

VILLAGE OF BARTLETT
BOARD AGENDA
APRIL 4, 2017
7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. ***CONSENT AGENDA***

All items listed with an asterisk are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*

- *6. **MINUTES:** 2017-18 Budget Public Hearing Minutes – March 21, 2017
Board and Committee Minutes – March 21, 2017
- *7. **BILL LIST:** April 4, 2017
8. **TREASURER'S REPORT:** None
9. **PRESIDENT'S REPORT:** Liquor License Renewals
10. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
11. **TOWN HALL:** (Note: Three (3) minute time limit per person)
12. **STANDING COMMITTEE REPORTS:**

A. **PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE**

- *1. Brewster Creek Industrial Park – No Parking

B. **BUILDING COMMITTEE, CHAIRMAN HOPKINS**

None

C. **FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE**

1. 2017-18 Budget Adoption Resolution
2. Cook County Minimum Wage Ordinance
3. Cook County Earned Sick Leave Ordinance
- *4. U-46 Release of School Donations
- *5. Bartlett Hills Utility Tractor Purchase

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

None

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

None

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

1. 2017 MFT - Ruzicka Field Parking Lot (previously Tabled)
- *2. 2017 MFT - Various Streets Project
- *3. 2017 MFT - Crack Sealing Project
- *4. 2017 MFT - Concrete Replacement Project
- *5. 2017 MFT - Stearns Culvert Extension Project
- *6. 2017 Jervey Lane Water Main Project
- *7. Regulation of Small Cell Facilities in Public Right-Of-Way

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



VILLAGE OF BARTLETT
PUBLIC HEARING MINUTES
March 21, 2017

1. CALL TO ORDER

President Wallace called the 2017-18 Proposed Budget Public Hearing to order on the above date at 7:00 PM in the Council Chambers.

He stated that the Certificate of Publication from the Daily Herald which evidences that the notice of this Public Hearing was duly published on March 8, 2017, which meets the statutory pre-requisites which require that the notice of the Public Hearing be published between 7 and 30 days before the Public Hearing, be entered into the record. The tentative budget has been available to the public for inspection for not less than 30 days.

2. ROLL CALL

PRESENT: Trustee Arends (via webcam), Camerer, Carbonaro, Deyne, Hopkins, Reinke, and President Wallace

ABSENT: None

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

Acting Administrator Schumacher stated that the proposed revenues for fiscal 2017-18 total \$75.5 million and includes \$27.9 million in borrowing for capital projects. The remaining revenues are divided among property taxes, other taxes, services charges and other revenue. The proposed general property tax levy is to remain flat from last year. This is the fifth consecutive year the levy has remained flat or declining. The total proposed budget for fiscal year 2017-18 is \$88.4 million. This is a 65% increase from last year. We reduced the proposed operating budget by \$66,405 for the adjustments made by the Board in the budget review. We also added \$45,000 for the Cook County issue regarding the Northwest Mosquito Abatement District.

The total operating budget is \$41.9 million which is a 3.9% increase from last year. The overall budget increase is primarily due to the increase in capital project costs including the Lake Michigan water project. The increase in the operating portion of the budget is mainly for the increase in debt service for the 2016 Police Station bonds.

Operating expenditures can be divided into five primary uses. A little over two-thirds of the operating expenditures are for public safety and public works, which includes streets,



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water, sewer and parking. The remaining third is divided among general government, golf and debt.

The Capital portion of the proposed budget is \$46.5 million. The Capital portion of the budget varies from year to year based upon the individual projects we have scheduled.

Capital projects of the budget are divided into five broad categories; water, sewer, streets, economic development, golf and other. \$19 million of the proposed capital projects in the 2017-18 budget relates to the Lake Michigan water project. \$9.6 million is related to the Police Station construction. Other projects include the annual streets maintenance program, improvements in the Brewster Creek and Bluff City TIF developments, and waste water treatment plant improvements.

President Wallace asked if any member of the public wished to offer written or oral testimony on the budget. There were none.

3. ADJOURNMENT

It was moved by Trustee Camerer to adjourn the Proposed Budget Public Hearing and seconded by Trustee Deyne.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The Public Hearing was adjourned at 7:02 p.m.

Lorna Gilles
Village Clerk



VILLAGE OF BARTLETT
BOARD MINUTES
March 21, 2017

1. CALL TO ORDER

President Wallace called the regular meeting of March 21, 2017 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

PRESENT: Trustee Arends (via webcam), Camerer, Carbonaro, Deyne, Hopkins, Reinke, and President Wallace

ABSENT: None

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

3. INVOCATION – Pastor Tim Chinn from the Village Church of Bartlett did the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

President Wallace stated that all items marked with an asterisk on the Agenda are considered to be routine and will be enacted by one motion. He further stated that there will be no separate discussion of these items unless a Board member so requests, in which event, that item will be removed from the Consent Agenda and considered at the appropriate point on the Agenda. He asked if there were any items a Board member wished to remove from the Consent Agenda, or any items a Board member wished to add to the Consent Agenda.

Trustee Reinke stated that he would like to add item 2 under the Planning & Zoning Committee (Ordinance 2017-25, an Ordinance Granting Site Plan Approval on Lot 9M in the Brewster Creek Business Park) to the Consent Agenda.

Trustee Hopkins moved to amend the Consent Agenda by adding item 2 under the Planning & Zoning Committee (Ordinance 2017-25, an Ordinance Granting Site Plan



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Approval on Lot 9M in the Brewster Creek Business Park) in addition to the items already shown on the Consent Agenda and that motion was seconded by Trustee Carbonaro.

