INVOICES TOTAL:</u>	<u>837.07</u>

532300-POSTAGE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	20.30
1 FEDERAL EXPRESS CORP	MISC. PICKUP FEES	17.90
	<u>INVOICES TOTAL:</u>	<u>38.20</u>

546900-CONTINGENCIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMMONWEALTH EDISON CO	TOWN CENTER POWER LINES	64,600.35
	<u>INVOICES TOTAL:</u>	<u>64,600.35</u>

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	40.62
	<u>INVOICES TOTAL:</u>	<u>40.62</u>

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FOXIT SOFTWARE INC	FOXIT PHANTOMPDF LICENSES	531.87
	<u>INVOICES TOTAL:</u>	<u>531.87</u>

532000-AUTOMOTIVE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
---------------	----------------------------	-----------------------

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/7/2020**

**	1 WEX BANK	FUEL PURCHASES	83.85
			<u>INVOICES TOTAL: 83.85</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERNATIONAL CODE COUNCIL INC	ANNUAL MEMBERSHIP DUES	55.00
		<u>INVOICES TOTAL: 55.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PLANNING ASSOCIATION	ASSOCIATE PLANNER JOB POSTING	100.00
		<u>INVOICES TOTAL: 100.00</u>

1600-BUILDING

523010-ELEVATOR INSPECTIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR INSPECTION	41.00
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR INSPECTIONS	82.00
		<u>INVOICES TOTAL: 123.00</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	32.42
		<u>INVOICES TOTAL: 32.42</u>

526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	2,740.00
		<u>INVOICES TOTAL: 2,740.00</u>

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERNATIONAL CODE COUNCIL INC	CODE BOOKS	140.00
		<u>INVOICES TOTAL: 140.00</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	214.19
		<u>INVOICES TOTAL: 214.19</u>

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	136.57

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/7/2020

INVOICES TOTAL: 136.57

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	REPLACEMENT BATTERY	61.12
1 ELGIN KEY & LOCK CO INC	KEYS	91.20
1 HAWK FORD OF ST CHARLES	CREDIT - PRICE ADJUSTMENT	-302.59
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	384.66
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	154.32
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	385.24
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	22.61
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	20.00
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	323.45
1 MR CAR WASH	FEBRUARY 2020 CAR WASHES	131.56
<u>INVOICES TOTAL:</u>		<u>1,291.52</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	CLOROX WIPES	150.84
1 CORRECT DIGITAL DISPLAYS INC	ALL GENDER RESTROOM SIGNS	220.00
1 THE FINER LINE INC	SERVICE AWARDS	563.00
1 THE FINER LINE INC	ENGRAVING/PERPETUAL PLAQUES	51.80
1 MICHAEL KMIECIK	K9 FOOD FOR LUTHER	104.95
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	55.47
1 P.F. PETTIBONE & CO	SERVICE BARS/CHEVRONS	201.80
1 STREICHER'S INC	MEDALS	64.35
1 ULINE	NITRILE GLOVES/SUPPLIES	698.33
1 WAREHOUSE DIRECT	FOLDERS/SUPPLIES	80.42
1 WAREHOUSE DIRECT	STYROFOAM CUPS/MARKERS	82.66
1 WAREHOUSE DIRECT	INK CARTRIDGE	74.47
1 WAREHOUSE DIRECT	TONER	151.77
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	111.29
<u>INVOICES TOTAL:</u>		<u>2,611.15</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 P.F. PETTIBONE & CO	SERVICE BARS/CHEVRONS	100.00
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	320.81
1 RAY O'HERRON CO INC	UNIFORM APPAREL	143.81
1 STREICHER'S INC	UNIFORM ACCESSORIES	305.80
<u>INVOICES TOTAL:</u>		<u>870.42</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	7,758.16

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/7/2020**

INVOICES TOTAL: 7,758.16

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STATE GRAPHICS	BUSINESS CARDS	49.80
1 STATE GRAPHICS	ENVELOPES	678.54
1 WAREHOUSE DIRECT	FOLDERS/SUPPLIES	209.46
1 WAREHOUSE DIRECT	STYROFOAM CUPS/MARKERS	10.14
1 WAREHOUSE DIRECT	STENO BOOKS/DUST CLEANER	48.12
<u>INVOICES TOTAL:</u>		<u>996.06</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDCO SYSTEMS	MAN-DOWN ALERT BELT CLIPS	41.97
<u>INVOICES TOTAL:</u>		<u>41.97</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALICE TRAINING INSTITUTE LLC	INSTRUCTOR CERTIFICATION TRAINING	695.00
1 KATHRYN R JUZWIN	CONSULTING SERVICES	3,750.00
1 MAJOR CASE ASSISTANCE TEAM	AWARDS BANQUET FEES	100.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	125.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	125.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	35.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	400.00
1 NORTHWESTERN UNIVERSITY	STAFF COMMAND GRADUATION	44.00
1 KYLE RYBASKI	TRAINING EXPENSES	54.90
<u>INVOICES TOTAL:</u>		<u>5,328.90</u>

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	258.00
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	86.00
1 THE SHERWIN-WILLIAMS CO	SAFETY SUPPLIES	163.13
<u>INVOICES TOTAL:</u>		<u>507.13</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTL ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/W NAYDENOFF	190.00
1 INTL ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/M MCGUIGAN	190.00
1 INTL ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/P ULLRICH	190.00
1 INTL ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/J DURBIN	190.00
<u>INVOICES TOTAL:</u>		<u>760.00</u>

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INDUSTRIAL ORGANIZATIONAL SOLUTIONS I	ORAL INTERVIEW DEVELOPMENT	3,620.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/7/2020

1 STEPHEN A LASER ASSOCIATES	POLICE OFFICER ASSESSMENT	550.00
	<u>INVOICES TOTAL:</u>	<u>4,170.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CREATIVE SERVICES OF NEW ENGLAND	K9 STICKERS	254.95
1 FOREMOST PROMOTIONS	CELL PHONE WALLETS	510.00
1 NATIONAL PEN CO	POLICE GIVE AWAYS	1,113.95
	<u>INVOICES TOTAL:</u>	<u>1,878.90</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ULTRA STROBE COMMUNICATIONS INC	FORD UTILITY CARGO DRAWERS	4,330.00
	<u>INVOICES TOTAL:</u>	<u>4,330.00</u>

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALTORFER INDUSTRIES INC	WHEEL LOADER RENTAL	4,322.50
	<u>INVOICES TOTAL:</u>	<u>4,322.50</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	23.78
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	122.07
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	14.09
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	966.89
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	63.90
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	6,354.48
	<u>INVOICES TOTAL:</u>	<u>7,545.21</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	69.80
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	661.98
1 CHAMPION FRAME-ALIGN INC	VEHICLE MAINTENANCE	309.00
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	2,077.80
1 HIGH PSI LTD	VEHICLE MAINTENANCE	224.50
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	125.00
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	421.02
1 POMP'S TIRE SERVICE INC	FLAT TIRE REPAIRS	461.50
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	277.72
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENT	324.16
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENT	180.67
1 SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	381.89

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/7/2020**

INVOICES TOTAL: 5,515.04

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
<u>INVOICES TOTAL:</u>		<u>150.00</u>

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL REPAIRS	2,340.91
<u>INVOICES TOTAL:</u>		<u>2,340.91</u>

527112-SERVICE TO MAINTAIN STR LIGHTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMUND & NELSON CO	UNDERGROUND FAULT REPAIRS	2,087.50
1 ELMUND & NELSON CO	STREET LIGHT FIXTURE REPLACEMENT	397.00
<u>INVOICES TOTAL:</u>		<u>2,484.50</u>

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOMER INDUSTRIES LLC	WOODCHIP REMOVAL SERVICES	3,000.00
<u>INVOICES TOTAL:</u>		<u>3,000.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	180.53
1 ARLINGTON POWER EQUIPMENT INC	CHAIN LOOP	18.52
1 ARLINGTON POWER EQUIPMENT INC	CHAIN LOOPS	55.56
1 ARLINGTON POWER EQUIPMENT INC	GLOVES	188.24
1 ARLINGTON POWER EQUIPMENT INC	GLOVES	94.12
1 FASTENAL COMPANY	MATERIALS & SUPPLIES	128.34
1 FASTENAL COMPANY	MATERIALS & SUPPLIES	62.62
1 GRAINGER	MATERIALS & SUPPLIES	57.54
1 GRAINGER	MATERIALS & SUPPLIES	7.60
1 GRAINGER	MATERIALS & SUPPLIES	31.84
1 RUSSO'S POWER EQUIPMENT INC	SAW BLADES	77.94
<u>INVOICES TOTAL:</u>		<u>902.85</u>

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARLINGTON POWER EQUIPMENT INC	SAW/RAKES	324.94
<u>INVOICES TOTAL:</u>		<u>324.94</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/7/2020**

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	7,051.46
INVOICES TOTAL:		7,051.46

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	BATTERIES/SUPPLIES	65.03
1 WAREHOUSE DIRECT	COFFEE/SUPPLIES	178.70
1 WAREHOUSE DIRECT	PAPER/COFFEE/SUPPLIES	83.35
1 WAREHOUSE DIRECT	CREDIT - RETURN	-98.64
1 WAREHOUSE DIRECT	CREDIT - RETURN	-98.64
1 WAREHOUSE DIRECT	CREDIT - RETURN	-90.92
1 WAREHOUSE DIRECT	PAPER TOWELS/COFFEE/FILTERS	57.76
INVOICES TOTAL:		96.64

534230-SNOW PLOWING SALT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 K-TECH SPECIALTY COATINGS INC	DEICER	6,529.37
INVOICES TOTAL:		6,529.37

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ATLAS BOBCAT LLC	MAINTENANCE SUPPLIES	259.30
1 AUTOZONE INC	MAINTENANCE SUPPLIES	1,603.70
1 GRANT TRUCK & TRAILER REPAIR INC	TRAILER PARTS	100.00
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	226.74
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	131.70
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	85.44
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	103.80
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	757.15
1 KELLER HEARTT CO INC	MAINTENANCE SUPPLIES	3,275.54
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	228.46
1 RANDALL PRESSURE SYSTEMS INC	MAINTENANCE SUPPLIES	229.88
1 STANDARD EQUIPMENT COMPANY	STREET SWEEPER SUPPLIES	1,542.91
1 TERMINAL SUPPLY CO	MAINTENANCE SUPPLIES	210.86
INVOICES TOTAL:		8,755.48

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARLINGTON POWER EQUIPMENT INC	MAINTENANCE SUPPLIES	303.89
INVOICES TOTAL:		303.89

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	106.42
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	69.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/7/2020

1 UNIFIRST CORPORATION	MATS	21.21
1 UNIFIRST CORPORATION	MATS	63.63
INVOICES TOTAL:		260.26

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRESCENT ELECTRIC SUPPLY CO	STREET LIGHTING MATERIALS	2,200.00
INVOICES TOTAL:		2,200.00

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS DEPT OF AGRICULTURE	PEST CONTROL LICENSE APPLICATION	60.00
INVOICES TOTAL:		60.00

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LEE JENSEN SALES CO INC	MAINTENANCE MATERIALS	2,396.00
1 NEENAH FOUNDRY COMPANY	ROLL FRAMES/GRATES	2,028.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	2,066.52
INVOICES TOTAL:		6,490.52

2200-MFT EXPENDITURES

583082-STEARNES RD COUNTY CRK CULVRT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	STEARNES ROAD CULVERT PROJECT	200.00
INVOICES TOTAL:		200.00

4400-TOWN CENTER TIF EXPENDITURES

585012-UNDERGRD TOWN CTR POWER POLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	TOWN CENTER POWER LINES	272,244.90
INVOICES TOTAL:		272,244.90

5000-WATER OPERATING EXPENSES

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MARCH 2020 BILLING	738.74
INVOICES TOTAL:		738.74

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	BARTLETT LEAD ACTION	8,452.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/7/2020

INVOICES TOTAL: **8,452.00**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	65.60
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	95.06
1 NICOR GAS	GAS BILL	314.04
<u>INVOICES TOTAL:</u>		474.70

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	70.52
<u>INVOICES TOTAL:</u>		70.52

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	33.13
** 1 WEX BANK	FUEL PURCHASES	972.37
<u>INVOICES TOTAL:</u>		1,005.50

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	BATTERIES/SUPPLIES	65.04
1 WAREHOUSE DIRECT	PAPER/COFFEE/SUPPLIES	83.36
1 WAREHOUSE DIRECT	PAPER TOWELS/COFFEE/FILTERS	57.76
<u>INVOICES TOTAL:</u>		206.16

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	106.43
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	69.00
1 THE SHERWIN-WILLIAMS CO	PAINT PURCHASE	199.25
1 UNIFIRST CORPORATION	MATS	21.21
1 USA BLUE BOOK	MAINTENANCE SUPPLIES	41.67
<u>INVOICES TOTAL:</u>		437.56

546900-CONTINGENCIES

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

5090-WATER CAPITAL PROJECTS EXP

581037-DWC PUMP STA.STORAGE.LAND

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CHRISTOPHER B BURKE ENG LTD	DWC RECEIVING STATION FACILITY	22,395.44

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 4/7/2020

INVOICES TOTAL: 22,395.44

581038-VILLAGE SYSTEM IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CHRISTOPHER B BURKE ENG LTD	DWC RECEIVING STATION FACILITY	35,794.79
** 1 CHRISTOPHER B BURKE ENG LTD	DWC RECEIVING STATION FACILITY	45,397.15
1 CHRISTOPHER B BURKE ENG LTD	PUMP STATION MODIFICATION	1,252.00
	INVOICES TOTAL:	<u>82,443.94</u>

5100-SEWER OPERATING EXPENSES

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MARCH 2020 BILLING	738.74
	INVOICES TOTAL:	<u>738.74</u>

522800-ANALYTICAL TESTING

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

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	191.41
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	189.15
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	302.47
1 NICOR GAS	GAS BILL	12.59
	INVOICES TOTAL:	<u>695.62</u>

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	6,108.00
	INVOICES TOTAL:	<u>6,108.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	180.54
1 CORE & MAIN LP	MATERIALS & SUPPLIES	95.48
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	252.80
1 STANDARD EQUIPMENT COMPANY	MATERIALS & SUPPLIES	102.86
	INVOICES TOTAL:	<u>631.68</u>

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	2,912.38
1 HAWKINS INC	CHEMICAL SUPPLIES	3,175.37
1 HAWKINS INC	CHEMICAL SUPPLIES	2,716.78

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/7/2020

1 SOLENIS LLC	CHEMICAL SUPPLIES	9,297.40
1 STATE INDUSTRIAL PRODUCTS	CHEMICAL SUPPLIES	388.99
1 STATE INDUSTRIAL PRODUCTS	CHEMICAL SUPPLIES	388.99
INVOICES TOTAL:		18,879.91

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRO CHEM INC	NITRILE GLOVES	462.96
INVOICES TOTAL:		462.96

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	68.13
** 1 WEX BANK	FUEL PURCHASES	1,029.31
INVOICES TOTAL:		1,097.44

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CASE LOTS INC	PAPER TOWELS/CLEANING SUPPLIES	287.20
1 WAREHOUSE DIRECT	BATTERIES/SUPPLIES	65.04
INVOICES TOTAL:		352.24

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CERTIFIED BALANCE & SCALE CORP	EQUIPMENT CLEANING/CALIBRATION	1,375.00
1 METROPOLITAN INDUSTRIES INC	MAINTENANCE SUPPLIES	2,202.07
1 STANDARD EQUIPMENT COMPANY	STREET SWEEPER REPAIRS	1,823.95
1 WEST SIDE ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	337.00
INVOICES TOTAL:		5,738.02

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	106.43
1 UNIFIRST CORPORATION	MATS	21.21
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHTING SUPPLIES/ELECTRICAL TAPE	22.12
INVOICES TOTAL:		149.76

5190-SEWER CAPITAL PROJECTS EXP

582026-LIFT STATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRAWFORD MURPHY & TILLY	BIDDING ASSISTANCE	1,947.50
INVOICES TOTAL:		1,947.50

582027-NEW DISC FILTER

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

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/7/2020

1 STRAND ASSOCIATES INC	DESIGN - WWTP IMPROVEMENTS	97,605.00
	INVOICES TOTAL:	97,605.00

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	23.54
1 UNIFIRST CORPORATION	MATS	23.54
	INVOICES TOTAL:	47.08

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	128.40
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	92.84
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	83.50
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	701.92
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	61.65
	INVOICES TOTAL:	1,068.31

550-GOLF FUND REVENUES

470010-CLUBHOUSE BANQUET SALES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CAROL KOK	REFUND/BRIDAL SHOWER DEPOSIT	100.00
** 1 BRITTANY LEE	REFUND/WEDDING DEPOSIT	8,500.00
** 1 AMY PISCHE	REFUND/WEDDING DEPOSIT	7,500.00
** 1 MARY LOU QUAGLIATA	REFUND/BRIDAL SHOWER DEPOSIT	100.00
** 1 GRAYCE SEABLUM	DEPOSIT REFUND	100.00
** 1 DIANE WICK	REFUND/SHOWER DEPOSIT	100.00
	INVOICES TOTAL:	16,400.00

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	108.64
1 JENSEN'S PLUMBING & HEATING INC	FURNACE/AIR FILTER REPLACEMENTS	1,342.50
1 JENSEN'S PLUMBING & HEATING INC	EQUIPMENT MAINTENANCE	1,342.50
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR INSPECTION	41.00
	INVOICES TOTAL:	2,834.64

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	GARBAGE DISPOSAL INSTALLATION	750.00
	INVOICES TOTAL:	750.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/7/2020

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	2,446.38
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	27.52
INVOICES TOTAL:		2,473.90

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	CLEANING SUPPLIES	100.00
1 SYSCO FOOD SERVICES - CHICAGO	PAPER TOWELS/BATH TISSUE	300.00
INVOICES TOTAL:		400.00

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	129.31
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	181.65
INVOICES TOTAL:		310.96

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 JENSEN GROUP CONSTRUCTION	REPAIR OF FOYER SQUEAK	1,295.01
INVOICES TOTAL:		1,295.01

5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	815.46
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	9.16
INVOICES TOTAL:		824.62

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	170.00
INVOICES TOTAL:		170.00

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 1ST AYD CORPORATION	LATEX GLOVES/CLEANING MATERIALS	239.75
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	640.24
INVOICES TOTAL:		879.99

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

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

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/7/2020

1 A & P GREASE TRAPPERS INC	MONTHLY GREASE TRAP MAINTENANCE	50.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	103.75
	<u>INVOICES TOTAL:</u>	<u>153.75</u>

524120-UTILITIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	407.73
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	4.59
	<u>INVOICES TOTAL:</u>	<u>412.32</u>

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	52.65
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	68.97
1 SYSCO FOOD SERVICES - CHICAGO	CLEANING SUPPLIES	104.91
1 SYSCO FOOD SERVICES - CHICAGO	PAPER TOWELS/BATH TISSUE	100.00
	<u>INVOICES TOTAL:</u>	<u>326.53</u>