ROLL CALL VOTE TO AMEND THE CONSENT AGENDA

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

NAYS: None

ABSENT: None

MOTION CARRIED

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

ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA

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

NAYS: None

ABSENT: None

MOTION CARRIED

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

Interim Finance Director, Todd Dowden summarized that the Motor Fuel Tax distribution through December, 2016 totaled \$97,957 which was up \$4,700. On the year, they are down \$4,000 compared to last year which is just under 1%. Municipal Sales Tax Report through November, 2016 was \$207,123 and it represented an increase of \$2,686 or 1.3% from the prior month. Year to date they are up almost \$70,000 from the prior year which is up 5%.

9. PRESIDENT'S REPORT - None
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None
11. TOWN HALL - None
12. STANDING COMMITTEE REPORTS
 - A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke presented Ordinance 2017-24, an Ordinance Amending the Bartlett Zoning Ordinance Chapter 4A: Residential Districts and Chapter 2: Rules and Definitions.



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Trustee Reinke moved to approve Ordinance 2017-24, an Ordinance Amending the Bartlett Zoning Ordinance Chapter 4A: Residential Districts and Chapter 2: Rules and Definitions and that motion was seconded by Trustee Camerer.

Trustee Carbonaro stated that he thought they needed to re-evaluate the bee keeping recommendation from the Zoning Board to a full acre of property. Since this ordinance brings it down to ¼ acre, he thought they should re-evaluate and take into consideration the Zoning Board's recommendation.

Trustee Camerer stated that he disagreed and thought staff had researched this with other cities and they know that the only reason to expand this is out of fear for no reason. He felt that they should move forward with the staff recommendations.

Trustee Hopkins agreed and stated that staff has done a remarkable job with giving the Board more information than they needed. The residents have spoke volumes about these ordinance changes and he thought they should leave it as is.

ROLL CALL VOTE TO APPROVE ORDINANCE 2017-24 AMENDING ZONING ORDINANCE CHAPTER 4A AND 2

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

NAYS: Trustee Carbonaro

ABSENT: None

MOTION CARRIED

Trustee Reinke stated that Ordinance 2017-25, an Ordinance Granting Site Plan Approval on Lot 9M in the Brewster Creek Business Park was covered and approved under the Consent Agenda.

B. BUILDING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Resolution 2017-28-R, A Resolution Approving of Disbursement Request for Payout No. 2 from the Series 2016 Project Fund, and Payout No. 1 from the General Subaccount, Totaling \$577,477.20 for Costs of Improvements for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project was covered and approved under the Consent Agenda.



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D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS

Trustee Arends stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that Ordinance 2017-29, an Ordinance Authorizing the Sale by Internet Auction of Surplus Personal Property Owned by the Village of Bartlett and Ordinance 2017-30, an Ordinance Authorizing the Sale of Personal Property Owned by the Village of Bartlett on e-Bay were covered and approved under the Consent Agenda.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that Ordinance 2017-31, an Ordinance Authorizing the Sale by Internet Auction of Surplus Personal Property Owned by the Village of Bartlett and Resolution 2017-32-R, a Resolution Approving Bridge Maintenance and Construction Engineering and Resolution 2017-33-R, a Resolution Approving Stearns Road Culvert Extension and Construction Engineering were covered and approved under the Consent Agenda.

Trustee Camerer presented Resolution 2017-26-R, a Resolution Approving Ruzicka Field Parking Lot Construction and Engineering.

Trustee Camerer moved to approve Resolution 2017-26-R, a Resolution Approving Ruzicka Field Parking Lot Construction and Engineering and that motion was seconded by Trustee Arends.

Trustee Camerer stated that he had some issues with this. He thought it was a large amount of money to be paying for the parking lot. He asked for other alternatives of which stated that it would cost more money and be a less stable paving material.

Trustee Hopkins agreed that it was a lot of money to spend on a parking lot and asked if there was any way they could do some value engineering on this or maybe do it in phases. Are there any alternatives to spending \$675,000.

Public Works Director Dan Dinges stated that you could phase it and it would be a matter of building half of it at a time. It would just be a matter of when you are doing the second half and would cost more because you have two setups.

Trustee Reinke stated that he agreed with Trustee Camerer and Trustee Hopkins.

Mr. Dinges stated that it is quite a bit of asphalt but part of it is that they are trying to avoid doing stormwater detention. It also includes curb but no lighting at this time.



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Trustee Deyne asked what the life expectancy is of this parking lot.

Mr. Dinges stated that it should go about 25 years. At that point, you may have to do some patching.

President Wallace asked when the last time was that they spent any money there.

Mr. Dinges stated that from time to time as holes were dug in the gravel, they have had to go out there and put more gravel down. The only other item that they addressed is the fence along the west side which is in need of some replacement sections. The rest of the park is maintained by baseball and football associations.

Trustee Camerer asked if they have a road grader.

Mr. Dinges stated that other than a skidster, they don't have a grater. They have a paving machine but this would be a much larger job than they could handle.

Trustee Hopkins asked if there was another kind of gravel that would be easier on vehicles.

Mr. Dinges stated that they have been using grinding's which is basically ground-up asphalt which tends to stick because it has asphalt material in it.

Trustee Arends stated that Ruzicka Field was dedicated about 27 years ago and at that time Bartlett had a huge Little League program. That program has been nothing but successful for all these years. The Village was instrumental in being able to get this land for the Little League. They have maintained that field and built their own dugout or whatever needed to be done. She thought that after all these years, the Village of Bartlett could afford to help them and give them a parking lot that won't be nickel and diming us to death and will show the pride that we have in our Little League and football programs. This would be a great gift to them and one that we could surely be proud to do for them.