534320-PURCHASES - FOOD & BEVERAGE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GRECO AND SONS INC	FOOD PURCHASE	189.92
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	45.00
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	134.91
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	171.19
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	220.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	623.93
	<u>INVOICES TOTAL:</u>	<u>1,384.95</u>

5570-GOLF BANQUET EXPENSES

511200-TEMPORARY SALARIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CAROL'S EVENT STAFFING INC	TEMPORARY STAFFING	140.00
	<u>INVOICES TOTAL:</u>	<u>140.00</u>

522400-SERVICE AGREEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 A & P GREASE TRAPPERS INC	MONTHLY GREASE TRAP MAINTENANCE	50.00
1 ALSCO	LINEN SERVICES	183.68
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	103.75
	<u>INVOICES TOTAL:</u>	<u>337.43</u>

523100-ADVERTISING

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 EXAMINER PUBLICATIONS INC	ADVERTISING	60.00
	<u>INVOICES TOTAL:</u>	<u>60.00</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/7/2020**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	407.73
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	4.59
INVOICES TOTAL:		412.32

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	52.65
1 MLA WHOLESALE INC	FLOWERS	44.50
1 MLA WHOLESALE INC	FLOWERS	79.70
1 MLA WHOLESALE INC	FLOWERS	58.00
1 MLA WHOLESALE INC	FLOWERS	85.90
1 MLA WHOLESALE INC	FLOWERS	156.60
1 MLA WHOLESALE INC	FLOWERS	49.60
1 MLA WHOLESALE INC	FLOWERS	253.90
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	68.97
1 SYSCO FOOD SERVICES - CHICAGO	CLEANING SUPPLIES	104.91
1 SYSCO FOOD SERVICES - CHICAGO	PAPER TOWELS/BATH TISSUE	193.19
INVOICES TOTAL:		1,147.92

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER	45.54
INVOICES TOTAL:		45.54

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	312.29
1 ELGIN BEVERAGE CO	BEER PURCHASE	152.76
1 GRECO AND SONS INC	FOOD PURCHASE	411.57
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	383.27
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	71.04
1 LAKESHORE BEVERAGE	BEER PURCHASE	18.25
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	134.91
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	185.42
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	761.93
INVOICES TOTAL:		2,431.44

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JENSEN'S PLUMBING & HEATING INC	INSTALL BOILER EMERGENCY SWITCH	937.25
INVOICES TOTAL:		937.25

5580-GOLF MIDWAY EXPENSES

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/7/2020

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	68.97
	INVOICES TOTAL:	68.97

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE	150.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	61.40
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	75.52
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	90.00
	INVOICES TOTAL:	376.92

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION LLC	QUARTERLY EQUIPMENT INSPECTION	480.00
1 CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MGMT SERVICES APR 2020	16,650.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	274.13
1 MIDWEST MECHANICAL	QUARTERLY MAINTENANCE AGREEMENT	2,775.00
	INVOICES TOTAL:	20,179.13

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TKB ASSOCIATES INC	LASERFICHE SOFTWARE RENEWAL	8,253.00
	INVOICES TOTAL:	8,253.00

523001-PERSONNEL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	76.00
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	229.00
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	140.00
	INVOICES TOTAL:	445.00

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	228.16
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SUPPLIES	78.00
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	561.89
1 THYSSENKRUPP ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	675.00
1 UNIFIRST CORPORATION	MATS	87.19
1 UNIFIRST CORPORATION	MATS	87.19
	INVOICES TOTAL:	1,717.43

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/7/2020

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALL ONE	TELEPHONE BILL	248.60
1 COMCAST	TELEPHONE BILL	4,072.31
INVOICES TOTAL:		4,320.91

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	580.77
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	53.22
INVOICES TOTAL:		633.99

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	RETIREMENT CARD/GIFT	211.64
1 AMAZON CAPITAL SERVICES INC	HDMI SWITCH	7.99
1 DELL MARKETING L.P.	LAPTOP	1,186.58
1 ITSAVVY	DUPLEX MODULE FOR PD RECORDS	53.92
1 WAREHOUSE DIRECT	PAPER TOWELS/SOAP/SUPPLIES	262.54
1 WAREHOUSE DIRECT	HAND SANITIZER	151.02
1 WAREHOUSE DIRECT	PAPER/RECEIPT BOOK	351.80
1 WAREHOUSE DIRECT	TRASH BAGS/PAPER TOWELS	162.24
1 WAREHOUSE DIRECT	PLASTIC UTENSILS	75.10
1 WAREHOUSE DIRECT	PAPER TOWELS/BATH TISSUE	350.85
1 WAREHOUSE DIRECT	KLEENEX	53.18
1 WAREHOUSE DIRECT	PAPER TOWELS/SUPPLIES	132.33
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	56.33
INVOICES TOTAL:		3,055.52

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION LLC	EQUIPMENT REPAIRS	270.00
INVOICES TOTAL:		270.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	45.88
INVOICES TOTAL:		45.88

7000-POLICE PENSION EXPENDITURES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REIMER & DOBROVOLNY PC	LEGAL SERVICES	2,170.00
INVOICES TOTAL:		2,170.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 4/7/2020

GRAND TOTAL: 1,125,213.34

GENERAL FUND	524,859.25
MOTOR FUEL TAX FUND	200.00
TOWN CENTER TIF FUND	272,244.90
WATER FUND	116,481.71
SEWER FUND	134,646.77
PARKING FUND	1,115.39
GOLF FUND	34,574.46
CENTRAL SERVICES FUND	38,920.86
POLICE PENSION FUND	2,170.00
GRAND TOTAL	1,125,213.34

** Indicates pre-issue check.



Agenda Item Executive Summary

Item Name Lis Trucking- Site/PUD Plan and Special Use Permit Amendments Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Petitioner is requesting a **Site/PUD Plan Amendment** for an existing building and storage yards located along the north side of Graham Street, east of Rt. 25 (2300 Graham). Lis Trucking is purchasing the 3.35-acre Acton Mobile Site, as well as the 2.34-acre existing storage yard to the west. The request for the PUD Amendment is a result of this additional 2.34-acre site now being included as part of the PUD Plan review.

Lis Trucking will be utilizing the 3.35-acre site for its a car transport business that delivers new and used vehicles to all 48 contiguous states. Lis Trucking owns 10 car carriers and also utilizes contractors to transport the vehicles. Cars will be stored on a temporary basis, typically for no more than 2 days.

The 2.34-acre west property has been leased by Benchmark for 20+ years and will continue to be utilized as their storage yard.

The current Special Use approved for the Acton Mobile 3.35-acre site, only allows for the storage of mobile office trailers, storage trailers and portable classrooms. The Petitioner is requesting to **Amend the Special Use Permits** to allow for the storage of car carriers and passenger vehicles.

The **Plan Commission** reviewed the petitioner's requests and held the public hearing at their meeting on March 12, 2020. The Commission recommended **approval** subject to the conditions and findings of fact outlined in the Staff Report.

Staff is requesting that the Petitioner's requests be forwarded directly to the Village Board for a final vote in order to facilitate Lis Trucking relocating their business operations to the site.

ATTACHMENTS (PLEASE LIST)

PDS Memo, Ordinance with Exhibits, Plan Commission Draft Minutes, Applicant Cover Letter, Application, Location Map, Proposed Amended Site/PUD Plan and Previously Approved Site/PUD Plans

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to Approve Ordinance #20-_____ An Ordinance Approving a Site/PUD Plan Amendment and Granting Amendments to the Special Use Permits for 2300 Graham Street in the Bluff City Industrial Park
- Motion

Staff: Roberta Grill, Planning & Development Services Director Date: 3/18/2020

PLANNING & DEVELOPMENT SERVICES MEMORANDUM
20-038

DATE: March 18, 2020
TO: Paula Schumacher, Village Administrator
FROM: Roberta Grill, Planning & Development Services Director *RBG*
RE: **(#19-20) Lis Trucking**

PETITIONER

Dean Kelley on behalf of Lis Trucking

SUBJECT SITE

2300 Graham Street- East side of Rt. 25, north of Graham Street, approximately 0.5 miles northeast of Kenyon Road and Route 25.

REQUESTS

Site/PUD Plan Amendment and Amending the Special Use Permits

Staff is requesting that the Petitioner's requests be forwarded directly to the Village Board for a final vote in order to facilitate Lis Trucking relocating their business operations to the site.

SURROUNDING LAND USES

Subject Site	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
	Maintenance Bldg/Ind. Storage Yard	Industrial	PD
North	Industrial	Industrial	PD/ I*
South	Industrial	Industrial	PD
East	Industrial	Industrial	PD
West	Industrial/ Vacant	Unincorporated Kane	I*

*I-Industrial -unincorporated Kane County

SITE HISTORY

1. This property was annexed and zoned PD (Planned Development) on July 29, 2003 by Ordinance #2003-98. The 186 acre Bluff City Industrial Park was

approved for Light and Heavy Industrial uses including special uses for an asphalt plant, a concrete batch plant, a liquid asphalt facility, concrete and asphalt recycling operations and to continue the surface and deep subsurface mining operation.

2. The original **Site Plan** for the existing building was approved by Ordinance #2016-90 (*An Ordinance Approving An Amended Preliminary PUD Plan and Amended General Site Plan for the Bluff City Industrial Park 186 Acres, Approve a Final PUD Plan for Acton Mobile and Granting Special Use Permits for a Planned Unit Development and to Allow Outdoor Storage*) on December 6, 2016 to allow Acton Mobile to store for mobile office trailers, portable classrooms and truck/trailers in their storage yard.
3. A **Site/PUD Plan Amendment** was approved by Ordinance 2017-97 (*An Ordinance Approving a Site /PUD Plan Amendment for Acton Mobile in the Bluff City Industrial Park*) to allow a building addition and reduce the rear yard setback from 30 feet to 22 feet.

DISCUSSION

4. The Petitioner is requesting a **Site/PUD Plan Amendment** due to Lis Trucking purchasing the 3.35-acre Acton Mobile Site as well as the 2.34-acre storage yard to the west. The 2.34-acre site was not included in the previously approved Site/PUD Plans.
5. The 5-acre truck and trailer storage site to the east, which is not a part of this project, will continue to follow the conditions outlined in Ordinances 2016-90 and 2017-97.
6. Lis Trucking will be utilizing the 3.35-acre site for its car transport business that delivers new and used vehicles to all 48 contiguous states. Lis Trucking owns 10 car carriers and also utilizes contractors to transport the vehicles. Cars will be stored on a temporary basis, typically for no more than 2 days.
7. The 2.34-acre property has been leased by Benchmark for 20+ years and will continue to be utilized as their storage yard.
8. The current Special Use approved for Acton Mobile, only allows for the storage of mobile office trailers, storage trailers and portable classrooms for the 3.35-acre portion of the property. The Petitioner is requesting to **Amend the Special Use Permits** to allow for the storage of car carriers and passenger vehicles.

9. The Petitioner will be adding fabric the entire length of the existing fence along Graham Street (private road) to screen the storage area. Several evergreens will also be installed along a portion of the fence line.

RECOMMENDATION

1. The Staff recommends **approval** of the Petitioner's requests subject to the following conditions and Findings of Fact:
 - a. Village Engineer approval of the Engineering Plans;
 - b. Staff approval of the Landscape Plans;
 - c. Fence fabric must be installed along the entire length of the existing 8' tall fence along Graham St. (private road).
 - d. Lock boxes shall be provided and access granted to the South Elgin & Bartlett Fire Protection Districts for the gates located along the private road;
 - e. Landscaping must be installed within one year of the issuance of a building permit. If landscaping cannot be installed at the time of construction, a landscape bond must be posted in an amount based on a signed contract with a landscape contractor for said landscape improvements, or as otherwise determined by the Village Arborist for its future installation, with a minimum one year guaranty for replacement if said landscape improvements do not survive for one year
 - f. The following items are permitted to be stored outside on the 3.35-acre Lis Trucking site:
 - Mobile office trailers
 - Storage trailers
 - Portable classrooms
 - Car carriers
 - Passenger Vehicles
 - g. The following items are permitted to be stored outside on the 2.34-acre Benchmark Storage Yard:
 - Construction equipment
 - Trailers
 - Construction materials
 - h. The following items are prohibited from being stored on the 3.35-acre Lis Trucking Site and the 2.34- acre Benchmark Storage Yard:
 - Truck and/or vehicle commercial repair operations
 - Storage of vehicles and trucks in disrepair or inoperable
 - Junk yards
 - Tires
 - Rubbish
 - Hazardous materials
 - i. No stored items shall be stacked higher than the 8-ft. high perimeter fence;
 - j. Building permits shall be required for all construction activities;

- k. The Owner shall record the cross access easement on the adjacent 5-acre trailer storage site to provide access to the Subject Property prior to the issuance of an occupancy permit for Lis Trucking.
 - l. Findings of Fact (PUD/Site Plan Amendment):
 - i. That the proposed uses are permitted uses in the PD Planned Development Zoning District;
 - ii. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
 - iii. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
 - iv. That the site plan provides for the safe movement of pedestrians within the site;
 - v. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
 - vi. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.
 - m. Findings of Fact: Special Use Permits (Amended Site/PUD Plan and outdoor storage)
 - i. The proposed Special Uses are desirable to provide uses which are in the interest of public convenience and will contribute to the general welfare of the community;
 - ii. That the proposed Special Uses will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
 - iii. That the Special Uses shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
2. The **Plan Commission** reviewed the Petitioner's requests and held the public hearing at their meeting on March 12, 2020. The Commission recommended **approval** subject to the conditions and findings of fact outlined in the Staff Report.
3. The Ordinance with exhibits, the Plan Commission draft meeting minutes and additional background information are attached for your review.

ORDINANCE 2020 - _____

AN ORDINANCE APPROVING A THIRD AMENDED SITE/PUD PLAN AND GRANTING AMENDMENTS TO THE SPECIAL USE PERMITS FOR 2300 GRAHAM STREET IN THE BLUFF CITY INDUSTRIAL PARK

WHEREAS, Bluff City LLC, (the "Owner") is the owner of record of real estate comprising approximately 5.69 acres located in Kane County, Illinois, legally described on **Exhibit A** attached hereto (the "Subject Property"), which lies within the Bluff City Industrial Park in the Village of Bartlett; and

WHEREAS, The Owner has filed a petition for a Site/PUD Plan Amendment and an amendment to the special use permit that granted approval of the Planned Unit Development for the 186+/- acre Bluff City Industrial Park Property (the "Original Bluff City PUD and PUD Plan") to add the storage of car carriers and passenger vehicles as additional special uses only on the Lis Trucking Site portion of the Subject Property (the "LIS PUD Amendments") to be developed in accordance with the Third Amended Site/PUD Plan (hereinafter defined) for the Subject Property (the "Petition"); and

WHEREAS, the Subject Property is zoned PD (Planned Development) and the eastern 3.35-acres (the "Lis Trucking Site") depicted on Exhibit B of the Subject Property was part of an amended Site/PUD Plan that was approved on December 6, 2016 by Ordinance #2016-90 (the "First Amended Site/PUD Plan"); and

WHEREAS, the Lis Trucking Site was part of a subsequently amended Site/PUD Plan Amendment that was approved on August 15, 2017 by Ordinance #2017-97 (the "Second Amended Site/PUD Plan"); and

WHEREAS, the western 2.34-acres (the "Benchmark Storage Yard") of the Subject Property also depicted on Exhibit B has been leased by Benchmark Construction Co., Inc. for over 20 years and used to store construction equipment trailers, and construction material as allowed under the Original Bluff City PUD and PUD Plan; and

WHEREAS, Lis Trucking, Inc. is the contract purchaser for the 5.69 acre Subject Property and will move their business operations to the 3.35 acre Lis Trucking Site and continue to lease the 2.34 acre Benchmark Storage Yard to Benchmark Construction Co., Inc.; and

WHEREAS, on March 12, 2020, the Bartlett Plan Commission conducted the required public hearing with respect to the Petition (Case #19-20) for a Site/PUD Plan amendment and the LIS PUD Amendments to further amend the special use permit with respect to the Subject Property to allow additional items to be stored on the Lis Trucking Site portion of the Subject Property in accordance with the Third Amended Site/PUD Plan, and the Plan Commission has recommended to the Corporate Authorities the Third Amended Site/PUD Plan be approved and the LIS PUD Amendments be granted for the Subject Property, subject to the conditions and findings of fact set forth in its report; and

WHEREAS, the Corporate Authorities have determined that it is in the public interest to approve the Third Amended Site/PUD Plan and to grant the LIS PUD Amendments to the special use permit for the Subject Property as recommended by the Plan Commission: and

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

SECTION ONE: That the Corporate Authorities do hereby make the following findings of fact pertaining to the Petition for approval of the Third Amended Site/PUD Plan on the Subject Property, based upon the conditions of development set forth in Section Five of this Ordinance:

1. That the proposed uses are permitted uses in the PD (Planned Development) Zoning District;
2. That the proposed building, off-street parking, access, lighting, landscaping, and drainage are compatible with adjacent land uses;

3. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
4. That the site plan provides for the safe movement of pedestrians within the site;
5. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs (all landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements);
6. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.

SECTION TWO: That the Third Amended Site/PUD Plan prepared by Bluff City Materials, Inc., dated March 3, 2020, attached hereto as **Exhibit C** is hereby approved, subject to the findings of fact and conditions set forth in Sections One and Five of this Ordinance.

SECTION THREE: That the Corporate Authorities do hereby make the following findings of fact pertaining to the petition to grant the LIS PUD Amendments to be developed and used in accordance with the Third Amended Site/PUD Plan and to allow outdoor storage of car carriers and passenger vehicles as additional special uses on the 3.35 acre Lis Trucking Site portion of the Subject Property, based upon the conditions of development set forth in Section Five of this Ordinance:

1. The proposed LIS PUD Amendments and the Third Amended Site/PUD Plan and storage sites are desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community;
2. That the proposed LIS PUD Amendments, Third Amended Site/PUD Plan and storage sites will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
3. That the additional special uses on the Lis Trucking Site approved by the LIS PUD Amendments and Third Amended Site/PUD Plan shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

SECTION FOUR: That the LIS PUD Amendments are hereby approved and the special use permit heretofore granted for the Lis Trucking Site portion of the Subject

Property is hereby amended to grant and approve additional special uses for outdoor storage of car carriers and passenger vehicles to be developed and used in accordance with the Third Amended Site/PUD Plan, subject to the conditions set forth in Section Five of this Ordinance.