President Wallace agreed. Having been in that parking lot many, many, times and almost getting the under part of his car torn off, he was amazed that we haven't been sued. He stated that it was a mess and he is amazed that kids have not been run over in the parking lot. This is an issue every weekend during the spring through the fall football season. He asked what other earmarks they have for MFT funds.

Mr. Dinges stated that they have the road program and the box culvert project.

Trustee Camerer asked how far the \$675,000 would go to paving actual roads within the town.



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Mr. Dinges stated that they typically do around \$900,000-\$1 million every year so it is three quarters of a years' worth of roads.

President Wallace asked if there was any chance it could come in at \$450,000 or \$500,000.

Mr. Dinges stated that you never know. They are trying to keep the engineering down as low as possible. They still have to get permitted through ComEd so this is not scheduled to go until late summer or fall.

Trustee Hopkins asked if this is something we could engineer in-house.

Mr. Dinges stated that it was a little bigger than what they would get involved with.

Trustee Arends stated that Bartlett Little League was the biggest, most successful Little League in the United States for quite a number of years and she was not sure if it still is. She just wanted to support them.

President Wallace stated that he does too. He entertained a motion to Table this until the next meeting.

Trustee Arends moved to Table Resolution 2017-26-R, a Resolution Approving Ruzicka Field Parking Lot Construction and Engineering and that motion was seconded by Trustee Carbonaro.

ROLL CALL VOTE TO TABLE RESOLUTION 2017-26-R APPROVING RUZICKA FIELD PARKING LOT CONSTRUCTION AND ENGINEERING UNTIL THE APRIL 4TH MEETING

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

NAYS: None

ABSENT: None

MOTION TO TABLE CARRIED

Trustee Camerer presented Ordinance 2017-27, an Ordinance Amending the Bartlett Municipal Code Regarding Water and Sewer Charges.

Interim Finance Director Todd Dowden stated that a couple of weeks ago they reviewed gearing up for the Lake Michigan water transfer and the fund balances in water and sewer and how they have been using fund balance for the last few years for capital projects and improvements on water main and sewer line rehabilitation program. This 20% increase in water is a start - \$900,000 or 70% of the increase is the beginning of the engineering of the transition to Lake Michigan water. They will need to reevaluate the rates next year



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as the IEPA loans and the DuPage Water Commission loans start to take shape. They stated earlier that the water rates would be doubling so this is just a fraction of that. The current rate is \$6.36 per thousand gallons and that will go up to \$7.64.

Based on the Sewer projects approved in the Capital Budget, a 20% increase is also proposed for the sewer rate. The capital projects to be funded are the engineering for the Devon Excess Flow Facility at \$370,000 or 58% of the increase, sewer rehabilitation program at \$64,000 and the DRSCW fee at \$70,000. The rate increase will also go towards the IEPA debt service related improvements at the Bittersweet WWTP. This increase does not include any of the approved capital projects at the Bittersweet WWTP which we plan to fund with IEPA loans. The balance at 4/30/18 is estimated to be \$599,640, which is under the minimum policy balance by \$258,206. Below is a chart that shows the impact of a 20% increase on the sewer flat charge and user charge per 1,000 gallons.

	Cook/Kane County			DuPage County		
	Current	Proposed	% Change	Current	Proposed	% Change
Flat Charge	9.21	11.05	20%	10.85	13.02	20%
User Rate	0.77	0.92	20%	1.94	2.33	20%

Below is a chart that shows the impact of the proposed changes on a monthly bill for 6,000 gallons of water with a 20% water and 20% sewer increase. The total monthly increase is \$10.42 per month in Cook and Kane Counties and \$12.19 for residents in DuPage County.

Impact of increase on Monthly Bill						
	Cook/Kane County			DuPage County		
	Current	Proposed	Change	Current	Proposed	Change
Water 20%	38.16	45.84	7.68	38.16	45.84	7.68
Sewer 20%	13.83	16.57	2.74	22.49	27.00	4.51
Total	51.99	62.41	10.42	60.65	72.84	12.19
	Percent Change		20.0%	Percent Change		20.1%

Trustee Camerer moved to approve Ordinance 2017-27, an Ordinance Amending the Bartlett Municipal Code Regarding Water and Sewer Charges and that motion was seconded by Trustee Reinke.



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ROLL CALL VOTE TO APPROVE ORDINANCE 2017-27 REGARDING WATER AND SEWER CHARGES

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

13. NEW BUSINESS

Trustee Deyne stated that they had an event at Bartlett Hills on Sunday where the bartender was overwhelmed and he complemented Mary Gearhart for keeping it all together and assisting to accommodate the crowd.

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

15. ADJOURNMENT

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

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

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 7:33 p.m.


Lorna Gilles
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
March 21, 2017**

President Wallace called the Committee of the Whole meeting to order at 7:33 p.m.

PRESENT: Trustees Arends (via webcam), Camerer, Carbonaro, Deyne, Hopkins, Reinke, President Wallace.

ABSENT: None

ALSO PRESENT: Acting Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Acting Finance Director Todd Dowden, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Grounds Superintendent Devin DeRoo, Food & Beverage Manager Paul Petersen, Chief Patrick Ullrich, Village Clerk Lorna Giless and Village Attorney Bryan Mraz.

PLANNING & ZONING COMMITTEE

Brewster Creek Industrial Park – No Parking

Public Works Director Dan Dinges stated that as a business park grew and filled out they have been seeing many additional powers parking on the roads. As trucks are consistently coming and going he felt it was time to look at no parking on the roads to keep them safe and clean. He stated that it is also a safety issue for fire trucks and police.

Trustee Reinke asked if the penalty was \$15?

Police Chief Patrick Ullrich stated that if they are going to create a new ordinance, they can make the fine at whatever the Board may choose.

Trustee Camerer verified that there is additional parking at all of the buildings and those parking on the streets are there by convenience.

Trustee Reinke stated that prohibiting parking in the draft ordinance makes a lot of sense and maybe that's a bigger question about the fines under the Village Code. He felt that they should be adjusting all the fines and whether they will be higher or lower.

Administrator Schumacher stated she will prepare a summary of tax revenue options that was requested during the budget review. They will also add a review of the parking fines to that.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
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POLICE & HEALTH COMMITTEE

New Police Building and Parking Lot

Trustee Carbonaro asked the community development director to summarize.

Community Development Director Jim Plonczynski stated that this was the long-awaited site plan and rezoning for the property across the street where there putting a parking lot and also some variations regarding the location of the parking lot, fences, etc.

He stated that the building is going to be phased-in. He spoke about some parking setback variances under the zoning district for the parking lot on Oak. He stated that it was a great looking building and the police department spent a lot of time with the architects to integrate the design into the municipal campus. He stated that the building will have 48,982 ft. in total.

Trustee Camerer stated that he understood that they were going to tear down part of the existing Police Department, he asked if they were going to renovate as much as humanly possible.

Mr. Plonczynski stated that they will try to save some of the square footage. When you renovate an existing structure, you have to bring it up to code and there are things that you have to encounter when you open up the walls - one of those things is the phone system.

Trustee Deyne asked if they will have enough parking with the lot across the street.

Mr. Plonczynski stated that they did not need any parking space variances. He stated that they needed 140 spaces and they have 153.

Trustee Deyne stated that he believed there was another vacant parcel on Oak that just came up for sale.

Mr. Plonczynski stated that when they looked at this the first time they had land appraisals done. In the past, when the Board directed them to look at purchasing this property, the seller was not interested in the price that they set as their cap.

Trustee Deyne stated that it may be beneficial to inquire about that additional parcel.

Administrator Schumacher clarified about repurposing parts of the police building. The building itself will not be repurposed because there are just too many code violations.



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Trustee Camerer stated that he was under the impression that they were going to try to do a remodel on the existing building and add a new building.

Administrator Schumacher stated that is what they looked at originally and the architects did evaluate that during the needs analysis. The number was close to \$2 million to do any kind of remodeling.

The Board spoke about the parking spaces and that they will have 153 parking spaces and the requirement is only 106.

Public Works Director Dan Dinges stated that with the DuPage Water work, the well house that is directly north will be demolished and they can look at additional parking there.

Trustee Reinke advised staff to talk to the neighbors about the project.

Chief Ullrich stated that the construction management company that they hired has offered to talk to the neighbors and be named point of contact if there are any complaints.

PUBLIC WORKS COMMITTEE

Regulation of Small Cell Facilities

Trustee Camerer stated they apparently have an increase in demand for wireless communication services for providers to place small cell antenna systems on utility poles, street light poles in the public right-of-way.

Mr. Plonczynski stated that they have a model ordinance and they are getting calls from wireless communication companies about putting poles up in the public right of ways. The recommendation from the municipal conference is that they should adopt something. This ordinance provides some regulation for those types of small cell facilities. They are designed to fill the gaps in service for some of the companies that have equipment on our water towers.

Trustee Camerer asked if we would receive some reimbursement.

Attorney Mraz stated that they can charge a small fee to cover their costs. In 2007, they had a right-of-way ordinance but as technology has changed they have these small cell towers as opposed to some of the large mounted poles. Since they want to put these in the right-of-way the federal government is printing some of these carriers more and more power and taking more and more power away from us. The 2007 ordinance does not address this latest technology with the smaller cells. One of things to do is to put



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them on light poles and ComEd poles (located in the right-of-way). It is not unlimited so there will be some modifications to what you are seeing. The fee is nominal since you can only charge for what covers your costs. The important thing is to have some regulations. Under the federal law, they have a shot clock where they submit an application and you have 45 to 90 days to take action otherwise it is automatically granted. There are some limitations like how close they are to residences and some other issues relating to color. We want to try to limit the number of antennas on each one and that type of thing.

President Wallace stated that there is a proposed application fee of \$1,000.

Mr. Plonczynski stated that that may be a little bit high.

Attorney Mraz stated that the federal law would prohibit this and you would only be able to charge a fee to cover the costs.

There being no further business to discuss, Trustee Camerer move to adjourn the regular Committee of the Whole meeting and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting adjourned at 8:00 p.m.

Lorna Gilles
Village Clerk

LG/

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/4/2017

100-GENERAL FUND REVENUES

410110-REAL ESTATE TRANSFER TAX

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JAMES CRAFT	TRANSFER TAX REFUND	1,020.00
INVOICES TOTAL:		1,020.00

430310-TOWING/IMPOUNDING FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAQUEL A MORADO	ADMINISTRATIVE TOW FEE REFUND	500.00
1 RICARDO RIVERA-VILLEGAS	ADMINISTRATIVE TOW FEE REFUND	500.00
INVOICES TOTAL:		1,000.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - APRIL 2017	14,630.07
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - APRIL 2017	141.35
INVOICES TOTAL:		14,771.42

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	299.26
INVOICES TOTAL:		299.26

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	54.71
INVOICES TOTAL:		54.71

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHERN ILLINOIS UNIVERSITY	STRATEGIC PLANNING SERVICES	4,990.00
INVOICES TOTAL:		4,990.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IL ASSOC OF CODE ENFORCEMENT	MEMBERSHIP RENEWAL/E DRELLACK	25.00
1 ILLINOIS MUNICIPAL LEAGUE	ANNUAL MEMBERSHIP DUES	2,500.00
INVOICES TOTAL:		2,525.00