SECTION FIVE: That the Third Amended Site/PUD Plan and the LIS PUD Amendments approved and/or granted in Sections Two and Four of this Ordinance are subject to the following conditions:

1. Village Engineer approval of the Engineering Plans;
2. Staff approval of the Landscape Plans;
3. Fence fabric must be installed along the entire length of the existing 8' tall fence along Graham St. (private road).
4. Lock boxes shall be provided and access granted to the South Elgin & Bartlett Fire Protection Districts for the gates located along the private road;
5. Landscaping must be installed within one year of the issuance of a building permit. If landscaping cannot be installed at the time of construction, a landscape bond must be posted in an amount based on a signed contract with a landscape contractor for said landscape improvements, or as otherwise determined by the Village Arborist for its future installation, with a minimum one year guaranty for replacement if said landscape improvements do not survive for one year;
6. The following are permitted to be stored outside on the 3.35-acre Lis Trucking Site:
 - Mobile office trailers
 - Storage trailers
 - Portable classrooms
 - Car carriers
 - Passenger Vehicles
7. The following items are permitted to be stored outside on the 2.34-acre Benchmark Storage Yard:
 - Construction equipment
 - Trailers
 - Construction materials
8. The following items are prohibited from being stored on the 3.35-acre Lis Trucking Site and the 2.34-acre Benchmark Storage Yard:
 - Truck and/or vehicle commercial repair operations
 - Storage of vehicles and trucks in disrepair or inoperable
 - Junk yards
 - Tires
 - Rubbish
 - Hazardous materials
9. No stored items shall be stacked higher than the 8-ft. high perimeter fence;

10. Building permits shall be required for all construction activities;
11. The Owner shall record the cross access easement on the adjacent 5-acre trailer storage site to provide access to the Subject Property prior to the issuance of an occupancy permit for Lis Trucking.

SECTION SIX: The violation of any of the above conditions shall be cause for the revocation of the approval of the Third Amended Site/PUD Plan and the revocation of the LIS PUD Amendments herein granted and approved.

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 provision 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 after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED this 7th day of April, 2020

APPROVED this 7th day of April, 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 Ordinance 2020-_____, enacted on April 7, 2020 and approved on April 7, 2020, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A
2300 GRAHAM STREET, BARTLETT, KANE COUNTY, ILLINOIS
LEGAL DESCRIPTION

THAT PART OF THE EAST HALF OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 2359.00 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN AN AGREEMENT RECORDED AUGUST 15, 1950 AS DOCUMENT NUMBER 656117, SAID SOUTHEAST CORNER IS ALSO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 20 MINUTES 16 SECONDS EAST ALONG SAID EAST LINE, 230.76 FEET TO A POINT 9.57 FEET SOUTH OF (AS MEASURED ALONG SAID EAST LINE) THE NORTH LINE OF GRAHAM STREET PER PLAT OF DEDICATION RECORDED SEPTEMBER 8, 2004 AS DOCUMENT NUMBER 0425234104 IN COOK COUNTY, ILLINOIS; THENCE SOUTH 86 DEGREES 53 MINUTES 26 SECONDS WEST, 190.98 FEET; THENCE SOUTH 87 DEGREES 38 MINUTES 02 SECONDS WEST, 215.05 FEET; THENCE SOUTH 84 DEGREES 05 MINUTES 34 SECONDS WEST, 112.31 FEET; THENCE SOUTH 86 DEGREES 30 MINUTES 31 SECONDS WEST, 282.54 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 51 SECONDS WEST, 187.74 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 500.00 FEET, WITH AN ARC LENGTH OF 134.04 FEET AND A CHORD BEARING OF SOUTH 81 DEGREES 39 MINUTES 04 SECONDS WEST TO A POINT OF TANGENCY; THENCE SOUTH 73 DEGREES 58 MINUTES 16 SECONDS WEST, 61.68 FEET; THENCE SOUTH 77 DEGREES 12 MINUTES 38 SECONDS WEST, 67.42 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 57 SECONDS WEST, 50.92 FEET; THENCE NORTH 77 DEGREES 55 MINUTES 56 SECONDS WEST, 50.76 FEET; THENCE NORTH 69 DEGREES 45 MINUTES 23 SECONDS WEST, 121.14 FEET; THENCE NORTH 23 DEGREES 13 MINUTES 30 SECONDS WEST, 137.78 FEET TO THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN SAID AGREEMENT; THENCE ALONG SAID SOUTH LINE FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE NORTH 87 DEGREES 53 MINUTES 18 SECONDS EAST, 784.41 FEET; (2) THENCE NORTH 80 DEGREES 02 MINUTES 00 SECONDS EAST, 738.60 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

PIN's:

06-25-200-016

06-25-400-021 (PART)



Village of Bartlett
Plan Commission Minutes
March 12, 2020

(#19-20) Lis Trucking (2300 Graham St)
Site/PUD Plan Amendment
Amending the Special Use Permits

The following exhibits were presented:

Exhibit A – Picture of Sign

Exhibit B – Mail Affidavit

Exhibit C – Notification of Publication

K. Stone stated that the property was annexed and zoned PD (Planned Development) on July 29, 2003 by Ordinance #2003-98 as part of the 186-acre Bluff City Industrial Park. There was a previous Site Plan approved by Ordinance #2016-90 for the eastern 3.35-acres of the Subject Property as well as a 5-acre trailer storage site. That Site Plan was amended a year later by Ordinance #2017-97. The Petitioner is before us today because they are requesting a PUD Plan for the 3.35-acre site and 2.34-acre site. The 2.34-acre site is leased by Benchmark Properties who has been using it as their storage yard for the past 20 years. Lis Trucking will be moving their operations to the 3.35-acre site, which was previously leased by Acton Mobile. The Petitioner is requesting a Site Plan Amendment to have trailer parking in the back on the 3.35-acre site. They are changing their parking configuration slightly by the office area and they would like to amend the Special Use Permits for the amended Site/PUD Plan and to allow the storage of car carriers and passenger vehicles on the site previously known as Acton Mobile. The petitioner will be adding fabric mesh along the fence that goes the length of Graham Street, which is a private road. Staff recommends approval subject to the conditions and Findings of Fact outlined in your staff report.

J. Lemberg asked if there were any further questions for Staff by the Committee and if the Petitioner had anything to add.

Petitioner **Dean Kelley** of 2250 Southwind Blvd came forward, was sworn in, and stated that Lis Trucking would have up to 10 car carriers that transport used and new vehicles. The vehicles are parked there no more than one to two days. They only have three or four employees. They have contractors that will be in and out with the car carriers. It will be a much less intensive use with low volume and low traffic. They agreed to do improvements along Graham St. such as adding fabric to the fence and adding landscaping in an area that is not landscaped near the Benchmark storage yard.

J. Lemberg asked if there were any questions for the Petitioner.

D. Negele asked how tall was the fabric fence? **D. Kelley** answered, eight feet (8'). **D. Gunsteen** asked if there were any surrounding houses. **K. Stone** answered, no, it is all industrial. **D. Negele** asked if there would be any changes in the configuration of the road with curb cuts. **D. Kelley** stated that there will be no changes.

J. Lemberg asked if there were any further questions from the Committee. There were no further questions.



Village of Bartlett
Plan Commission Minutes
March 12, 2020

J. Lemberg opened the Public Hearing portion of the meeting. No one came forward. **J. Lemberg** closed the Public Hearing portion of the meeting. **J. Lemberg** asked if there were any further questions from the Committee. There were no further questions.

J. Lemberg asked for a motion to approve the Petitioner's requests to amend the Site/PUD Plan and amend the Special Use Permits subject to the conditions and Findings of Fact.

Motioned by: D. Negele

Seconded by: J. Miaso

Roll Call

Ayes: D. Negele, D. Gunsteen, A. Hopkins, M. Hopkins, J. Miaso and J. Lemberg

Abstain:

Nays:

The motion carried.



ABBOTT LAND AND INVESTMENT CORP.
Commercial and Industrial Real Estate

February 5, 2020

RECEIVED

FEB 06 2020

SENT VIA HAND DELIVERY

Village President and Board of Trustees
Village of Bartlett
228 S. Main Street
Bartlett, Illinois 60103

PLANNING & DEVELOPMENT
VILLAGE OF
BARTLETT

RE: Bluff City Industrial Park
Lis Trucking; Benchmark Construction Storage Yard

Dear Village President and Board of Trustees,

I represent the owner of property in Bluff City Industrial Park, Bluff City, LLC. We are requesting the following: 1. an amendment to the Special Use for PUD to include the storage of car carriers and passenger vehicles for Lis Trucking, and 2. an amendment to the Site/PUD Plan to include the existing Benchmark storage site as depicted on the plans.

Enclosed are the following documents and information in connection with these requests:

1. Development Application including Findings of Fact for Site Plans and for Special Uses.
2. Site Plan – Eight (8) full-sized copies (folded); one (1) 11"x17"; and one sent by PDF
3. Survey & Legal showing the Lis Trucking/Benchmark site that will be purchased by Lis Trucking. Please note that Lis Trucking will buy both the Benchmark and future Lis Trucking site and continue to lease the yard to Benchmark with no changes.
4. Survey & Legal of Graham Street which will be retained by the Seller, Bluff City, LLC. We have retained this property such that it may be dedicated to the Village of Bartlett in the future.
5. Shared Access Easement Exhibit (11"x17") for continued access on the east side of the property
6. Truck Turning Exhibit (11"x17") showing how car carriers maneuver on site (two plans).
7. Project Descriptions
 - a. Lis Trucking – Lis Trucking is in the car transport business. The subject property will become its office and shop headquarters. They plan to operate approximately ten car carrier trucks that deliver new and used cars to all 48 contiguous states. The site plan depicts where the car carriers will be parked and the cars prior to loading and unloading. The cars will be stored on only a temporary basis and are usually there for no longer than two days at a time. The cars that are being transported are coming out of dealerships, auctions, and private parties.

The shop will be used for routine repairs on the car carriers. No repairs will be made, or are needed, to the cars. It is anticipated that four (4) employees will work on site, three (3) office and one (1) maintenance worker. The hours of operation are Monday – Friday 8:00 AM to 5:00 PM, Saturday 9:00 AM to 12:00 PM. Only drivers and employees will have 24-hour access to the lot.

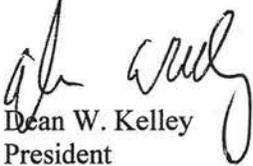
- b. Benchmark will continue to use its yard for equipment and related storage as it has done for the last twenty years. No changes are being made to the yard with the exception of the parkway area north of Graham from the entrance to the yard going to the east (identified in green on Site Plan). That area will be cleaned up and five evergreen trees will be planted that will originally be six feet high. This will match the plantings and landscaping across the street on the Welch site. The mesh fabric will be installed on the fence of the storage area from the current operation to where the fence terminates near Route 25.

- 8. A check in the amount of \$400.00 is enclosed for the required application fee.

I will be available in person to discuss the request and answer any questions that the Village Board may have. Thank you for your consideration.

Sincerely,

ABBOTT LAND AND INVESTMENT CORPORATION



Dean W. Kelley
President

Enclosures



VILLAGE OF BARTLETT DEVELOPMENT APPLICATION

For Office Use Only

Case # 19-20

FIVE
DEVELOPMENT
(Village of Bartlett)

DEC 23 2019

VILLAGE OF
BARTLETT

PROJECT NAME Bluff City Industrial Park – Lis Trucking

PETITIONER INFORMATION (PRIMARY CONTACT)

Name: Dean W. Kelley

Street Address: 2250 Southwind Blvd.

City, State: Bartlett, IL

Zip Code: 60103

Email Address: dean@abbottland.com

Phone Number: 630-497-9440 x4

Preferred Method to be contacted: See Dropdown

PROPERTY OWNER INFORMATION

Name: Bluff City, LLC

Street Address: 2250 Southwind Blvd.

City, State: Bartlett, IL

Zip Code: 60103

Phone Number: 630-497-8700

OWNER'S SIGNATURE: _____

Date: 12/20/19

(OWNER'S SIGNATURE IS REQUIRED or A LETTER AUTHORIZING THE PETITION SUBMITTAL.)

ACTION REQUESTED (Please check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Text Amendment |
| <input type="checkbox"/> PUD (preliminary) | <input type="checkbox"/> Rezoning See Dropdown to See Dropdown |
| <input checked="" type="checkbox"/> PUD (final) | <input checked="" type="checkbox"/> Special Use for: <u>PUD to include the storage of car carriers and passenger vehicles</u> |
| <input type="checkbox"/> Subdivision (preliminary) | <input type="checkbox"/> Variation: _____ |
| <input type="checkbox"/> Subdivision (final) | |
| <input checked="" type="checkbox"/> Site Plan (please describe use: commercial, industrial, square footage): _____
Change to a final PUD amendment to include the Benchmark Construction storage yard. | |
| <input type="checkbox"/> Unified Business Center Sign Plan | |
| <input type="checkbox"/> Other (please describe) _____ | |

SIGN PLAN REQUIRED? No

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

PROPERTY INFORMATION

Common Address/General Location of Property: 2300 Graham St. Bartlett, IL 60103 Kane Cty

Property Index Number ("Tax PIN"/"Parcel ID"): 06-25-200-016-0000

Zoning: Existing: PD **Land Use:** Existing: Industrial
(Refer to Official Zoning Map)

Proposed: PD Proposed: Industrial

Comprehensive Plan Designation for this Property: Industrial

(Refer to Future Land Use Map)

Acreage: 5.69

For PUD's and Subdivisions:

No. of Lots/Units: N/A

Minimum Lot: Area _____ Width _____ Depth _____

Average Lot: Area _____ Width _____ Depth _____

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

Attorney N/A

Engineer Mackie Consultants, LLC
9575 W Higgins Rd # 500, Rosemont, IL 60018
(847) 696-1400; Martin Burke <mburke@mackieconsult.com>

Other Developer: Abbott Land and Investment Corporation
2250 Southwind Blvd., Bartlett, IL 60103
(630) 497-9440 Ext. 4; Dean W. Kelley <dean@abbottland.com>

FINDINGS OF FACT FOR SITE PLANS

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

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

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

The Lis Trucking Use is permitted in the PD district. Then Benchmark storage yard is also permitted in the PD district.

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

No changes are requested with respect to buildings, parking, drainage, or access at this time.

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

The onsite circulation will be maintained sufficiently so that traffic can flow. We have included in our packet a truck turning movement diagram for the car carriers to be parked.

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

Very little pedestrian movements would occur within the site other than onsite activities, which are not impacted by the amendment to the site plan.

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

There is a sufficient mixture of grass and trees. No changes to the site plan are being proposed and no landscaping is being added.

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

No changes to the existing screening are being requested or included.

FINDINGS OF FACT FOR SPECIAL USES

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

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

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

The car transport company will service local, regional and national customers from this location and will contribute to the general welfare of the neighborhood and community.

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

The proposed use is a very low intensity use with very little traffic or activity.

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

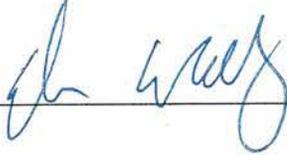
No changes are being proposed to the existing site plan or building and the special use will conform to all the regulations and conditions with respect to Village rules and regulations. The grass area north of Graham from the entrance to the Benchmark yard going east will be cleaned up and five (5) evergreens will be planted.

ACKNOWLEDGEMENT

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

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

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

SIGNATURE OF PETITIONER: _____ 

PRINT NAME: Dean W. Kelley

DATE: 12/20/19

REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

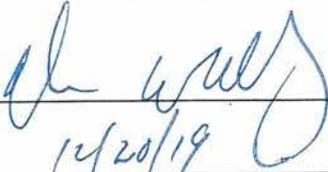
The undersigned hereby acknowledges his/her obligation to reimburse the Village of Bartlett for all necessary and reasonable expenses incurred by the Village for review and processing of the application. Further, the undersigned acknowledges that he/she understands that these expenses will be billed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

NAME OF PERSON TO BE BILLED: Bluff City, LLC

ADDRESS: 2250 Southwind Blvd., Bartlett, IL 60103

PHONE NUMBER: 630-497-8700

EMAIL: jharris@grp7.com

SIGNATURE: _____ 

DATE: 12/20/19

ZONING/LOCATION MAP

Lis Trucking

Site/PUD Amendment

Amendment to the Special Use for PUD

PIN 06-25-200-016

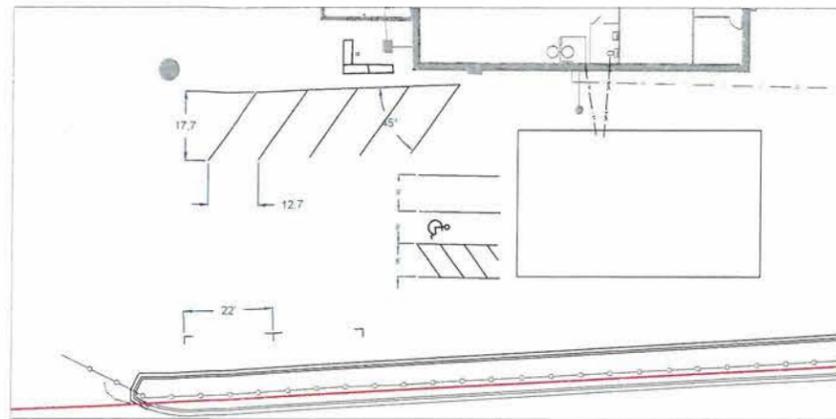


IL ROUTE 25

Project Location Map



Parking Space Detail

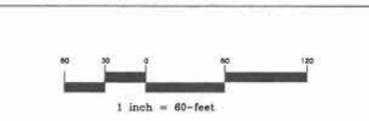


PROPOSED SITE/PUD PLAN

- PROPERTY LINE
- Existing 4" HMA PAVEMENT
- Cross Access Easement Area
- PLANTING AREA

Project Data	
• Total Acres = 5.69 Acres	
• 80X11 Parking Stalls = 10	
• Car Stalls = 7	
• Accessible Stalls = 1	
• Four (4) Employees	

RECEIVED
 MAR 04 2020
 PLANNING & DEVELOPMENT
 VILLAGE OF BARTLETT



CALL JULIE 1-800-892-0123 with the following:
 COUNTY: KANE/COOK
 CITY: BARTLETT
 48 hours before you dig
 Notifying the City of Bartlett
 NOTIFY ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION FOR THE EXACT LOCATIONS OF THE UTILITIES AND FOR THEIR PROTECTION. BEING CONSTRUCTION OF ANY UTILITIES AND UNDERSTANDING THAT CONFLICT OF LOCATION WITH NEW CONSTRUCTION, IMMEDIATELY NOTIFY THE ENGINEER AND UTILITIES.

8400 SF SHOP

INDUSTRIAL LOT

LOT AREA = +/- 3.35 ACRES

2,200 SF OFFICE
 60'x36'

EXISTING CONCRETE PIPE PLANT

LOT AREA = +/- 2.34 ACRES
 STORAGE YARD with Aggregate Surface

TRAILER PARKING with Aggregate Surface
 STORAGE YARD

EXISTING DETENTION POND

GRAHAM STREET

EXISTING 8" CHAIN LINE FENCE
 INSTALL BLACK FABRIC MESH ALONG GRAHAM STREET

KANE CO
 COOK CO

KANE CO
 COOK CO

PREPARED BY
BLUFF CITY MATERIALS, INC.
 2252 SOUTHWIND BOULEVARD
 BARTLETT, ILLINOIS
 PHONE: 630-497-8700 FAX: 630-497-9800

DATE	DESCRIPTION OF REVISION	BY

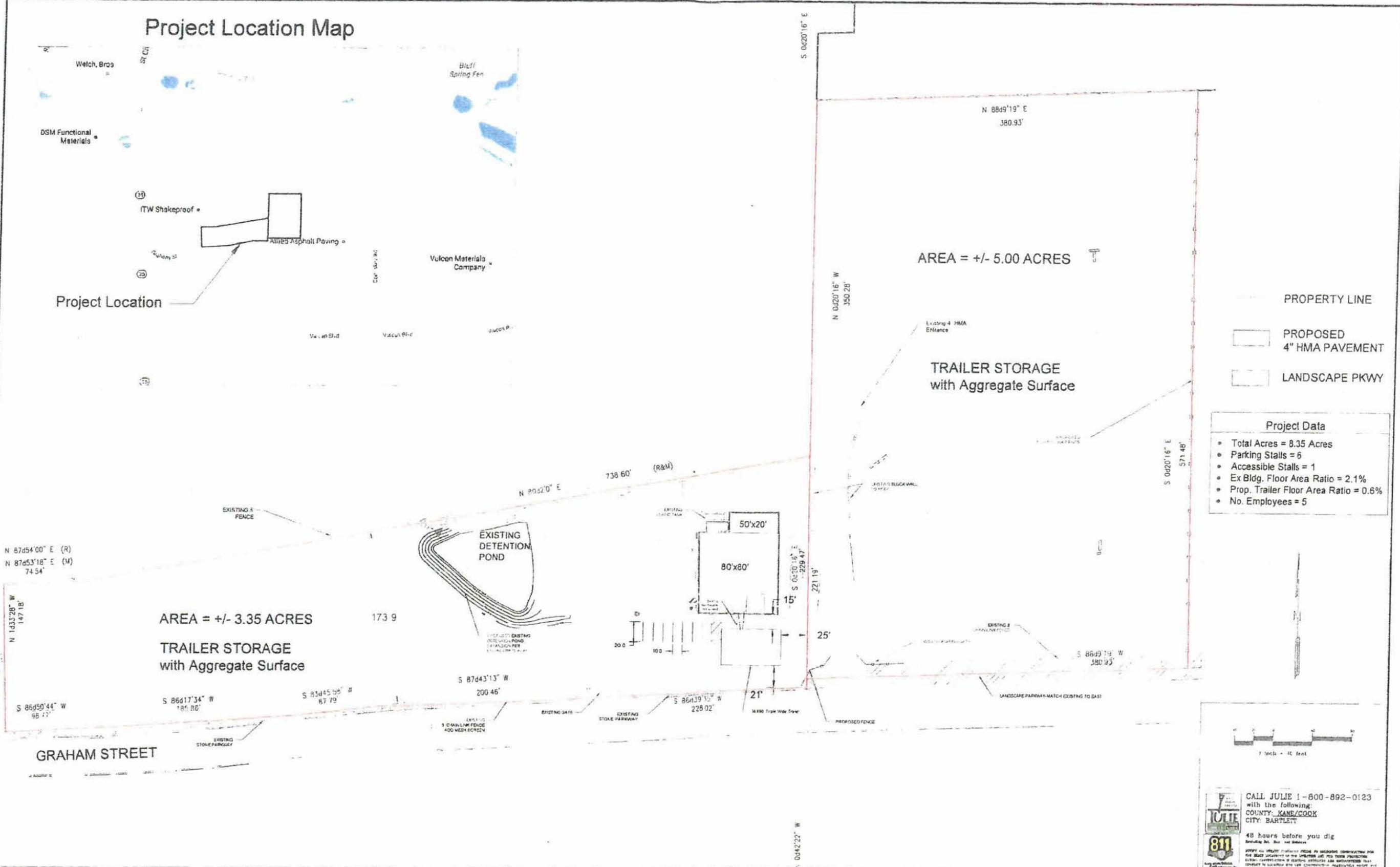
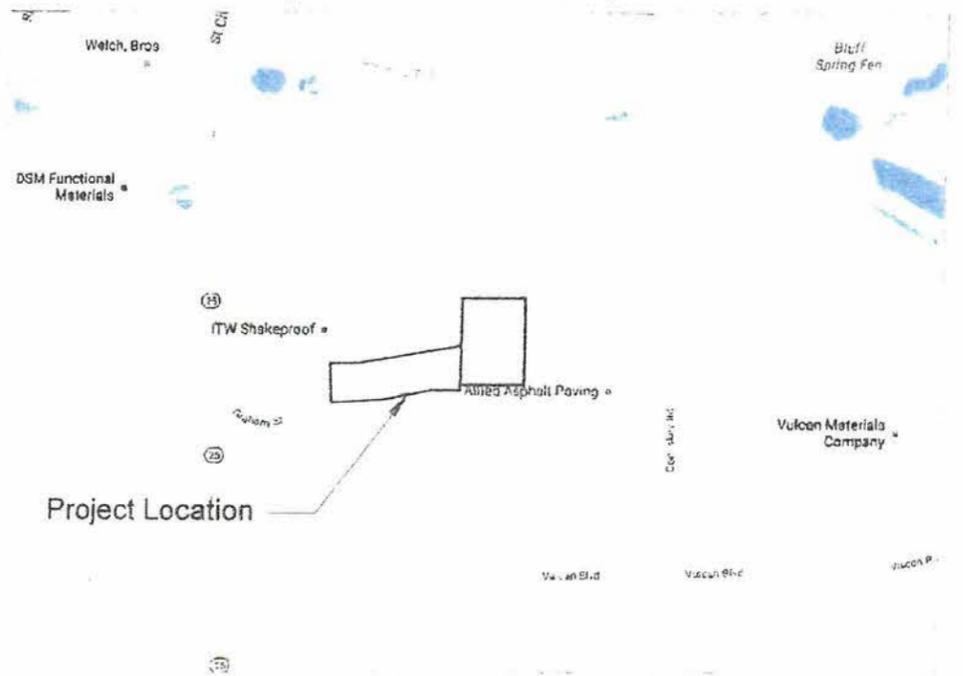
<input checked="" type="checkbox"/> DRAFT	DESIGNED BY:	OWNER:	ACTION:
<input type="checkbox"/> PERMIT APPLICATION	DRAWN BY: AKG	Proj Type: REAL ESTATE	
<input type="checkbox"/> APPROVED FOR CONSTRUCTION	APPROVED BY: xxx	Proj #: 1514-XX	
<input type="checkbox"/> CLIENT APPROVED BY: _____	DATE: 03/03/2020	Folder: xxx	
	SCALE: 1"=60'	File: xxx	

NOTICE	
TOLERANCES (EXCEPT AS NOTED)	

Location BLUFF CITY INDUSTRIAL PARK BARTLETT, IL	SHEET 1
Title PUD PLAN: LIS TRUCKING	1

I:\Projects\2020\Bluff City Industrial Park\Bluff City Industrial Park.dwg, 17:20:18, 03/03/2020, 11

Project Location Map



- PROPERTY LINE
- PROPOSED 4" HMA PAVEMENT
- LANDSCAPE PKWY

Project Data

- Total Acres = 8.35 Acres
- Parking Stalls = 6
- Accessible Stalls = 1
- Ex Bldg. Floor Area Ratio = 2.1%
- Prop. Trailer Floor Area Ratio = 0.6%
- No. Employees = 5



CALL JULIE 1-800-892-0123
with the following:
COUNTY: KANE/COOK
CITY: BARTLETT

48 hours before you dig
Notifying the City and State

811 logo

PREPARED BY
BLUFF CITY MATERIALS, INC.
2252 SOUTHWIND BOULEVARD
BARTLETT, ILLINOIS
PHONE: 618-497-9700 FAX: 618-497-9860

PREPARED FOR

DATE	DESCRIPTION OF REVISION	BY

<input checked="" type="checkbox"/> DRAFT	DESIGNED BY	AKG
<input type="checkbox"/> PERMIT APPLICATION	DRAWN BY	MSD
<input type="checkbox"/> APPROVED FOR PERMITTING	DATE	11.17.16
<input type="checkbox"/> CLIENT APPROVED BY	SCALE	1"=40'

OWNER	ACTION	NOTICE
Proj Type	REAL ESTATE	
Proj #	IS14-XX	
Folder	xxx	
File	xxx	

TOLERANCES
(EXCEPT AS NOTED)

Location
BLUFF CITY INDUSTRIAL PARK
BARTLETT, IL

Title
Final PUD Plan

SHEET
1
X



Agenda Item Executive Summary

Item Name 102 Oakwood Lane Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The subject property is zoned SR-3 (Suburban Residence). The property is located in the Country Creek, Unit No. 1 Subdivision and was the former site of the Country Creek clubhouse which has since been demolished.

The Petitioner is requesting an 8 ft. variation from the 35-ft. required corner side yard to allow for the construction of a new two-story single-family home with a covered porch. This represents a 23% reduction of the required corner side yard setback. According to the Zoning Ordinance a super majority vote by the Village Board (i.e. five trustees or the Village President and four trustees) is required to grant a variation that would permit a required yard to be reduced by more than 20%.

The Petitioner will regrade the site and remove the retaining wall adjacent to the sidewalk which will improve the site vision for motorists exiting the subdivision onto S. Bartlett Road. The driveway for the new home will be located on Oakwood Ln. and the existing curb cut on S. Bartlett Rd. will be removed.

The **Zoning Board of Appeals** reviewed the variation request, conducted the public hearing and recommended **approval** at their March 5, 2020 meeting.

The **Committee of the Whole** reviewed the Petitioner's request at their meeting on March 24, 2020. The Committee forwarded the application on to the Village Board for a final vote.

ATTACHMENTS (PLEASE LIST)

PDS Memo, Ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to Approve Ordinance #20-_____ An Ordinance Granting a Corner Side Yard Variation for 102 Oakwood Lane
- Motion

Staff: Roberta Grill, Planning and Development Services Director Date: 3/25/2019

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM

20-037

DATE: March 25, 2020
TO: Paula Schumacher, Village Administrator
FROM: Roberta Grill, Planning & Development Services Director 
RE: **(#20-05) 102 Oakwood Lane**

PETITIONER

Rego Development & Realty Group Ltd of behalf of Nitaben Patel

SUBJECT SITE

102 Oakwood Lane, Lot 22 in Country Creek Unit No. 1

REQUESTS

Variation - 8 ft. reduction from the 35-ft. required corner side yard (S. Bartlett Road)

According to the Zoning Ordinance, a super majority vote by the Village Board (i.e. five trustees or the Village President and four trustees) is required to grant a variation that would permit a required yard to be reduced by more than 20%.

SURROUNDING LAND USES

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Single Family	Suburban Residential	SR-3
North	Single Family	Suburban Residential	SR-3
South	Single Family	Suburban Residential	R-4*
East	Single Family	Suburban Residential	SR-3
West	Forest Preserve	Open Space	P-1

*unincorporated DuPage County

DISCUSSION

1. The subject property is zoned SR-3 (Suburban Residence). The property is Lot 22 in the Country Creek Unit No. 1 Subdivision.

2. When Country Creek Unit No. 1 Subdivision was recorded in 1970, Lots 22-25 were the site of the former Country Creek clubhouse, parking lot and pool. The clubhouse was constructed prior to the subdivision being recorded and did not meet the 35-foot building setback. The clubhouse was located 16.61 feet from Oakwood Ln. and 23.95 feet from S. Bartlett Rd. Variations were never sought to permanently change the setbacks of Lot 22 to bring the clubhouse building into conformance.
3. Rego Development & Realty Group Ltd. purchased the four lots in 2013 and demolished the clubhouse and pool (2014) and built single-family homes on Lots 24 and 25 (2015).
4. The current owner purchased Lot 22 from Rego Development Group in February 2020 and is proposing to construct a two-story single-family home. The proposed house meets the 35-foot building setback however the covered porch is setback 27.3 feet from the corner side setback (S. Bartlett Road). The Zoning Ordinance requires that covered porches meet the building setback.
5. The Petitioner is requesting an 8 ft. variation from the 35-ft. required corner side yard to allow for the construction of a new two-story single-family home with a covered porch. This represents a 23% reduction of the required corner side yard setback. *According to the Zoning Ordinance a super majority vote by the Village Board (i.e. five trustees or the Village President and four trustees) is required to grant a variation that would permit a required yard to be reduced by more than 20%.*
6. The Petitioner will regrade the site and remove the retaining wall adjacent to the sidewalk which will improve the site vision for motorists exiting the subdivision onto S. Bartlett Road. The driveway for the new home will be located on Oakwood Ln. and the existing curb cut on S. Bartlett Rd. will be removed.
7. The proposed impervious surface ratio of this lot is 28% which meets the 35% maximum impervious surface for a lot of this size.
8. If the variation is approved, the Petitioner could then apply for a building permit for the proposed single-family home.

RECOMMENDATION

1. The **Zoning Board of Appeals** reviewed the Petitioner's variation request, conducted the public hearing and recommended **approval** at their March 5, 2020 meeting based upon the following Findings of Fact:
 - A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular

hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

- B. That conditions upon which the petition for the variation are based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.
 - C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.
 - D. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.
 - E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
 - F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
 - G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.
2. The **Committee of the Whole** reviewed the Petitioner's request at their meeting on March 24, 2020. The Committee forwarded the application on to the Village Board for a final vote.
 3. The Ordinance approving the variation request is attached for your review and consideration.

kms/attachments

x:\comdev\mem2020\037_102oakwood_patel_vb.docx

ORDINANCE 2020 - _____

**AN ORDINANCE GRANTING A CORNER SIDE YARD VARIATION FOR
102 OAKWOOD LANE**

WHEREAS, a public hearing has heretofore been held by the Bartlett Zoning Board of Appeals (the "Zoning Board") on March 5, 2020 pursuant to public notice as required by law, with respect to the petition (Case #20-05) of Rego Development & Realty Group Ltd. on behalf of Nitaben Patel (the "Owner") for an eight (8) foot variation from the required thirty-five (35) foot corner side yard (the "Variation") to allow for the construction of a two-story single-family home at 102 Oakwood Lane in the SR-3, Suburban Residence, Zoning District;

WHEREAS, the Zoning Board of Appeals has recommended approval of the variation to the corporate authorities; and

WHEREAS, the corporate authorities have determined that it is in the public interest to grant the zoning relief requested;

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

SECTION ONE: The corporate authorities hereby make the following findings of fact:

- A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
- B. That conditions upon which the petition for a variation is based are unique to the property for which the variation are sought and are not applicable, generally, to other property within the same zoning classifications.
- C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.

- D. That the alleged difficulty or hardship is caused by the provision of the Zoning Ordinance and has not been created by any person presently having an interest in the property.
- E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
- F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
- G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.

SECTION TWO: An eight (8) foot variation from the required thirty-five (35) foot corner side yard to allow for the construction of a two-story single-family home, in the SR-3, Suburban Residence, Zoning District, is hereby granted for 102 Oakwood Lane, Bartlett, Illinois, legally described as:

LOT 22 IN COUNTRY CREEK UNIT NO. 1, BEING A SUBDIVISION OF PART OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 3, 1973 AS DOCUMENT R70-17515, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 01-02-301-001

(the "Property"), subject to the findings of fact in Section One and the condition set forth in Section Three of this Ordinance.

SECTION THREE: All structures to be built upon the Property shall be built in strict compliance with the Bartlett Building Code.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: this 7th day of April 2020

APPROVED: this 7th day of April 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 Ordinance 2020-_____, enacted on April 7, 2020 and approved on April 7, 2020 as the same appears in the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk



Agenda Item Executive Summary

Item Name 2020/21 Budget Adoption Committee or Board Board

BUDGET IMPACT

Amount: \$72,039,934 Budgeted N/A

List what fund All Funds

EXECUTIVE SUMMARY

The Village Board reviewed the fiscal year 2020/21 proposed budget at the March 3rd and March 24th Finance Committee meetings. Adjustments to decrease the proposed budget total \$326,975. Hiring, training, and capital equipment purchases will be put on hold as much as possible for six months due to the uncertainty of the pandemic. The budgeted expenditures total \$72,039,934. A public hearing will be conducted on April 7, 2020.

ATTACHMENTS (PLEASE LIST)

Memo
Resolution

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2020-_____, a resolution adopting the Fiscal 2020/21 Budget in the amount of \$72,039,934.

Staff: Todd Dowden, Finance Director Date: 03/31/20

Village of Bartlett
Finance Department Memo
2020 - 05

DATE: March 31, 2020
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: 2020/21 Budget Approval

The Village Board reviewed the fiscal year 2020/21 budget at the March 3rd and March 24th Finance Committee meetings. The March 24th meeting was conducted remotely due to the COVID-19 pandemic. The pandemic has caused uncertainty in all areas of the budget. A memo was sent out on March 24th with estimates of how revenue could be impacted along with steps being taken to keep expenditures to a minimum. These steps include halting expenditures for six months related to hiring, training, and capital equipment purchases. These steps will be reassessed as more information becomes available. With this in mind, we are proposing the budget be approved with the following adjustments:

1. Personnel: Hiring three new police officers, a new accountant, an open planner position, and interns will be delayed for a reduction of \$247,225.
2. Police Department: The materials and supplies, automotive supplies, and office supplies lines have been reduced by a total of \$22,700. Capital outlay for equipment has been reduced by \$2,050 for the arson investigation kit and one handheld thermal imager.
3. Public Works: Services to maintain streets, street light maintenance, materials and supplies, engineering services, and automotive supplies have been reduced by a total of \$55,000 across the streets, water, and sewer departments.
4. Golf Fund: All golf expenses will be assessed on a monthly basis as the opening of the course and the food and beverage events are being dictated by the pandemic restrictions. All machinery and equipment purchases will be delayed and alternative options will be explored.

Some expenditures should not be delayed. This includes police equipment and training to be paid for with equitable sharing funds, the Planning and Development Services permitting software, Central Services disaster recovery upgrades and a Central Services GPS receiver. Professional development expenditures including fees for Dr. Juzwin counseling services, the Northwest Multi-Regional Training membership, and the continued Public Services Institute for Streets and Water supervisors.

Attached is the budget resolution to adopt the FY 2020/21 budget. A Public Hearing will be conducted on April 7th, 2020. Budgeted expenditures total \$72,039,934.

MOTION: I move to approve Resolution 2020_____, a resolution adopting the Fiscal Year 2020/21 Budget in the amount of \$72,039,934.