543900-COMMUNITY RELATIONS

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/4/2017**

1 LB MEDWASTE SERVICES INC	WASTE CONTAINER PICK UP	494.40
1 WAREHOUSE DIRECT	END TABLE	108.89
INVOICES TOTAL:		603.29

546900-CONTINGENCIES

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

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOC PC	PROFESSIONAL SERVICES	18,355.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	525.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	675.00
INVOICES TOTAL:		20,480.00

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	POTABLE WATER STUDY	8,568.00
1 CHRISTOPHER B BURKE ENG LTD	RUZICKA FIELD PARKING LOT	9,656.07
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	19.11
1 MAROUS & COMPANY	APPRAISAL SERVICES	5,000.00
1 MAROUS & COMPANY	APPRAISAL SERVICES	2,600.00
INVOICES TOTAL:		25,843.18

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	SPAULDING ROAD QUIET ZONE	396.00
INVOICES TOTAL:		396.00

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK	FEBRUARY DEDUCTIBLES	16,227.19
INVOICES TOTAL:		16,227.19

1400-FINANCE

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	PUBLIC HEARING NOTICE	33.35
INVOICES TOTAL:		33.35

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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530115-SUBSCRIPTIONS/PUBLICATIONS

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

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TONER	109.10
	INVOICES TOTAL:	109.10

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 NOTARY PUBLIC ASSOC OF ILLINOIS	NOTARY APPLICATION FEE	54.00
	INVOICES TOTAL:	54.00

1500-COMMUNITY DEVELOPMENT

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEBQA INC	ANNUAL FOIA SERVICE AGREEMENT	4,920.00
	INVOICES TOTAL:	4,920.00

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	27.98
	INVOICES TOTAL:	27.98

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANGELA L ZUBKO	TUITION REIMBURSEMENT	1,482.24
	INVOICES TOTAL:	1,482.24

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 IL ASSOC OF CODE ENFORCEMENT	MEETING FEES	70.00
	INVOICES TOTAL:	70.00

1600-BUILDING

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 OIL MASTERS	VEHICLE MAINTENANCE	34.74
	INVOICES TOTAL:	34.74

532000-AUTOMOTIVE SUPPLIES

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

VILLAGE OF BARTLETT
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**	1 WEX BANK	FUEL PURCHASES	82.93
			<u>INVOICES TOTAL:</u> 82.93

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEWAYNE BURRIS	PLUMBING INSPECTOR CLASS	125.00
		<u>INVOICES TOTAL:</u> 125.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEWAYNE BURRIS	PLUMBING INSPECTOR LICENSE RENEWAL	150.00
		<u>INVOICES TOTAL:</u> 150.00

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FULTON TECHNOLOGIES INC	WARNING SYSTEM MONITORING FEES	451.94
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	255.00
1 VERIZON WIRELESS	WIRELESS SERVICES	472.55
		<u>INVOICES TOTAL:</u> 1,179.49

524240-IMPOUNDING ANIMALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY ANIMAL CARE	ANIMAL SERVICES	205.00
		<u>INVOICES TOTAL:</u> 205.00

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	30.80
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	60.88
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	426.92
1 RIVER RAND AUTO INC	WIRING REPLACEMENT	25.00
1 ULTRA STROBE COMMUNICATIONS INC	SIREN/LIGHT CONTROLLER REPAIRS	114.75
1 ULTRA STROBE COMMUNICATIONS INC	SPOTLIGHT BULB REPLACEMENT	12.95
		<u>INVOICES TOTAL:</u> 717.10

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABILITY AWARDS INC	AWARDS/ENGRAVING	120.25
1 STREICHER'S INC	RIBBONS/MEDALS	82.49
1 TOPS IN DOG TRAINING	K-9 TRAINING/SUPPLIES	148.00
1 WAREHOUSE DIRECT	TONER	128.43
1 WAREHOUSE DIRECT	TONER	125.27

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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INVOICES TOTAL: **604.44**

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALEA	UNIFORM NAMETAGS	639.00
<u>INVOICES TOTAL:</u>		639.00

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS-WEST	MONTHLY SUBSCRIPTION	186.46
<u>INVOICES TOTAL:</u>		186.46

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	RANGE SUPPLIES	322.50
1 STREICHER'S INC	RANGE SUPPLIES	2,130.00
1 STREICHER'S INC	RANGE SUPPLIES	1,599.00
<u>INVOICES TOTAL:</u>		4,051.50

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	7,177.21
<u>INVOICES TOTAL:</u>		7,177.21

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CREDIT - RETURNED ITEM	-27.78
1 WAREHOUSE DIRECT	PENS/MARKERS/CORRECTION TAPE	317.44
<u>INVOICES TOTAL:</u>		289.66

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE UPS STORE	SHIPPING CHARGES	10.77
<u>INVOICES TOTAL:</u>		10.77

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MICHAEL KMIECIK	TUITION REIMBURSEMENT	870.00
1 GARY MITCHELL	TRAINING EXPENSES	44.40
1 CHRISTOPHER SOLESKY	TRAINING EXPENSES	35.40
1 TOPS IN DOG TRAINING	K-9 TRAINING/SUPPLIES	300.00
<u>INVOICES TOTAL:</u>		1,249.80

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVOCATE SHERMAN HOSPITAL	FIRST AID CARDS	115.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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1	WORLDPOINT ECC INC	CPR MASKS	166.95
1	WORLDPOINT ECC INC	TOURNIQUETS	157.90
INVOICES TOTAL:			439.85

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	ILLINOIS ASSOC OF PROPERTY	MEMBERSHIP DUES/K RYBASKI	35.00
1	ILLINOIS ASSOC OF PROPERTY	MEMBERSHIP DUES/M BRADY	35.00
INVOICES TOTAL:		70.00	