RESOLUTION 2020- -R

**A RESOLUTION ADOPTING THE VILLAGE OF BARTLETT BUDGET
FOR FISCAL YEAR 2020/2021**

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

SECTION ONE: That the Budget for the Village of Bartlett for the Fiscal Year beginning May 1, 2020 and ending April 30, 2021 is hereby adopted in the aggregate sum of \$72,039,934 after a Public Hearing was held on April 7, 2020, pursuant to a notice published in the Daily Herald on March 18, 2020.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 7, 2020

APPROVED: April 7, 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- -R enacted on April 7, 2020, and approved on April 7, 2020, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name: 2020 Crack Sealing Project Committee or Board: Village Board

BUDGET IMPACT			
Amount:	\$ 75,000.00	Budgeted	\$ 75,000.00
List what fund	MFT Funds		
EXECUTIVE SUMMARY			
<p>On March 5, 2020 a <i>Notice to Bidders</i> was published in the IDOT Bulletin and the Village web site, soliciting bids for the 2020 Crack Sealing Project. This project consists of routing and sealing of curb line and pavement cracks. Four bid packets were distributed to prospective bidders. Bids were due no later than March 20, 2020 at 10:15 AM., Four bid packets were returned.</p> <p>Denler, Inc. submitted the low bid of \$70,500.00 for this project. Denler, Inc has not worked in the Village before. References have been checked and have been found to had a favorable job performance rating.</p> <p>I have attached a bid tally sheet for your review. There is a budget of \$75,000.00 for this project in the 2020 budget.</p>			
ATTACHMENTS (PLEASE LIST)			
Memo, Bid Tab, Resolution, Contract			

ACTION REQUESTED

For Discussion Only _____

Resolution X

Ordinance _____

MOTION: I MOVE TO APPROVE RESOLUTION 2020-____-R, A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND DENLER, INC. FOR THE 2020 CRACK SEALING PROJECT

Staff: Bob Allen Date: April 7, 2020
Village Engineer



VILLAGE OF BARTLETT

2020 CRACK SEALING PROGRAM
BID TABULATION
 March 20, 2020

				Engineers Estimate		Denler Construction 19148 S. 104th Ave. Mokena IL. 60448		Patriot Pavement 825 Seegers Rd. Des Plaines IL. 60016		SKC Construction Inc. P.O. Box 503 West Dundee, IL. 60118		Behm Pavement Maintenance Inc. 3010 Rt. 176 Crystal Lake IL. 60014	
Item No.	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	ROUTING AND CRACK SEALING	LB	62,500	\$1.20	\$75,000.00	\$1.128	\$ 70,500.00	\$1.130	\$ 70,625.00	\$1.169	\$73,062.50	\$1.888	\$118,000.00
	AS READ					\$70,500.00		\$70,625.00		\$73,062.50		\$74,250.00	
	TOTAL				\$75,000.00	\$70,500.00		\$70,625.00		\$73,062.50		\$118,000.00	

MEMO

Date: March 26, 2020

To: Paula Schumacher, Village Administrator

From: Dan Dinges, Public Works Director

Re: *2020 Crack Sealing Project Bid Opening*

On March 5, 2020 a *Notice to Bidders* was published in the IDOT Bulletin and the Village web site, soliciting bids for the 2020 Crack Sealing Project. This project consists of routing and sealing of curb line and pavement cracks. Four bid packets were distributed to prospective bidders. Bids were due no later than March 20, 2020 at 10:15 AM., Four bid packets were returned.

Denler, Inc. submitted the low bid of \$70,500.00 for this project. Denler, Inc has not worked in the Village before. References have been checked and have been found to have a favorable job performance rating.

I have attached a bid tally sheet for your review.
There is a budget of \$75,000.00 for this project in the 2020 budget.

Based upon the bid submitted, I recommend the bid be awarded to Denler, Inc.

Please place this on the next available Board Agenda.

**MOTION: I MOVE TO APPROVE RESOLUTION 2020-____, A RESOLUTION APPROVING
OF AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND DENELER, INC. FOR
THE 2020 CRACK SEALING PROJECT**

RESOLUTION 2020 - ___ - R

A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND DENLER, INC. FOR THE 2020 CRACK SEALING PROJECT

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

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

Denler, Inc. (the "Contractor") at the unit pricing set forth in its bid, which when applied to the estimated quantities for the Project Work, total \$70,500.00.

SECTION TWO: That the 2020 Crack Sealing Project Agreement between the Village of Bartlett and the Contractor for the Project Work, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement"), is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED April 7, 2020.

APPROVED April 7, 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 - ___-R, enacted on April 7, 2020, and approved on April 7, 2020, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



PROPOSAL SUBMITTED BY		
Denler, Inc		
Contractor's Name		
20502 Cherry Hill Rd.		
Street		P.O. Box
Joliet	IL	60433
City	State	Zip Code

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

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE 2020 CRACK SEALING
 SECTION NO. 20-00000-02-GM
 TYPES OF FUNDS MFT

SPECIFICATIONS (required)

PLANS (required)

CONTRACT BOND (when required)

For Municipal Projects
 Submitted/Approved/Passed

Mayor President of Board of Trustees Municipal Official

Date

Department of Transportation
 Concurrence in approval of award

Regional Engineer

Date

For County and Road District Projects
 Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Exp. 11-30-2020

Signature: _____

County COOK / DU PAGE / KANE
Local Public Agency VILLAGE OF BARTLETT
Section Number 20-00000-02-GM
Route 2020 CRACK SEALING

1. THIS AGREEMENT, made and concluded the 7 th day of April 2020,
Month and Year
between the VILLAGE of BARTLETT
acting by and through its VILLAGE PRESIDENT AND BOARD OF TRUSTEES known as the party of the first part, and
Denler, Inc. his/their executors, administrators, successors or assigns,
known as the party of the second part.

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

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 20-00000-02-GM, in The VILLAGE OF BARTLETT, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.

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

Attest: _____ Clerk By _____

(Seal) _____
(If a Corporation)

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

Attest: _____
Secretary

Partners doing Business under the firm name of

Party of the Second Part
(If an individual)

Party of the Second Part



Agenda Item Executive Summary

Item Name: 2020 MFT-Various Streets Project Committee or Board: Village Board

BUDGET IMPACT

Amount:	\$ 2,270,000.00	Budgeted	\$ 2,270,000.00
---------	-----------------	----------	-----------------

List what fund	MFT Funds
----------------	-----------

EXECUTIVE SUMMARY

On March 5, 2020 a *Notice to Bidders* was published in the IDOT Bulletin and the Village web site, soliciting bids for the 2020 MFT Various Streets Project. This project consists of removing and replacing sidewalk, curb and gutter, driveway aprons, pavement patching, milling and asphalt resurfacing. Nine bid packets were distributed to prospective bidders. Bids were due no later than March 20, 2020 at 10:00 AM., Six bid packets were returned.

Brothers Asphalt Paving Inc. submitted the low bid of \$1,650,403.44 for this project. Brothers Asphalt Paving has worked in the Village in prior years on several other projects. Brothers Asphalt Paving performed the work well and we were satisfied with the quality of the completed project. There is a budget of \$2,270,000.00 for this project in the 2020 budget.

ATTACHMENTS (PLEASE LIST)

Memo, Bid Tab, Resolution, Contract

ACTION REQUESTED

For Discussion Only _____

Resolution X_____

Ordinance _____

MOTION: I MOVE TO APPROVE RESOLUTION 2020-_____-R, A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND BROTHERS ASPHALT PAVING INC. FOR THE 2020 MFT VARIOUS STREETS PROJECT.

Staff: Bob Allen

Date: April 7, 2020

Village Engineer

MEMO

Date: March 26, 2020

To: Paula Schumacher, Village Administrator

From: Dan Dinges, Public Works Director

Re: *2020 MFT Various Streets Project Bid Opening*

On March 5, 2020 a *Notice to Bidders* was published in the IDOT Bulletin and the Village web site, soliciting bids for the 2020 MFT Various Streets Project. This project consists of removing and replacing sidewalk, curb and gutter, driveway aprons, pavement patching, milling and asphalt resurfacing. Nine bid packets were distributed to prospective bidders. Bids were due no later than March 20, 2020 at 10:00 AM., Six bid packets were returned.

Brothers Asphalt Paving Inc. submitted the low bid of \$1,650,403.44 for this project. Brothers Asphalt Paving has worked in the Village in prior years on several other projects. Brothers Asphalt Paving performed the work well and we were satisfied with the quality of the completed project.

I have attached a bid tally sheet for your review.

There is a budget of \$2,270,000.00 for this project in the 2020 budget.

Based upon the bid submitted, I recommend the bid be awarded to Brothers Asphalt Paving Inc.

Please place this on the next available Board Agenda.

MOTION: I MOVE TO APPROVE RESOLUTION 2020-____, A RESOLUTION APPROVING OF AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND BROTHERS ASPHALT PAVING INC. FOR THE 2020 MFT-VARIOUS STREETS PROJECT

RESOLUTION 2020 - ___ - R

**A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE
VILLAGE OF BARTLETT AND BROTHERS ASPHALT PAVING INC.
FOR THE 2020 VARIOUS STREETS PROJECT**

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

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

Brothers Asphalt Paving Inc. (the "Contractor") at the unit pricing set forth in its bid, which when applied to the estimated quantities for the Project Work, total \$1,650,403.44.

SECTION TWO: That the 2020 Various Streets Project Agreement between the Village of Bartlett and the Contractor for the Project Work, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement"), is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED April 7, 2020.

APPROVED April 7, 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 - ___-R, enacted on April 7, 2020, and approved on April 7, 2020, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Local Public Agency
Formal Contract

PROPOSAL SUBMITTED BY		
Brothers Asphalt Paving Inc.		
Contractor's Name		
315 S. Stewart Ave.		
Street		P.O. Box
Addison	IL	60101
City	State	Zip Code

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

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE 2020 MFT VARIOUS STREETS
 SECTION NO. 20-00000-01-GM
 TYPES OF FUNDS MFT

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

For Municipal Projects
 Submitted/Approved/Passed

Mayor President of Board of Trustees Municipal Official

Date

Department of Transportation
 Concurrence in approval of award

Regional Engineer

Date

For County and Road District Projects
 Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Exp. 11-30-2020

Signature: _____

County COOK / DU PAGE / KANE
Local Public Agency VILLAGE OF BARTLETT
Section Number 20-00000-01-GM
Route 2020 VARIOUS STREETS

1. THIS AGREEMENT, made and concluded the 7 th day of April 2020,
Month and Year
between the VILLAGE of BARTLETT
acting by and through its VILLAGE PRESIDENT AND BOARD OF TRUSTEES known as the party of the first part, and
Brothers Asphalt Paving Inc. his/their executors, administrators, successors or assigns,
known as the party of the second part.

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

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 20-00000-01-GM, in The VILLAGE OF BARTLETT, approved by the Illinois Department of Transportation on 3-3-20, are essential documents of this
Date
contract and are a part hereof.

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

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

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

Attest: _____
Secretary

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



Agenda Item Executive Summary

Item Name 2020 Concrete Replacement Project Committee or Board Village Board

BUDGET IMPACT

Amount: \$ 84,875.00 Budgeted \$ 100,000.00

List what fund MFT Funds

EXECUTIVE SUMMARY

This project is the annual sidewalk and misc. concrete replacement project which includes the removal and replacement of sidewalk and curb throughout the Village. This work includes repair to sidewalks that have been damaged due to tree roots pushing up the walk and trench settlements causing trip hazards.

On March 5, 2020 a *Notice to Bidders* was published in the IDOT Bulletin and the Village website, soliciting bids for the 2020 Concrete Replacement Project. Bids were due no later than March 20, 2020 at 10:30 AM., Four bid packets were returned.

Globe Constriction Inc. submitted the low bid of \$84,875.00 for this project. The budget amount for this project is \$100,000.00.

ATTACHMENTS (PLEASE LIST)

Memo, Bid Tab, Resolution, Contract

ACTION REQUESTED

For Discussion Only _____

Resolution X

Ordinance _____

MOTION: I MOVE TO APPROVE RESOLUTION 2020-____-R, A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND GLOBE CONSTRUCTION INC. FOR THE 2020 CONCRETE REPLACEMENT PROJECT.

Staff: Bob Allen Date: April 7, 2020
Village Engineer

MEMO

Date: March 26, 2020

To: Paula Schumacher, Village Administrator

From: Dan Dinges, Public Works Director

Re: *2020 Concrete Replacement Project Bid Opening*

This project is the annual sidewalk and misc. concrete replacement project which includes the removal and replacement of sidewalk and curb throughout the Village. This work includes repair to sidewalks that have been damaged due to tree roots pushing up the walk and trench settlements causing trip hazards.

On March 5, 2020 a *Notice to Bidders* was published in the IDOT Bulletin and the Village website, soliciting bids for the 2020 Concrete Replacement Project. Bids were due no later than March 20, 2020 at 10:30 AM., Four bid packets were returned.

Globe Constriction Inc. submitted the low bid of \$84,875.00 for this project. The budget amount for this project is \$100,000.00.

I have attached a bid tally sheet for your review.

Based upon the bid submitted, I recommend the bid be awarded to Globe Constriction Inc.

Please place this on the next available Board Agenda.

MOTION: I MOVE TO APPROVE RESOLUTION 2020-_____, A RESOLUTION APPROVING OF AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND GLOBE CONSTRUCTION, INC. FOR THE 2020 CONCRETE REPLACEMENT PROJECT

RESOLUTION 2020 - ___ - R

**A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE
VILLAGE OF BARTLETT AND GLOBE CONSTRUCTION INC.
FOR THE 2020 CONCRETE REPLACEMENT PROJECT**

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

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

Globe Construction Inc. (the "Contractor") at the unit pricing set forth in its bid, which when applied to the estimated quantities for the Project Work, total \$ 84,875.00

SECTION TWO: That the 2020 Concrete Replacement Project Agreement between the Village of Bartlett and the Contractor for the Project Work, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement"), is hereby approved.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED April 7, 2020.

APPROVED April 7, 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 -___-R, enacted on April 7, 2020, and approved on April 7, 2020, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



PROPOSAL SUBMITTED BY		
Globe Construction Inc.		
Contractor's Name		
1781 Armitage Ct.		
Street		P.O. Box
Addison	IL	60101
City	State	Zip Code

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

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE 2020 Concrete Replacement
 SECTION NO. 20-00000-05-GM
 TYPES OF FUNDS MFT

SPECIFICATIONS (required)

PLANS (required)

CONTRACT BOND (when required)

For Municipal Projects
 Submitted/Approved/Passed

Mayor President of Board of Trustees Municipal Official

Date

Department of Transportation

Concurrence in approval of award

Regional Engineer

Date

For County and Road District Projects
 Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Exp. 11-30-2020

Signature: _____

County COOK / DU PAGE / KANE
Local Public Agency VILLAGE OF BARTLETT
Section Number 20-00000-05-GM
Route 2020 Concrete Replacement

1. THIS AGREEMENT, made and concluded the 7 th day of April 2020,
Month and Year
between the VILLAGE of BARTLETT
acting by and through its VILLAGE PRESIDENT AND BOARD OF TRUSTEES known as the party of the first part, and
Globe Construction Inc. his/their executors, administrators, successors or assigns,
known as the party of the second part.

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

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 20-00000-05-GM, in The VILLAGE OF BARTLETT, approved by the Illinois Department of Transportation on 3-3-20, are essential documents of this
Date
contract and are a part hereof.

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

Attest: _____ The VILLAGE of BARTLETT
Clerk By _____
Party of the First Part

(Seal) _____
(If a Corporation)

Corporate Name _____

By _____
President Party of the Second Part

(If a Co-Partnership)

Attest: _____
Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



Agenda Item Executive Summary

Item Name 2020 Water Main Replacement Project Committee or Board Village Board

BUDGET IMPACT			
Amount:	\$ 1,107,606.50	Budgeted	\$ 1,200,000.00
List what fund	Water Fund		

EXECUTIVE SUMMARY

On March 5, 2020 a *Notice to Bidders* was published in the IDOT Bulletin and the Village website soliciting bids for the 2020 Water Main Project. This project consists of replacing 5,700 feet of existing water main with a new water main on Brookside Dr., Redwood Ln., West Country Dr., Clover Ct. and Oakwood Ln. Twenty-three bid packets were distributed to prospective bidders. Bids were due no later than March 26, 2020 at 10:00 AM., eleven bid packets were returned. The bids range from a high of \$1,936,353.10 to the low of \$1,107,606.50.

Gerardi Sewer and Water Co. submitted the low bid of \$1,107,606.50 for this project. Gerardi Sewer & Water had worked for the Village last year with very good results. We feel they can adequately perform this work. I have attached a bid tally sheet for your review.

The budget amount from the water fund is \$1,200,000.00 that will be used to pay for this project. The remaining money will be returned to the water fund to be used at a later date.

ATTACHMENTS (PLEASE LIST)

Memo, Bid Tab, Resolution, Agreement

ACTION REQUESTED

For Discussion Only _____

Resolution X_____

Ordinance _____

MOTION: I MOVE TO APPROVE RESOLUTION 2020-____-R, A RESOLUTION APPROVING OF THE 2020 WATER MAIN REPLACEMENT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND GERARDI SEWER AND WATER CO.

Staff: Bob Allen Date: April 7, 2020
Village Engineer

MEMO

Date: March 26, 2020

To: Paula Schumacher, Village Administrator

From: Dan Dinges, Public Works Director

Re: *2020 Main Replacement Project Bid Opening*

On March 5, 2020 a *Notice to Bidders* was published in the IDOT Bulletin and the Village web site soliciting bids for the 2020 Water Main Project. This project consists of replacing 5700 feet of existing water main with a new water main on Brookside Dr., Redwood Ln., West Country Dr., Clover Ct. and Oakwood Ln. Twenty-three bid packets were distributed to prospective bidders. Bids were due no later than March 26, 2020 at 10:00 AM., eleven bid packets were returned. The bids range from a high of \$1,936,353.10 to the low of \$1,107,606.50.

Gerardi Sewer and Water Co. submitted the low bid of \$1,107,606.50 for this project. Gerardi Sewer & Water had worked for the Village last year with very good results. We feel they can adequately perform this work. I have attached a bid tally sheet for your review.

The budget amount from the water fund is \$1,200,000.00 that will be used to pay for this project. The remaining money will be returned to the water fund to be used at a later date.

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

MOTION: I MOVE TO APPROVE RESOLUTION 2020-_____, A RESOLUTION APPROVING OF AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND GERARDI SEWER AND WATER CO. FOR THE 2020 WATER MAIN REPLACEMENT PROJECT



VILLAGE OF BARTLETT
2020 Water Main Replacement
 BID TABULATION
 March 20, 2020

SHEET 1

Item No.	Items	Unit	Quantity	GERARDI SEWER & WATER		STARK & SONS TRENCHING		J. CONGDON SEWER SERVICE		VIAN CONSTRUCTION CO.		PATNICK CONST. CO.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	WATER MAIN D.I.P., CLASS 52, 6 INCH	FT	5735	\$72.00	\$412,920.00	\$68.20	\$391,127.00	\$108.00	\$619,380.00	\$73.00	\$418,655.00	\$67.00	\$384,245.00
2	D.I.P. 11" BEND, MJ - 6"	EA	6	\$80.00	\$480.00	\$262.00	\$1,572.00	\$50.00	\$300.00	\$245.00	\$1,470.00	\$230.00	\$1,380.00
3	D.I.P. 22" BEND, MJ - 6"	EA	10	\$90.00	\$900.00	\$262.00	\$2,620.00	\$50.00	\$500.00	\$245.00	\$2,450.00	\$230.00	\$2,300.00
4	D.I.P. TEE, (6x6x6) MJ - 6"	EA	5	\$350.00	\$1,750.00	\$405.00	\$2,025.00	\$50.00	\$250.00	\$390.00	\$1,950.00	\$355.00	\$1,775.00
5	D.I.P. 45" BEND, MJ - 6"	EA	16	\$100.00	\$1,600.00	\$251.00	\$4,016.00	\$50.00	\$800.00	\$245.00	\$3,920.00	\$230.00	\$3,680.00
6	FIRE HYD. W/ AUX VALVE & VALVE BOX	EA	16	\$5,000.00	\$80,000.00	\$4,300.00	\$68,800.00	\$5,000.00	\$80,000.00	\$4,260.00	\$68,160.00	\$5,417.00	\$86,672.00
7	6" GATE VALVE & VAULT, TY "A" (5' DIA.) WITH TYPE 1 FRAME AND CLOSED LID	EA	17	\$4,500.00	\$76,500.00	\$3,880.00	\$65,960.00	\$3,000.00	\$51,000.00	\$3,400.00	\$57,800.00	\$3,300.00	\$56,100.00
8	PRESSURE CONNECTION 6"	EA	3	\$2,000.00	\$6,000.00	\$4,500.00	\$13,500.00	\$1,500.00	\$4,500.00	\$5,820.00	\$17,460.00	\$6,100.00	\$18,300.00
9	CONNECTION TO EXISTING WATER MAIN	EA	3	\$2,000.00	\$6,000.00	\$3,700.00	\$11,100.00	\$1,500.00	\$4,500.00	\$1,800.00	\$5,400.00	\$3,250.00	\$9,750.00
10	WATER SERVICE BOX	EA	115	\$50.00	\$5,750.00	\$80.00	\$6,800.00	\$50.00	\$5,750.00	\$100.00	\$11,500.00	\$50.00	\$5,750.00
11	DOM. WATER SERVICE CONN. (S) 1"	EA	52	\$1,200.00	\$62,400.00	\$1,325.00	\$68,900.00	\$2,300.00	\$119,600.00	\$1,300.00	\$67,600.00	\$1,900.00	\$98,800.00
12	DOM. WATER SERVICE CONN. (L) 1"	EA	63	\$2,150.00	\$135,450.00	\$1,845.00	\$116,235.00	\$2,500.00	\$157,500.00	\$1,650.00	\$103,950.00	\$2,670.00	\$168,210.00
13	GRANULAR TRENCH BACKFILL	CY	5500	\$1.00	\$5,500.00	\$25.00	\$137,500.00	\$0.01	\$55.00	\$31.00	\$170,500.00	\$27.00	\$148,500.00
14	ABANDON AND PLUG EXISTING WATER MAIN	EA	4	\$500.00	\$2,000.00	\$3,400.00	\$13,600.00	\$500.00	\$2,000.00	\$1,600.00	\$6,400.00	\$1,100.00	\$4,400.00
15	ABANDONING VALVE VAULTS	EA	15	\$275.00	\$4,125.00	\$300.00	\$4,500.00	\$250.00	\$3,750.00	\$400.00	\$6,000.00	\$350.00	\$5,250.00
16	ABANDONING FIRE HYDRANTS	EA	16	\$600.00	\$9,600.00	\$275.00	\$4,400.00	\$300.00	\$4,800.00	\$300.00	\$4,800.00	\$350.00	\$5,600.00
17	WATER MAIN QUALITY STORM SEWER 12"	FT	240	\$64.00	\$15,360.00	\$79.00	\$18,960.00	\$60.00	\$14,400.00	\$72.00	\$17,280.00	\$45.00	\$10,800.00
18	WATER MAIN QUALITY STORM SEWER 15"	FT	75	\$90.00	\$6,750.00	\$88.00	\$6,600.00	\$65.00	\$4,875.00	\$78.00	\$5,850.00	\$60.00	\$4,500.00
19	WATER MAIN QUALITY STORM SEWER 18"	FT	30	\$110.00	\$3,300.00	\$89.00	\$2,670.00	\$70.00	\$2,100.00	\$82.00	\$2,460.00	\$125.00	\$3,750.00
20	WATER MAIN QUALITY STORM SEWER 24"	FT	15	\$165.00	\$2,475.00	\$110.00	\$1,650.00	\$90.00	\$1,350.00	\$163.00	\$2,445.00	\$150.00	\$2,250.00
21	JACKING AND RECEIVING PIT	EA	2	\$2,000.00	\$4,000.00	\$8,000.00	\$16,000.00	\$3,000.00	\$6,000.00	\$18,000.00	\$36,000.00	\$33,640.00	\$67,280.00
22	STEEL CASING PIPE (IN PLACE) 16"	FT	80	\$550.00	\$44,000.00	\$300.00	\$24,000.00	\$175.00	\$14,000.00	\$390.00	\$31,200.00	\$305.00	\$24,400.00
23	INLET FILTERS	EA	32	\$10.00	\$320.00	\$160.00	\$5,120.00	\$25.00	\$800.00	\$140.00	\$4,480.00	\$10.00	\$320.00
24	AGGREGATE FOR TEMPORARY ACCESS	TON	200	\$1.00	\$200.00	\$0.10	\$20.00	\$8.00	\$1,600.00	\$20.00	\$4,000.00	\$1.00	\$200.00
25	PCC SIDEWALK REMOVE & REPLACE	SF	1200	\$8.00	\$9,600.00	\$9.50	\$11,400.00	\$8.00	\$9,600.00	\$9.00	\$10,800.00	\$9.50	\$11,400.00
26	REM & REPL.COMB. CONC. CURB & GUTTER	FT	200	\$40.00	\$8,000.00	\$34.00	\$6,800.00	\$40.00	\$8,000.00	\$42.00	\$8,400.00	\$45.00	\$9,000.00
27	PCC DRIVE REMOVE AND REPLACE	SF	2342	\$8.50	\$19,907.00	\$12.00	\$28,104.00	\$8.50	\$19,907.00	\$9.00	\$21,078.00	\$10.00	\$23,420.00
28	HMA DRIVEWAY REMOVE AND REPLACE	SY	210	\$24.00	\$5,040.00	\$48.00	\$10,080.00	\$38.00	\$7,980.00	\$38.00	\$7,980.00	\$36.00	\$7,560.00
29	HMA PARTIAL DEPTH BINDER PATCH, 2"	SY	4890	\$13.80	\$67,482.00	\$16.00	\$78,240.00	\$12.75	\$62,347.50	\$18.00	\$88,020.00	\$16.00	\$78,240.00
30	HMA PARTIAL DEPTH SURFACE PATCH, 2"	SY	4890	\$10.75	\$52,567.50	\$14.00	\$68,460.00	\$9.65	\$47,188.50	\$15.00	\$73,350.00	\$13.00	\$63,570.00
31	TREE TRUNK PROTECTION	EA	88	\$75.00	\$6,600.00	\$180.00	\$15,840.00	\$25.00	\$2,200.00	\$140.00	\$12,320.00	\$75.00	\$6,600.00
32	TREE ROOT PRUNING	EA	88	\$95.00	\$8,360.00	\$20.00	\$1,760.00	\$65.00	\$5,720.00	\$190.00	\$16,720.00	\$45.00	\$3,960.00
33	TOPSOIL 4" FURNISH AND PLACE	SY	2500	\$4.50	\$11,250.00	\$9.00	\$22,500.00	\$4.50	\$11,250.00	\$6.00	\$15,000.00	\$5.00	\$12,500.00
34	SODDING, SALT TOLERANT (SPECIAL)	SY	2,500	\$8.00	\$20,000.00	\$28.50	\$71,250.00	\$8.00	\$20,000.00	\$8.00	\$20,000.00	\$10.00	\$25,000.00
35	PERIMETER EROSION BARRIER	FT	120	\$3.00	\$360.00	\$1.00	\$120.00	\$2.00	\$240.00	\$5.00	\$600.00	\$10.00	\$1,200.00
36	SUPPLEMENTAL WATERING	UNIT	10	\$1.00	\$10.00	\$660.00	\$6,600.00	\$1.00	\$10.00	\$480.00	\$4,800.00	\$3.00	\$30.00
37	DUST CONTROL	UNIT	150	\$1.00	\$150.00	\$1.50	\$225.00	\$1.00	\$150.00	\$100.00	\$15,000.00	\$30.00	\$4,500.00
38	TRAFFIC CONTROL AND PROTECTION	LS	1	\$10,000.00	\$10,000.00	\$39,000.00	\$39,000.00	\$62,000.00	\$62,000.00	\$32,000.00	\$32,000.00	\$50,000.00	\$50,000.00
39	INFORMATION SIGN	EA	3	\$300.00	\$900.00	\$1,500.00	\$4,500.00	\$250.00	\$750.00	\$800.00	\$2,400.00	\$275.00	\$825.00
	AS READ TOTAL				\$1,107,606.50		\$1,352,654.00		\$1,357,153.00		\$1,380,198.00		
	TOTAL				\$1,107,606.50		\$1,352,654.00		\$1,357,153.00		\$1,380,198.00		\$1,412,017.00

Item No.	JOHN NERI CONST. CO. 770 FACTORY RD. ADDISON IL 60101		MARTAM CONSTRUCTION 1200 GASKET DRIVE ELGIN, IL 60120		C. SZABO CONTRACTING 331 ELLIOT AVE. WEST CHICAGO IL 60185		PERFORMANCE CONST.&ENG. 217 W. JOHN ST. PLANO IL 60545		A/LAMP CONCRETE CONTR. 1900 WRIGHT BLVD. SCHAUMBURG IL 60193		COPENHAVER CONSTRUCTION 75 KOPPIE DRIVE GILBERTS IL 60136		Unit Price	Total
	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	\$110.50	\$633,717.50	\$83.00	\$476,005.00	\$122.33	\$701,562.55	\$73.00	\$418,655.00	\$82.00	\$470,270.00	\$113.00	\$648,055.00		
2	\$300.00	\$1,800.00	\$250.00	\$1,500.00	\$50.00	\$300.00	\$250.00	\$1,500.00	\$650.00	\$3,900.00	\$500.00	\$3,000.00		
3	\$300.00	\$3,000.00	\$250.00	\$2,500.00	\$50.00	\$500.00	\$250.00	\$2,500.00	\$650.00	\$6,500.00	\$400.00	\$4,000.00		
4	\$400.00	\$2,000.00	\$350.00	\$1,750.00	\$100.00	\$500.00	\$800.00	\$4,000.00	\$750.00	\$3,750.00	\$600.00	\$3,000.00		
5	\$200.00	\$3,200.00	\$250.00	\$4,000.00	\$50.00	\$800.00	\$450.00	\$7,200.00	\$500.00	\$8,000.00	\$400.00	\$6,400.00		
6	\$6,400.00	\$102,400.00	\$5,100.00	\$81,600.00	\$4,824.69	\$77,195.04	\$6,000.00	\$96,000.00	\$7,000.00	\$112,000.00	\$6,700.00	\$107,200.00		
7	\$5,200.00	\$88,400.00	\$4,200.00	\$71,400.00	\$3,909.29	\$66,457.83	\$5,000.00	\$85,000.00	\$6,000.00	\$102,000.00	\$4,900.00	\$83,300.00		
8	\$6,500.00	\$19,500.00	\$5,600.00	\$16,800.00	\$1,000.00	\$3,000.00	\$1,850.00	\$5,550.00	\$3,500.00	\$10,500.00	\$2,100.00	\$6,300.00		
9	\$1,800.00	\$5,400.00	\$2,800.00	\$8,400.00	\$1,000.00	\$3,000.00	\$500.00	\$1,500.00	\$2,500.00	\$7,500.00	\$4,900.00	\$14,700.00		
10	\$100.00	\$11,500.00	\$120.00	\$13,800.00	\$50.00	\$5,750.00	\$100.00	\$11,500.00	\$300.00	\$34,500.00	\$100.00	\$11,500.00		
11	\$1,400.00	\$72,800.00	\$2,400.00	\$124,800.00	\$1,969.73	\$102,425.96	\$2,000.00	\$104,000.00	\$2,500.00	\$130,000.00	\$2,700.00	\$140,400.00		
12	\$1,850.00	\$116,550.00	\$3,200.00	\$201,600.00	\$2,175.79	\$137,074.77	\$2,500.00	\$157,500.00	\$3,000.00	\$189,000.00	\$3,600.00	\$226,800.00		
13	\$1.00	\$5,500.00	\$26.00	\$143,000.00	\$1.00	\$5,500.00	\$30.00	\$165,000.00	\$20.00	\$110,000.00	\$0.01	\$55.00		
14	\$750.00	\$3,000.00	\$1,800.00	\$7,200.00	\$1,301.00	\$5,204.00	\$500.00	\$2,000.00	\$2,000.00	\$8,000.00	\$700.00	\$2,800.00		
15	\$400.00	\$6,000.00	\$500.00	\$7,500.00	\$400.00	\$6,000.00	\$350.00	\$5,250.00	\$400.00	\$6,000.00	\$300.00	\$4,500.00		
16	\$800.00	\$12,800.00	\$600.00	\$9,600.00	\$500.00	\$8,000.00	\$350.00	\$5,800.00	\$650.00	\$10,400.00	\$800.00	\$12,800.00		
17	\$68.00	\$16,320.00	\$81.00	\$19,440.00	\$52.00	\$12,480.00	\$70.00	\$16,800.00	\$75.00	\$18,000.00	\$115.00	\$27,600.00		
18	\$85.00	\$6,375.00	\$88.00	\$6,600.00	\$64.00	\$4,800.00	\$100.00	\$7,500.00	\$80.00	\$6,000.00	\$137.00	\$10,275.00		
19	\$95.00	\$2,850.00	\$115.00	\$3,450.00	\$88.00	\$2,640.00	\$110.00	\$3,300.00	\$95.00	\$2,850.00	\$143.00	\$4,290.00		
20	\$125.00	\$1,875.00	\$185.00	\$2,775.00	\$125.93	\$1,888.95	\$150.00	\$2,250.00	\$105.00	\$1,575.00	\$168.00	\$2,520.00		
21	\$15,000.00	\$30,000.00	\$9,200.00	\$18,400.00	\$13,040.00	\$26,080.00	\$40,000.00	\$80,000.00	\$5,000.00	\$10,000.00	\$11,300.00	\$22,600.00		
22	\$275.00	\$22,000.00	\$320.00	\$25,600.00	\$195.00	\$15,600.00	\$600.00	\$48,000.00	\$450.00	\$36,000.00	\$275.00	\$22,000.00		
23	\$150.00	\$4,800.00	\$150.00	\$4,800.00	\$150.00	\$4,800.00	\$225.00	\$7,200.00	\$10.00	\$320.00	\$40.00	\$1,280.00		
24	\$20.00	\$4,000.00	\$20.00	\$4,000.00	\$14.25	\$2,850.00	\$10.00	\$2,000.00	\$1.00	\$200.00	\$20.00	\$4,000.00		
25	\$9.50	\$11,400.00	\$8.00	\$9,600.00	\$7.46	\$8,952.00	\$8.50	\$10,200.00	\$8.00	\$9,600.00	\$12.00	\$14,400.00		
26	\$35.00	\$7,000.00	\$42.00	\$8,400.00	\$35.64	\$7,128.00	\$35.00	\$7,000.00	\$45.00	\$9,000.00	\$35.00	\$7,000.00		
27	\$10.00	\$23,420.00	\$8.00	\$18,736.00	\$9.00	\$21,078.00	\$9.50	\$22,249.00	\$8.00	\$18,736.00	\$9.00	\$21,078.00		
28	\$52.00	\$10,920.00	\$55.00	\$11,550.00	\$48.22	\$10,126.20	\$38.00	\$7,980.00	\$45.00	\$9,450.00	\$48.00	\$10,080.00		
29	\$20.00	\$97,800.00	\$15.00	\$73,350.00	\$30.63	\$149,780.70	\$17.00	\$83,130.00	\$23.00	\$112,470.00	\$25.00	\$122,250.00		
30	\$18.00	\$88,020.00	\$20.50	\$100,245.00	\$25.00	\$122,250.00	\$14.00	\$68,460.00	\$25.00	\$122,250.00	\$15.00	\$73,350.00		
31	\$95.00	\$8,360.00	\$100.00	\$8,800.00	\$65.00	\$5,720.00	\$75.00	\$6,800.00	\$10.00	\$880.00	\$60.00	\$5,280.00		
32	\$110.00	\$9,680.00	\$100.00	\$8,800.00	\$85.00	\$7,480.00	\$95.00	\$8,360.00	\$10.00	\$880.00	\$30.00	\$2,640.00		
33	\$6.00	\$15,000.00	\$6.00	\$15,000.00	\$6.49	\$16,225.00	\$6.50	\$16,250.00	\$3.00	\$7,500.00	\$4.00	\$10,000.00		
34	\$12.00	\$30,000.00	\$9.00	\$22,500.00	\$10.00	\$25,000.00	\$7.00	\$17,500.00	\$15.00	\$37,500.00	\$6.00	\$15,000.00		
35	\$5.00	\$600.00	\$10.00	\$1,200.00	\$5.00	\$600.00	\$15.00	\$1,800.00	\$3.00	\$360.00	\$5.00	\$600.00		
36	\$25.00	\$250.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$20.00	\$200.00	\$1.00	\$10.00	\$0.01	\$0.10		
37	\$5.00	\$750.00	\$1.00	\$150.00	\$15.00	\$2,250.00	\$25.00	\$3,750.00	\$1.00	\$150.00	\$50.00	\$7,500.00		
38	\$12,500.00	\$12,500.00	\$45,000.00	\$45,000.00	\$18,000.00	\$18,000.00	\$104,000.00	\$104,000.00	\$180,000.00	\$180,000.00	\$276,000.00	\$276,000.00		
39	\$400.00	\$1,200.00	\$200.00	\$600.00	\$350.00	\$1,050.00	\$500.00	\$1,500.00	\$1,500.00	\$4,500.00	\$600.00	\$1,800.00		
	\$1,492,687.50		\$1,581,451.00		\$1,591,049.10		\$1,598,784.00		\$1,800,551.00		\$1,936,353.10			
	\$1,492,687.50		\$1,581,451.00		\$1,591,049.10		\$1,598,784.00		\$1,800,551.00		\$1,936,353.10			

RESOLUTION 2020 - _____

**A RESOLUTION APPROVING OF 2020 WATER MAIN
REPLACEMENT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND
GERARDI SEWER & WATER CO.**

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

SECTION ONE: The 2020 Water Main Replacement Agreement dated April 7, 2020, between Gerardi Sewer & Water Co. and the Village of Bartlett, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 7, 2020

APPROVED: April 7, 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 - _____ enacted on April 7, 2020, and approved on April 7, 2020, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**2020 WATER MAIN REPLACEMENT
PROJECT AGREEMENT**

This Water Main Replacement Project Agreement (the "Agreement") is entered this 7th day of April, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Gerardi Sewer & Water Co. (the "Contractor") (collectively, the "Parties").