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	CREATIVE SERVICES OF NEW ENGLAND	K9 STICKERS/OPEN HOUSE	194.95
1	FOREMOST PROMOTIONS	MINI FOOTBALL STRESS RELIEVERS	952.40
INVOICES TOTAL:		1,147.35	

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	VILLAGE SUDS STATION INC	DETENTION BLANKET CLEANING	25.20
INVOICES TOTAL:		25.20	

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	STEPHEN A LASER ASSOCIATES	POLICE OFFICER ASSESSMENT FEES	1,100.00
INVOICES TOTAL:		1,100.00	

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	NORTHSHORE OMEGA	PHYSICAL EXAM FEES	583.00
INVOICES TOTAL:		583.00	

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	STREICHER'S INC	GAS MASK POUCHES	172.50
INVOICES TOTAL:		172.50	

1800-STREET MAINTENANCE

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	UNIFIRST CORP	UNIFORM RENTAL	97.47
1	UNIFIRST CORP	UNIFORM RENTAL	97.47
INVOICES TOTAL:		194.94	

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	PATTEN INDUSTRIES INC	MINI WHEEL LOADER RENTAL	2,873.75

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 VERMEER-ILLINOIS INC	EQUIPMENT RENTAL	450.00
		INVOICES TOTAL: 3,323.75

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	BID NOTICES	110.00
		INVOICES TOTAL: 110.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	22.63
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	252.80
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	130.18
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	23.89
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2,202.92
1 CONSTELLATION ENERGY	ELECTRIC BILL	82.47
1 MIDAMERICAN ENERGY SERVICES LLC	ELECTRIC BILL	7,035.06
		INVOICES TOTAL: 9,749.95

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	44.50
		INVOICES TOTAL: 44.50

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	EMERGENCY SIGNAL REPAIRS	142.83
1 MEADE ELECTRIC CO INC	EMERGENCY SIGNAL REPAIRS	313.58
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL/STREET LIGHT MAINT	1,001.00
		INVOICES TOTAL: 1,457.41

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	TREE/STUMP REMOVAL	1,100.00
		INVOICES TOTAL: 1,100.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	144.90
1 AUTOZONE INC	MATERIALS & SUPPLIES	72.13
1 AUTOZONE INC	MATERIALS & SUPPLIES	58.40
1 GRAINGER	KEY TAGS/THERMOMETER	38.85
1 GRAINGER	CLEANING SUPPLIES	121.00
1 HD SUPPLY WATERWORKS LTD	MATERIALS & SUPPLIES	244.00
1 ED KOWALSKI	REIMBURSEMENT/DAMAGED MAILBOX	87.25
1 NEENAH FOUNDRY CO	FRAME/GRATE	270.00
1 TAPCO	STAINLESS STEEL STRAPPING	143.84

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 TRAFFIC CONTROL & PROTECTION INC	MATERIALS & SUPPLIES	257.50
1 TRAFFIC CONTROL & PROTECTION INC	MATERIALS & SUPPLIES	385.00
1 WELCH BROS INC	MATERIALS & SUPPLIES	191.80
1 WELCH BROS INC	MATERIALS & SUPPLIES	583.00
		<u>INVOICES TOTAL:</u>
		<u>2,597.67</u>

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MATERIALS & SUPPLIES	99.34
1 AUTOZONE INC	MATERIALS & SUPPLIES	129.82
1 CAROL STREAM LAWN & POWER	SAW PURCHASE	245.98
		<u>INVOICES TOTAL:</u>
		<u>475.14</u>

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	2,163.63
		<u>INVOICES TOTAL:</u>
		<u>2,163.63</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	BATH TISSUE/REPORT COVERS	60.57
1 WAREHOUSE DIRECT	BATTERIES/INK CARTRIDGES	21.45
		<u>INVOICES TOTAL:</u>
		<u>82.02</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACCURATE TANK TECHNOLOGIES	TANK EQUIPMENT REPAIRS	163.25
1 ACCURATE TANK TECHNOLOGIES	TANK EQUIPMENT PARTS	425.00
1 AUTOZONE INC	MATERIALS & SUPPLIES	1,570.24
1 AUTOZONE INC	MATERIALS & SUPPLIES	454.75
1 BUCK BROS INC	BLOCK HEATER INSTALLATION	457.74
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	16.64
1 GRAINGER	MAINTENANCE SUPPLIES	43.90
1 GRAINGER	AUTOMOTIVE CIRCUIT BREAKERS	17.48
1 INTERSTATE BILLING SERVICE INC	AIR FILTERS	153.78
1 INTERSTATE BILLING SERVICE INC	CREDIT - RETURNED PARTS	-63.84
1 INTERSTATE BILLING SERVICE INC	CREDIT - RETURNED PARTS	-63.84
1 POMP'S TIRE SERVICE INC	TIRE REPAIRS	45.00
1 RADCO COMMUNICATIONS INC	RADIO REPAIRS	105.00
		<u>INVOICES TOTAL:</u>
		<u>3,325.10</u>

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRAFFIC CONTROL & PROTECTION INC	SIGN STAND	121.50
		<u>INVOICES TOTAL:</u>
		<u>121.50</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST TRADING SUPPLIES INC	GRASS SEED	189.50
		<u>INVOICES TOTAL: 189.50</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT ROOFING	REPLACED DAMAGED SHINGLES	125.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	99.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	69.00
		<u>INVOICES TOTAL: 293.00</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PUBLIC WORKS ASSOC	PROGRAM REGISTRATION FEE	695.00
		<u>INVOICES TOTAL: 695.00</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS DEPT OF AGRICULTURE	PEST CONTROL LICENSE FEE	20.00
1 ILLINOIS PUBLIC WORKS	ANNUAL MEMBERSHIP DUES	250.00
		<u>INVOICES TOTAL: 270.00</u>

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	MAINTENANCE SUPPLIES	449.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	138.00
		<u>INVOICES TOTAL: 587.00</u>

2200-MFT EXPENDITURES

583082-STEARN'S RD COUNTY CRK CULVRT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 KANE-DUPAGE SWCD	PLAN REVIEW FEE/CULVERT EXTENSION	1,796.00
		<u>INVOICES TOTAL: 1,796.00</u>

4200-MUNICIPAL BLDG PROJECTS EXP

585058-2016 POLICE STATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WILLIAMS ARCHITECTS	POLICE STATION	77,035.10
		<u>INVOICES TOTAL: 77,035.10</u>

430000-DEVELOPER DEPOSITS FUND

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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245002-DONATIONS DUE TO PARK DISTRICT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BARTLETT PARK DISTRICT	DEVELOPER DONATIONS	34,305.60
	<u>INVOICES TOTAL:</u>	<u>34,305.60</u>

245003-DONATIONS DUE G BORDEN LIBRARY

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GAIL BORDEN LIBRARY DISTRICT	DEVELOPER DONATIONS	3,803.24
	<u>INVOICES TOTAL:</u>	<u>3,803.24</u>

245005-DONATIONS -S ELGIN FIRE DIST

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SOUTH ELGIN FIRE DISTRICT	DEVELOPER DONATIONS	4,507.02
	<u>INVOICES TOTAL:</u>	<u>4,507.02</u>

270374-BARTLETT RIDGE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HAMPTON LENZINI AND RENWICK INC	BARTLETT RIDGE SUBDIVISION	162.00
	<u>INVOICES TOTAL:</u>	<u>162.00</u>

4800-BREWSTER CREEK TIF MUN ACC EXP

523100-ADVERTISING

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 LAW BULLETIN PUBLISHING CO	ADVERTISING	625.00
	<u>INVOICES TOTAL:</u>	<u>625.00</u>

5000-WATER OPERATING EXPENSES

522300-UNIFORM RENTALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 UNIFIRST CORP	UNIFORM RENTAL	43.01
1 UNIFIRST CORP	UNIFORM RENTAL	43.01
	<u>INVOICES TOTAL:</u>	<u>86.02</u>

522400-SERVICE AGREEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 JULIE INC	QUARTERLY SERVICE FEES	894.22
	<u>INVOICES TOTAL:</u>	<u>894.22</u>

522720-PRINTING SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SEBIS DIRECT INC	MARCH 2017 BILLING	424.36
	<u>INVOICES TOTAL:</u>	<u>424.36</u>

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	1,299.00
INVOICES TOTAL:		1,299.00

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	BID NOTICES	110.00
INVOICES TOTAL:		110.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	31.34
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	47.92
INVOICES TOTAL:		79.26

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ZIEBELL WATER SERVICE	HYDRANT REPAIR PARTS	6,438.00
INVOICES TOTAL:		6,438.00

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FULLIFE SAFETY CENTER	GLOVES/VESTS/BOOTS	114.36
INVOICES TOTAL:		114.36

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	932.34
INVOICES TOTAL:		932.34

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	BATH TISSUE/REPORT COVERS	60.58
1 WAREHOUSE DIRECT	BATTERIES/INK CARTRIDGES	21.45
INVOICES TOTAL:		82.03

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	MARCH BILLS POSTAGE	1,658.38
INVOICES TOTAL:		1,658.38

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MATERIALS & SUPPLIES	23.37
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	16.65

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 DORNER COMPANY	MAINTENANCE SUPPLIES	1,410.85
1 GRAINGER	DEHUMIDIFIER	1,431.17
1 GRAINGER	FAN MOTOR/SUPPLIES	206.00
1 USA BLUE BOOK	PORTABLE FLUSHING HYDRANT	1,963.02
	INVOICES TOTAL:	5,051.06

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BARTLETT ROOFING	REPLACED DAMAGED SHINGLES	125.00
1 GRAINGER	LED BULBS	240.50
1 THE SHERWIN-WILLIAMS CO	PAINT PURCHASE	59.72
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	99.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	69.00
	INVOICES TOTAL:	593.22

534810-METER MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WATER RESOURCES INC	WATER METERS	2,200.00
	INVOICES TOTAL:	2,200.00

546900-CONTINGENCIES

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

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 JAMES J SCUMACI	REFUND/WATER BILL OVERPAYMENT	31.60
	INVOICES TOTAL:	31.60

5090-WATER CAPITAL PROJECTS EXP

581025-STEARNES RD IRON FILTER REPLCT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 REPUBLIC SERVICES #933	WASTE CONTAINER PICK UP	2,213.75
	INVOICES TOTAL:	2,213.75

581035-WATER SYSTEM MODELING

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHRISTOPHER B BURKE ENG LTD	WATER SYSTEM MODELING/PLAN	6,877.00
1 CHRISTOPHER B BURKE ENG LTD	DWC RECEIVING STATION FACILITY	2,440.50
	INVOICES TOTAL:	9,317.50

5100-SEWER OPERATING EXPENSES

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/4/2017

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
INVOICES TOTAL:		132.44

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JULIE INC	QUARTERLY SERVICE FEES	894.23
INVOICES TOTAL:		894.23

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MARCH 2017 BILLING	424.35
INVOICES TOTAL:		424.35