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

Project Work.

a. For the improvements of the installation of approximately 5700 feet of 6-inch water main on four streets in the Village of Bartlett. The water main installation will include fire hydrants, valves and vaults, service connections, and abandoning the existing water main. Other work related to the installation of the water main, there will be directional boring, pressure testing and chlorination, storm sewer, curb, sidewalk, pavement removal and replacement and restoration. All Project Work shall be performed in strict compliance with the below defined Contract Documents.

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

Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before August 30, 2020.

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

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

2. Neither Owner nor Engineer guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

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

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

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

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

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

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

(v) Certified Payrolls (defined below)

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

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

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

be signed and notarized; (2) Certified Payrolls; and (3) such additional documentation and/or information requested by the Village relative to said payment.

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

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

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

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

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

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

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

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

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

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

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

1. Commercial General and Umbrella Liability Insurance.

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: liability arising out of the Project Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

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

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

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

2. Continuing Completed Operations Liability Insurance.

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

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

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

3. Business Auto Liability Insurance.

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

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

4. Workers Compensation and Employees Liability Insurance.

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

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

5. Excess Umbrella Liability Insurance Coverage.

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

6. General Insurance Provisions.

a. Evidence of Insurance

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

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

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

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

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

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

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

b. Acceptability of Insurers

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

c. Cross-Liability Coverage

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

d. Deductibles and Self-Insured Retentions

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

e. The Village Shall Not Waive Any Rights of Subrogation

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

f. Failure to Comply with Insurance Reporting Provisions

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

g. All Insurance Obtained Shall Apply Separately to Each Insured

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

h. Insurance Requirements cannot be Waived

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

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

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

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

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums.

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

j. Notice of Personal Injury or Property Damage

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

k. Subcontractors

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

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

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

J. Default.

In the event of default hereunder, the non-defaulting party shall be entitled to all

remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph "L" below.

L. Limitation on the Owner's Liability.

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

M. Hazardous Substances.

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

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

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

N. Delays in Project Work.

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

If the Contractor, but for a delay not within the Contractor's control, would have

completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

O. Change Orders.

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

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

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

Q. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village, Engineer, nor Consultant shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the

Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

R. Exhibits and Contract Documents.

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

S. Assumption of Liability.

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

T. Severability

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

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

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

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

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

W. Clean Air Act and Federal Water Pollution Control Act

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

X. Removal and Disposal

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

Y. Work by Trade Unions

If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

Z. Illinois Human Rights Act.

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

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

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

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

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

obligations thereunder.

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

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

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

Z-1. Guarantee.

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

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

Z-2 Miscellaneous.

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

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

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

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

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

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

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

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

VILLAGE OF BARTLETT:

Gerardi Sewer & Water Co.

By: _____
Kevin Wallace
Village President

By: _____
Title: _____

Attest:

By: _____
Lorna Giless, Village Clerk

Attest:

Title: _____

Date: _____

Date: _____



Agenda Item Executive Summary

Item Name: Approval of a Bike/Ped Plan Agreement with CMAP
Committee or Board: Board

BUDGET IMPACT

Amount:	\$15,000	Budgeted	N/A
List what fund	General		

EXECUTIVE SUMMARY

The Village applied for assistance from the Chicago Metropolitan Agency for Planning (CMAP) through their Local Technical Assistance program (LTA) for the creation of a Bicycle and Pedestrian Plan. The Village of Streamwood applied for the assistance through the same program for the same Plan, so CMAP approached both Villages about doing a joint, multi-jurisdictional Bicycle and Pedestrian Plan through the LTA Program. The creation of this Plan will assist in the Village in achieving goals from the Strategic Plan.

The joint plan will be created to plan for the most effective and preferred path system through both Villages. The consultant will utilize their own technical knowledge, Village Staff, public officials and open public meetings to create this plan that will benefit the entire area.

CMAP has drafted an Intergovernmental Agreement, which is attached for review, initially the Plan was thought to be CMAP Staff-led, however, upon further review, CMAP thought it would be best to hire a consultant for the project due to its size and scope. The Village's local share for the cost of hiring a consultant is expected to be \$15,000. The funds would be due to CMAP by November, 2020. Both Villages will enter into a separate IGA for their respective partnership with CMAP.

RECOMMENDATION

Staff recommends passing of the Resolution and entering into an Intergovernmental Agreement with CMAP for the creation of the Bike/Ped Plan.

ATTACHMENTS (PLEASE LIST)

Memo
Resolution
Agreement

ACTION REQUESTED

- For Discussion Only
- ✓ Resolution
- Ordinance
- ✓ Motion: I MOVE TO APPROVE RESOLUTION 2020- _____-R, A RESOLUTION APPROVING OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND THE CHICAGO METROPOLITAN AGENCY FOR PLANNING TO DEVELOP A MULTI-JURISDICTIONAL BICYCLE AND PEDESTRIAN PLAN

Staff: Dan Dinges, Director of Public Works
Date: 3/9/2020

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: **Approval of a Bike/Ped Plan Agreement with CMAP**
Date: March 9, 2020

BACKGROUND

The Village applied for assistance from the Chicago Metropolitan Agency for Planning (CMAP) through their Local Technical Assistance program (LTA) for the creation of a Bicycle and Pedestrian Plan. The Village of Streamwood applied for the assistance through the same program for the same Plan, so CMAP approached both Villages about doing a joint, multi-jurisdictional Bicycle and Pedestrian Plan through the LTA Program. The creation of this Plan will assist in the Village in achieving goals from the Strategic Plan.

The joint plan will be created to plan for the most effective and preferred path system through both Villages. The consultant will utilize their own technical knowledge, Village Staff, public officials and open public meetings to create this plan that will benefit the entire area.

CMAP has drafted an Intergovernmental Agreement, which is attached for review, initially the Plan was thought to be CMAP Staff-led, however, upon further review, CMAP thought it would be best to hire a consultant for the project due to its size and scope. The Village's local share for the cost of hiring a consultant is expected to be \$15,000. The funds would be due to CMAP by November, 2020. Both Villages will enter into a separate IGA for their respective partnership with CMAP.

RECOMMENDATION

Staff recommends passing of the Resolution and entering into an Intergovernmental Agreement with CMAP for the creation of the Bike/Ped Plan.

MOTION

I MOTION TO APPROVE RESOLUTION #2020- _____-R, A RESOLUTION APPROVING OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND THE CHICAGO METROPOLITAN AGENCY FOR PLANNING TO DEVELOP A MULTI-JURISDICTIONAL BICYCLE AND PEDESTRIAN PLAN

RESOLUTION 2020 - ____-R

A RESOLUTION APPROVING OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND THE CHICAGO METROPOLITAN AGENCY FOR PLANNING TO DEVELOP A MULTI-JURISDICTIONAL BICYCLE AND PEDESTRIAN PLAN

WHEREAS, the Chicago Metropolitan Agency for Planning (“CMAP”), is authorized to study public transportation problems and developments; and to conduct, in cooperation with other public and private agencies, such studies; and

WHEREAS, CMAP has the power to spend funds for use in connection with these studies; and

WHEREAS, CMAP has the power to make and execute all contracts and other instruments necessary or convenient to the exercise of its powers; and

WHEREAS, approval for said funds will impose certain financial obligations upon the Village of Bartlett in the amount of \$15,000 of the project budget of \$150,000;

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 preambles of this Resolution are hereby incorporated into this text as if set out herein in full.

SECTION TWO: The Intergovernmental Agreement dated April 7, 2020 between the Village of Bartlett and the Chicago Metropolitan Agency for Planning (“CMAP”) for the Local Technical Assistance to develop a Multi-jurisdictional Bicycle and Pedestrian Plan (the “Agreement”), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION THREE: 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 FOUR: That the Village President is authorized to furnish such additional information, assurances, certifications and amendments as CMAP may require in connection with this Intergovernmental Agreement.

SECTION FIVE: That the Village President is authorized and directed to take such action as is necessary or appropriate to implement, administer and enforce said Intergovernmental Agreement and all subsequent amendments thereto on behalf of the Village of Bartlett.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: **April 7, 2020**

APPROVED: **April 7, 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 - _____ - R enacted on April 7, 2020, and approved on April 7, 2020, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Part 1: Scope/Compensation/Term

1. Scope of Services and Responsibilities. CMAP and the GOVERNMENTAL BODY agree as specified in Part 3.

2. Compensation and Method of Payment. Compensation (if any) shall be as specified in Part 4. Payment will be made within thirty (30) days of receipt of invoice unless there is a discrepancy regarding the invoice. Transfer of funds shall be made electronically. CMAP certifies the following information:

Bank Name: BMO Harris

Telephone No.: 877-895-3275

Account No.:2033876

Bank ACH Routing No.: 071000288

CMAP email address for confirmation: accounting@cmap.illinois.gov

3. Tax Identification Number.

CMAP certifies that:

- a) The number shown on this form is a correct taxpayer identification, **and**
- b) It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified CMAP that it is no longer subject to backup withholding, **and**
- c) It is a U.S. entity (including a U.S. resident alien).

Name: Chicago Metropolitan Agency for Planning

Taxpayer Identification Number: 13-4331367

DUNS No.: 06-858-7112

Legal Status: Local Government

4. Term of Agreement. The term of this Agreement shall be five (5) years from the date of execution unless terminated earlier as provided for in Paragraph 11 "Termination" herein.

5. Amendments. All changes to this Agreement must be mutually agreed upon by CMAP and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

Part 2: General Conditions

The following are general conditions of approval, procedural guidelines, and specific terms of Agreement to which all projects are subject. Signatories of this Agreement certify that these general conditions will be adhered to unless amended in writing.

1. Complete Agreement. This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and the GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications regarding this PROJECT. The validity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions of this Agreement

- a) CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by the GOVERNMENTAL BODY or to future performance of such terms or conditions and the GOVERNMENTAL BODY's obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.
- b) CMAP and the GOVERNMENTAL BODY assume no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by both parties are expressly stated in this Agreement.
- c) Changes: CMAP and the GOVERNMENTAL BODY may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, CMAP shall promptly notify the GOVERNMENTAL BODY and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties.
- d) Changes to any portion of this Agreement shall not be binding upon CMAP and the GOVERNMENTAL BODY except when specifically confirmed in writing by an authorized representative of CMAP and an authorized representative of the GOVERNMENTAL BODY.
- e) For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.

2. Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

3. Availability of Appropriation (30 ILCS 500/20-60). This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. The GOVERNMENTAL

BODY will be notified in writing of the failure of appropriation or of a reduction or decrease in appropriation.

4. Allowable Charges. No expenditures or charges shall be included in the cost of the PROJECT that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP and the GOVERNMENTAL BODY; (ii) not directly for carrying out the PROJECT; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of CMAP who have not been appointed specifically for the purposes of directing the PROJECT, who devote official time directly to the PROJECT under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the PROJECT are maintained by CMAP may be considered as proper costs of the PROJECT to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.

5. Audits. The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY reserve the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.

6. Access to Records. CMAP and the GOVERNMENTAL BODY shall maintain, for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:

- a) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- b) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
- c) CMAP shall include in all subcontracts, if any, under this Agreement a provision that CMAP and the GOVERNMENTAL BODY will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:
 - 1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - 2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

7. Procurement Procedures. All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and

free competition. The GOVERNMENTAL BODY and CMAP shall also meet the following minimum procedural requirements.

- a) Subcontracting: Subcontracting, assignment or transfer of all or part of the interests of CMAP concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the GOVERNMENTAL BODY.
- b) Procurement of Goods or Services: For purchases of products or services with any Agreement funds that cost more than \$2,500 but less \$10,000, CMAP shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of \$10,000 will require CMAP to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures the procedures of CMAP will be used. CMAP may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) after solicitation of a number of sources, competition is determined inadequate.
- c) Records. CMAP and the GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
- d) No CMAP or GOVERNMENTAL BODY employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.

8. Equipment Inventory. An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP and the GOVERNMENTAL BODY.

9. Method of Payment. PROJECT expenditures are paid directly from federal, state funds or other funds. Because CMAP is responsible for obtaining federal reimbursement for PROJECT expenditures when applicable, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support PROJECT-related expenditures.

10. Suspension. If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement, pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with Paragraph 11 "Termination" herein.

11. Termination.

- a) This Agreement may be terminated in whole or in part in writing by CMAP or the GOVERNMENTAL BODY for its convenience (hereinafter termed "Termination for Convenience"), provided that the terminating party provides not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate to the respective address set forth on the signature page of this Agreement.
- b) Upon notice of termination by either party, CMAP shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make

available to the GOVERNMENTAL BODY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAP in performing this Agreement, whether completed or in process.

- c) **No Further Liability.** Each party agrees that the rights of termination hereunder are absolute and it has no right to a continued relationship with the other after termination (except as expressly stated herein). Neither party shall incur any liability whatsoever for any damage, loss or expense of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement by such party that complies with the terms of the Agreement whether or not such party is aware of any such damage, loss or expense.

12. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.

13. Equal Employment Opportunity. The GOVERNMENTAL BODY and CMAP will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights. In connection with the execution of this Agreement, the GOVERNMENTAL BODY and CMAP shall not discriminate against any employee or an applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. The GOVERNMENTAL BODY and CMAP shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY and CMAP shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. Small and Minority Business Enterprise. In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting CMAP's commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for work under this Agreement.

15. Political Activity. No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

16. Prohibited Interest.

1. No officer or employee of CMAP or the GOVERNMENTAL BODY and no member of its governing body and no other public official of any locality in which the PROJECT objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in

any decision relating to any contract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such contract or in the work to be performed under any such subcontract.

2. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
3. The GOVERNMENTAL BODY and CMAP warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP or the GOVERNMENTAL BODY shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

17. Conflict of Interest. In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY and CMAP agree during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP or the GOVERNMENTAL BODY. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

18. Ownership of Documents/Title of Work. All documents, data and records produced by the GOVERNMENTAL BODY or CMAP in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation. All documents, data and records utilized in performing research shall be available for examination by CMAP or the GOVERNMENTAL BODY upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP or the GOVERNMENTAL BODY, be appropriately arranged, indexed and delivered to CMAP or the GOVERNMENTAL BODY.

19. Publication. CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The GOVERNMENTAL BODY and CMAP shall include provisions appropriate to effectuate the purpose of this clause in all contracts for work under this Agreement.

20. Confidentiality Clause. Except as required pursuant to a validly issued subpoena, lawful request by a governmental entity or any applicable laws, including without limitation any Federal or State Freedom of Information Acts, any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY or CMAP pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP or the GOVERNMENTAL BODY. All information secured in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or the GOVERNMENTAL BODY. Nothing in these restrictions interfere with the lawful obligation to respond to FOIA requests.

21. Reporting/Consultation. The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement. CMAP shall consult with and keep the GOVERNMENTAL BODY fully informed as to the progress of all matters covered by this Agreement.

22. Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within CMAP or the GOVERNMENTAL BODY offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."

23. Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

24. Independent Contractors. Contractor's relationship to CMAP and the GOVERNMENTAL BODY in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under the contractor's exclusive direction and control and shall be employees of contractor and not employees of CMAP or the GOVERNMENTAL BODY. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters

25. Federal, State and Local Laws. CMAP and the GOVERNMENTAL BODY warrant that in the performance of this Agreement they shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, CMAP and the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The CMAP or the GOVERNMENTAL BODY'S failure to comply shall constitute a material breach of this contract.

26. Hold Harmless and Indemnity. Each party to this Agreement shall indemnify, defend and hold harmless the other party to this Agreement, and its officers, officials, directors, employees, volunteers and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the respective party and its officers, officials, directors, employees, agents, volunteers, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

27. Equal Employment Opportunities -- Affirmative Action Sexual Harassment. CMAP and the GOVERNMENTAL BODY must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

28. International Boycott. The GOVERNMENTAL BODY and CMAP certify that neither or any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

29. Forced Labor. The GOVERNMENTAL BODY and CMAP certify it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP or the GOVERNMENTAL BODY under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

30. Subcontracts. Any subcontractors or outside associates or contractors required by CMAP in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during procurement negotiations. Contractors and subcontractors, and any substitutions in or additions to such subcontractors, associates or contractors, will be subject to the prior approval of CMAP and the GOVERNMENTAL BODY.

All contracts and subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.

The Contractor, if any, may not subcontract services agreed to under this Agreement without prior written approval of CMAP and the GOVERNMENTAL BODY.

Part 3: Responsibilities

The GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP, the following:

1. Project Charter. The PROJECT and all work performed by CMAP will be consistent with the Project Charter included herein as "ATTACHMENT 1". Changes to the project charter must be jointly agreed to by CMAP and the GOVERNMENTAL BODY.

2. Scope of Work. Following enacting this IGA, CMAP and GOVERNMENTAL BODY will jointly determine and document the PROJECT scope of work, timelines, public engagement schedules, commitment of non-staff resources by either CMAP or the GOVERNMENTAL BODY, and other elements prior to beginning the work outlined in the scope of work. CMAP may also request GOVERNMENTAL BODY assistance to establish expectations and performance goals for the PROJECT and process. Said scope of work shall be finalized and mutually agreed to by both parties prior to beginning work.

- a) CMAP and GOVERNMENTAL BODY shall jointly agree to changes to PROJECT scope or timelines; CMAP may discontinue the PROJECT if major deviations, changes, or expansions of scope or schedule occur.
- b) All work performed by LTA staff must be related to the scope of work.

3. Roles and Relationship. CMAP and the GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP the following:

- a) CMAP shall assign staff to work with local governments and the community as part of the Local Technical Assistance program.

- b) GOVERNMENTAL BODY shall assign a lead person to be the main point of contact for LTA staff.
- c) CMAP staff will report on the overall scope of work and day-to-day activities to the GOVERNMENTAL BODY.
- d) Assigned staff are CMAP employees and CMAP is responsible for evaluating their performance.
- e) CMAP management, in addition to the CMAP staff assigned to the PROJECT, may periodically check-in (frequency to be determined based on need) with GOVERNMENTAL BODY.
- f) CMAP is responsible for assigning relevant LTA staff to work on the PROJECT (based on availability, skills, familiarity with the area, and subject matter expertise).
- g) GOVERNMENTAL BODY understands that CMAP assistance is provided as a means of advancing the implementation of ON TO 2050 the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties.

4. Access to resources. LTA staff will have full access to CMAP data and other resources, including specialized CMAP staff (for advanced mapping, data, outreach, communications, or topic-specific expertise). The GOVERNMENTAL BODY will provide CMAP access to data as follows:

- a) The GOVERNMENTAL BODY will provide access to relevant staff who will need to be involved in the PROJECT, and will ensure that they allocate sufficient time to the PROJECT.
- b) The GOVERNMENTAL BODY will provide access to all relevant internal data, reports, and other information necessary to successfully complete the PROJECT.
- c) The GOVERNMENTAL BODY's leadership (key staff, planning commissioners, board members, other elected officials, other decision-makers) commits to participate in the PROJECT and allocate sufficient time at meetings (Plan Commission meetings, GOVERNMENTAL BODY meetings, etc.) to ensure due consideration so the PROJECT is successful.

5. Demonstration of local support. GOVERNMENTAL BODY agrees to provide an inclusive, open, safe and welcoming environment in which to conduct meetings and outreach events.

- a) The GOVERNMENTAL BODY shall be responsible for working with CMAP to identify members for a steering committee or similar oversight group.
- b) If public outreach is a component of the PROJECT, the GOVERNMENTAL BODY agrees to participate in public outreach and engagement efforts; including assisting in dissemination of PROJECT and meeting information, attending and assisting at public meetings, and providing key stakeholder contact information.

6. Project management and review. CMAP will have lead responsibility for project management. CMAP shall in all reasonable ways coordinate and work with the GOVERNMENTAL BODY staff as the PROJECT proceeds. The GOVERNMENTAL BODY in all reasonable ways shall cooperate with CMAP and the consultant, if any. CMAP shall require the consultant, if any, to provide the GOVERNMENTAL BODY with all of the consultants' deliverables, if any; at the same time they are delivered to CMAP. CMAP and GOVERNMENTAL BODY shall notify the other of all scheduled PROJECT related meetings with the consultant, if any, to enable the other to attend the meetings if desired.

- a) Allocation of CMAP staff to the PROJECT will vary over time based on project timeline and work needs.
- b) In order to maintain PROJECT progress and momentum, the GOVERNMENTAL BODY agrees to review and provide feedback on PROJECT deliverables in a timely manner, in accordance with the agreed upon timelines.
- c) GOVERNMENTAL BODY agrees to make best faith effort to adopt and implement the completed plan within agreed upon timelines.

Part 4. Local Contribution

The GOVERNMENTAL BODY will be responsible for a contribution in the amount of \$15,000 which will be deposited in the Local Technical Assistance Contribution Fund.

The Local Technical Assistance Contribution Fund supports the development and promotion of the goals and policies of the Regional Comprehensive Plan. The contribution shall be expended to address the development and transportation challenges in the northeastern Illinois region and to support those functions and programs consistent with the Regional Planning Act (70 ILCS 1707). This includes but is not limited to technical assistance programs, policy development, research and data collection, public engagement, and planning in areas such as land use, housing, economic development, preservation of natural resources, transportation, water supply, flood control, sewers, and governance in the form of model ordinances and best practices that may be enacted by local governments.

CMAP will invoice the GOVERNMENTAL BODY and the payment will be due on November 1, 2020. The invoice will be sent to the person listed on "ATTACHMENT 2" herein.

ATTACHMENT 1:

Project Charter

Project Title: Bartlett and Streamwood Bicycle and Pedestrian Plan	CMAP Project Number: 802
Applicant: Village of Bartlett and Village of Streamwood	
Assistance Description: CMAP will provide technical assistance to the Villages of Bartlett and Streamwood to develop a bicycle and pedestrian plan which incorporates the regional ON TO 2050 principles of resilience, inclusive growth and prioritized investment.	
Project Type: Transportation Project Sub-type: Bicycle and Pedestrian	Assistance Type: Consultant Project Project Size: Large
Est. Project Kick-off (month/year): July 2020	Est. Project Duration (max months): 18
Est. Project Completion (month/year): January 2022	Community Cohort: 1
Local Contribution Amount: \$15,000 from each the Village of Bartlett and the Village of Streamwood	Local Contribution Due Date (mm/dd/yyyy): 11/01/2020
Project Description <u>Phases of Work:</u> The project activities will occur in five phases. 1) <i>Project orientation</i> ; 2) <i>Community outreach</i> ; 3) <i>Existing conditions analysis</i> ; 4) <i>Plan development</i> ; and 5) <i>Plan review and adoption</i> <u>Key Topics:</u> The bicycle and pedestrian plan will explore topics including bicycle and pedestrian safety; access to transit; safe routes to school; complete streets; promoting active transportation; and access to area parks and open space. <u>ON TO 2050 recommendations incorporated (Chapter; Goal; Recommendation):</u> Mobility <ul style="list-style-type: none"> • Leverage the transportation network to promote inclusive growth - Improve access to public rights of way for pedestrians, cyclists, and people with disabilities • Improve travel safety - Invest in safe bike and pedestrian pathways to desired destinations Community <ul style="list-style-type: none"> • Support development of compact, walkable communities - Adapt the street and sidewalk to emerging developments in transportation 	
Project Goals <u>Planning:</u> <ul style="list-style-type: none"> • Inventory existing and planned bicycle and key pedestrian facilities, identify major gaps, barriers, and opportunities for new bikeways and key pedestrian connections. • Identify a complete and connected network of bikeways that will allow Bartlett and Streamwood residents to access key destinations throughout the study area by bicycle. • Identify key pedestrian improvement areas and strategies to increase pedestrian safety, comfort, and convenience. • Identify potential policies and programs to increase the awareness and recognition of bicycling and walking as viable transportation options and the incidence of walking and bicycling for both transportation and recreation among study area residents. • Identify other opportunities and strategies for supporting bicycling, walking, and other alternative transportation options, and for adapting to changing travel choices and demands <u>Outreach and Engagement:</u>	

- Conduct outreach aimed at engaging and obtaining input from local agencies, key stakeholders, and the public on existing conditions for walking and bicycling, and on needs/desires for bicycle and pedestrian improvements.

Capacity Building / Implementation:

- Provide a framework for implementation, including prioritizing projects into near-term, mid-term, and long-term options.

Project Deliverables

Existing Conditions Report: The Existing Conditions Report (ECR) will be a stand-alone product that provides an overview of existing conditions in the community and summarizes key factors influencing plan recommendations. The report will include supporting charts, maps, and other graphics.

Key Recommendations Memo: The Key Recommendations Memo will be a concise summary report that identifies draft recommendations and provides a brief discussion of why these recommendations are being considered. The memo will be an internal working document containing preliminary ideas, and is not intended for public distribution.

Bicycle and Pedestrian Plan: The primary deliverable of this project will be a bicycle and pedestrian plan. The plan document will contain recommendations for all relevant policy areas, including supporting text, charts, maps, and other graphics explaining how these recommendations were developed, and why they are important for the future. The plan will also include language concerning implementation, including descriptions of actions that should be taken to advance plan recommendations.

Assumptions:

- Applicant will provide access to relevant staff who will need to be involved in the project, and will ensure that they allocate sufficient time to the project.
- Applicant will provide access to all relevant internal data, reports, and other information necessary to successfully complete the project.
- Applicant agrees to participate in public outreach and engagement efforts.
- Applicant leadership commits to participate in the project and allocate sufficient time at meetings to ensure due consideration so the project is successful.
- After the plan is adopted, CMAP will remain involved to a limited extent to monitor and encourage progress on the implementation actions specified in the plan. CMAP staff may provide assistance on specific implementation tasks, meet periodically with the sponsor, facilitate discussions with regional and state agencies that may have a major implementation role, and similar activities.
- Participation: Village officials and staff will participate in the planning process and assist with public engagement.

Constraints:

- ROW acquisition may be needed for new bikeways.
- IDOT requirements for bikeways and pedestrian infrastructure will constrain some potential recommendations.
- Applicant will be responsible for implementation of the plan, including seeking available funding.

Charter Drafted by: Maddux, Jen

ATTACHMENT 2
Applicant Invoice Information

Name: Tyler Isham
Title: Public Works Management Analyst
Address: 228 S. Main St
City, State, Zip: Bartlett, IL, 60103
Phone: (630) 837-0811
Email: tisham@vbartlett.org



Agenda Item Executive Summary

Item Name: Approval of an Intergovernmental Agreement with the City of Elgin for the Reimbursement of Costs for the Resurfacing of Lambert Lane
 Committee or Board: Committee Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund	MFT		
EXECUTIVE SUMMARY			
<p>In the upcoming 2020/21 Fiscal Year, the Village of Bartlett plans to utilize a portion of its Motor Fuel Tax (MFT) funds for the resurfacing of Lambert Lane. Village Staff reached out to the City of Elgin to see if they had interest in resurfacing the portion of Lambert Lane that falls in their jurisdiction from Belcourt Lane to Lake Street. The City of Elgin has expressed interest in participating in reimbursing us for their share of the costs of resurfacing the road. Doing both municipalities' portions of the road at once will be more cost effective, and will bring less stress on the surrounding roads as opposed to doing one section one year, and then the other section a different year.</p> <p>The Village oversees the construction of all roads resurfaced through the MFT Program each fiscal year. If the Village Board approves the attached Intergovernmental Agreement, the Village will also observe and oversee the resurfacing of the portion of Lambert Lane within Elgin's jurisdiction in the limits addressed above. A location map is attached for your review. In the IGA, the City of Elgin will be responsible for reimbursing the Village the quantities used for their portion at the unit prices provided by the Contractor awarded the Resurfacing Contract for the Village of Bartlett.</p>			
RECOMMENDATION			
<p>Staff recommends passing of the Resolution and entering into an Intergovernmental Agreement with the City of Elgin for the reimbursement of costs for the resurfacing of Lambert Lane.</p>			
ATTACHMENTS (PLEASE LIST)			
<p>Memo Resolution Agreement</p>			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion: **MOTION TO APPROVE RESOLUTION #2020- _____-R, A RESOLUTION APPROVING OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ELGIN AND THE VILLAGE OF BARTLETT FOR THE SETTING AND SHARING OF COSTS FOR THE RESURFACING OF LAMBERT LANE IN BOTH MUNICIPALITIES**

Staff: Dan Dinges, Director of Public Works Date: 3/30/2020

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: **Approval of an Intergovernmental Agreement with the City of Elgin for the Reimbursement of Costs for the Resurfacing of Lambert Lane**
Date: March 9, 2020

BACKGROUND

In the upcoming 2020/21 Fiscal Year, the Village of Bartlett plans to utilize a portion of its Motor Fuel Tax (MFT) funds for the resurfacing of Lambert Lane. Village Staff reached out to the City of Elgin to see if they had interest in resurfacing the portion of Lambert Lane that falls in their jurisdiction from Belcourt Lane to Lake Street. The City of Elgin has expressed interest in participating in reimbursing us for their share of the costs of resurfacing the road. Doing both municipalities' portions of the road at once will be more cost effective, and will bring less stress on the surrounding roads as opposed to doing one section one year, and then the other section a different year.

The Village oversees the construction of all roads resurfaced through the MFT Program each fiscal year. If the Village Board approves the attached Intergovernmental Agreement, the Village will also observe and oversee the resurfacing of the portion of Lambert Lane within Elgin's jurisdiction in the limits addressed above. A location map is attached for your review. In the IGA, the City of Elgin will be responsible for reimbursing the Village the quantities used for their portion at the unit prices provided by the Contractor awarded the Resurfacing Contract for the Village of Bartlett.

RECOMMENDATION

Staff recommends passing of the Resolution and entering into an Intergovernmental Agreement with the City of Elgin for the reimbursement of costs for the resurfacing of Lambert Lane.

MOTION

MOTION TO APPROVE RESOLUTION #2020- _____-R, A RESOLUTION APPROVING OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ELGIN AND THE VILLAGE OF BARTLETT FOR THE SETTING AND SHARING OF COSTS FOR THE RESURFACING OF LAMBERT LANE IN BOTH MUNICIPALITIES

RESOLUTION 2020 - _____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ELGIN AND THE VILLAGE OF BARTLETT FOR THE
SETTING AND SHARING OF COSTS FOR THE RESURFACING OF LAMBERT
LANE IN BOTH MUNICIPALITIES**

WHEREAS, the Village of Bartlett and the City of Elgin (collectively known as the "Municipalities") are desirous of participating in the resurfacing of Lambert Lane between both Municipalities which would enhance the health, safety and welfare of both municipalities; and

WHEREAS, both Municipalities are provided with Motor Fuel Tax funds from the State of Illinois for repairing of local roads; and

WHEREAS, both municipalities concur that a joint resurfacing project for Lambert Lane between the communities would be beneficial as a cost-savings measure;

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 Intergovernmental Agreement Between the City of Elgin and the Village of Bartlett for the Setting and Sharing of Costs for the Resurfacing of Lambert Lane in both municipalities, a true and correct copy of which is attached hereto, be and the same is hereby approved.

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

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 7, 2020

APPROVED: April 7, 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 April 7, 2020, and approved on April 7, 2020, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ELGIN AND THE
VILLAGE OF BARTLETT FOR THE COSTS ASSOCIATED WITH THE
RESURFACING OF LAMBERT LANE**

This Agreement is entered into by and between the Village of Bartlett, a home rule municipal corporation of Cook, DuPage and Kane Counties, Illinois (the "Village"), and the City of Elgin, a home rule municipal corporation of Cook and Kane Counties, Illinois (the "City"), collectively known as the "Municipalities".

- A. The Municipalities shall approve Motor Fuel Tax (MFT) Resolutions through the Illinois Department of Transportation (IDOT).
- B. The Municipalities believe it to be in the best interest to have the entire length of Lambert Lane resurfaced from Spaulding Road to Lake Street (US Route 20) (the "Project"). The majority of which is in Bartlett's jurisdiction with the northern portion from Belcourt Lane to Route 20 within Elgin's boundaries.
- C. The Project includes removing and replacing asphalt, manhole adjustments and curb and gutter.
- D. The Village of Bartlett shall include the above referenced section in its MFT Resurfacing Project and shall select the low and responsive bidder.
- E. The Village of Bartlett shall oversee the Project and manage the Contract with the Contractor selected as part of its annual MFT Resurfacing Project.
- F. The City of Elgin shall reimburse the cost of the unit pricing for the section of Lambert Lane being resurfaced within its jurisdiction. The Village will provide the City with copies of the certified payrolls and unit pricing for the materials used. The City shall then reimburse the Village within thirty (30) days of paying the Contractor.
- G. Any amendments to this Agreement must be in writing and signed by both parties.
- H. This Agreement will be binding upon and insure to the benefit of any successor governmental entity which shall assume and perform the duties of either party without the prior written consent of the other party to this Agreement. This Agreement may not be assigned without the written consent of the non-assigning party.
- I. The invalidity of any provision of this Agreement will not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed

severable and the Agreement may be enforced with the provision severed or modified by the court.

J. This Agreement will be interpreted and construed in accordance with the laws of the State of Illinois.

K. Notices hereunder shall be made to the Manager of the municipality to which the notice is directed by personal service or certified mail, return receipt requested, delivered to the addressee only.

IN WITNESS WHEREOF, the parties hereto affixed their hands and seals pursuant to an approving resolution of the corporate authorities of the Villages.

VILLAGE OF BARTLETT

CITY OF ELGIN

Kevin Wallace
Village President

David Kaptain
Mayor

Date

Date

ATTEST:

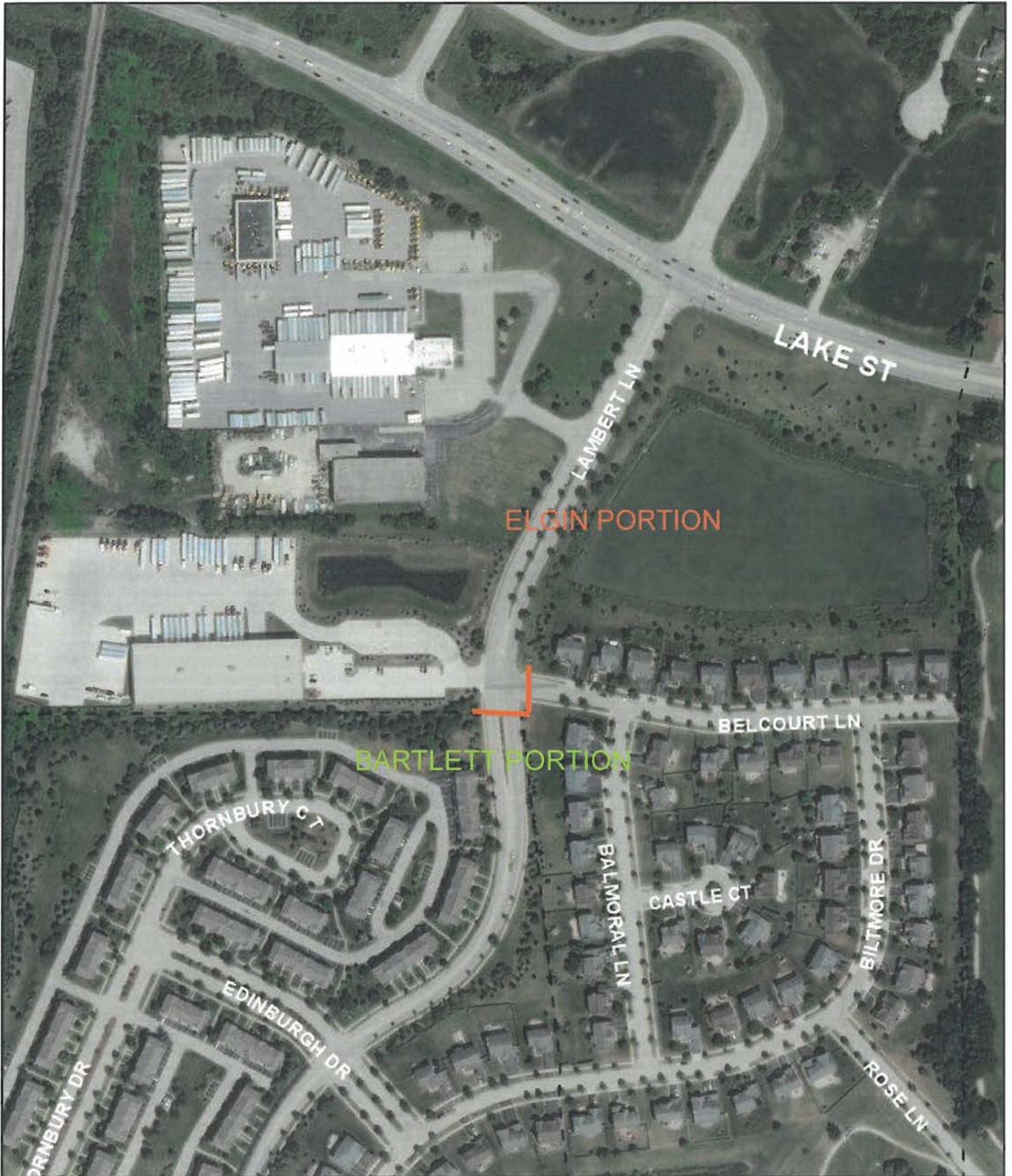
Lorna Giles
Village Clerk

Kimberly Dewis
City Clerk

Date

Date

ArcGIS Web Map



2/24/2020, 11:06:51 AM

 Municipal Boundaries