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	BID NOTICES	110.00
INVOICES TOTAL:		110.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	202.14
1 CONSTELLATION ENERGY	ELECTRIC BILL	192.69
1 CONSTELLATION ENERGY	ELECTRIC BILL	292.48
1 NICOR GAS	GAS BILL	84.01
1 NICOR GAS	GAS BILL	58.31
1 NICOR GAS	GAS BILL	23.88
1 NICOR GAS	GAS BILL	25.20
1 NICOR GAS	GAS BILL	25.59
INVOICES TOTAL:		904.30

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	4,371.75
INVOICES TOTAL:		4,371.75

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	1,393.62
INVOICES TOTAL:		1,393.62

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	144.90
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	40.27

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/4/2017**

1 NEENAH FOUNDRY CO	FRAMES/GRATE/LID	438.00
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	1,064.62
		INVOICES TOTAL: 1,687.79

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MATERIALS & SUPPLIES	298.64
** 1 WEX BANK	FUEL PURCHASES	1,195.86
		INVOICES TOTAL: 1,494.50

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	BATTERIES/INK CARTRIDGES	63.41
		INVOICES TOTAL: 63.41

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	MARCH BILLS POSTAGE	1,658.38
		INVOICES TOTAL: 1,658.38

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACCURATE TANK TECHNOLOGIES	TANK EQUIPMENT REPAIRS	163.25
1 ACCURATE TANK TECHNOLOGIES	TANK EQUIPMENT PARTS	425.00
1 AUTOZONE INC	MATERIALS & SUPPLIES	15.49
1 BRAY SALES MIDWEST	MAINTENANCE SUPPLIES	145.36
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	16.65
1 CERTIFIED BALANCE & SCALE CORP	LAB EQUIPMENT CLEANING	277.00
1 CHICAGO CHAIN & TRANSMISSION CO	EQUIPMENT MAINTENANCE SUPPLIES	3,163.62
1 FLOW-TECHNICS INC	REPLACEMENT PUMP	6,142.00
1 GRAINGER	FILTERS	174.50
1 LAI LTD	REPLACEMENT PUMP	14,784.00
1 LIONHEART CRITICAL POWER	EQUIPMENT MAINTENANCE	3,164.00
1 STANDARD EQUIPMENT CO	STREET SWEEPER REPAIRS	841.18
		INVOICES TOTAL: 29,312.05

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT ROOFING	REPLACED DAMAGED SHINGLES	125.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	99.00
		INVOICES TOTAL: 224.00

5190-SEWER CAPITAL PROJECTS EXP

582023-PHOSPHORUS REMOVAL SYSTEM

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

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/4/2017

1 DRINKER BIDDLE & REATH LLP	ENVIRONMENTAL CONSULTING	130.00
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY EVALUATION	11,120.75
1 STRAND ASSOCIATES INC	PHOSPHORUS REMOVAL REPORT	2,681.00
1 STRAND ASSOCIATES INC	WASTEWATER FACILITY PLAN UPDATE	2,058.34
	INVOICES TOTAL:	15,990.09

582025-SANITARY SEWER EVALUATION

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 MARTAM CONSTRUCTION INC	REMOVAL OF RESTRICTOR	3,600.00
	INVOICES TOTAL:	3,600.00

5200-PARKING OPERATING EXPENSES

524120-UTILITIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	86.15
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	90.66
1 CONSTELLATION ENERGY	ELECTRIC BILL	660.06
1 CONSTELLATION ENERGY	ELECTRIC BILL	86.53
	INVOICES TOTAL:	923.40

570200-BLDG & GROUNDS IMPROVEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ACTION LOCK & KEY INC	GATE LATCH/DOOR REPAIRS	300.00
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
	INVOICES TOTAL:	428.80

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	92.30
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - MARCH 2017	550.00
1 LIFTEK INC	ELEVATOR INSPECTION	410.00
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	550.00
	INVOICES TOTAL:	1,602.30

524100-BUILDING MAINTENANCE SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 OTIS ELEVATOR CO	ELEVATOR MAINTENANCE	590.00
	INVOICES TOTAL:	590.00

524120-UTILITIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CONSTELLATION ENERGY	ELECTRIC BILL	39.44

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/4/2017

1 CONSTELLATION ENERGY	ELECTRIC BILL	1,411.00
		<u>INVOICES TOTAL:</u> 1,450.44

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALLAWAY GOLF	GOLF BALLS	864.06
		<u>INVOICES TOTAL:</u> 864.06

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEST SIDE ELECTRIC SUPPLY INC	FLUORESCENT LIGHTS/BULBS	257.60
		<u>INVOICES TOTAL:</u> 257.60

5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	13.15
1 CONSTELLATION ENERGY	ELECTRIC BILL	470.32
		<u>INVOICES TOTAL:</u> 483.47

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	302.56
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	579.76
1 REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	637.45
		<u>INVOICES TOTAL:</u> 1,519.77

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	GOLF FLAGS/POLES	620.00
		<u>INVOICES TOTAL:</u> 620.00

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	FIRE SPRINKLER REPAIRS	1,451.32
1 TOP TO BOTTOM INSTALLATIONS	ALARM MONITORING SERVICES	150.00
		<u>INVOICES TOTAL:</u> 1,601.32

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - MARCH 2017	85.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	187.29

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/4/2017**

1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
	INVOICES TOTAL:	364.29

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	ADVERTISING	40.00
	INVOICES TOTAL:	40.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	6.57
1 CONSTELLATION ENERGY	ELECTRIC BILL	235.16
	INVOICES TOTAL:	241.73

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIANCE PAPER & FOODSERVICE	WAITRESS APRONS	37.64
1 EDWARD DON & COMPANY	CLEANING SUPPLIES	26.21
1 EDWARD DON & COMPANY	CREDIT - RETURNED SUPPLIES	-20.94
1 EUCLID BEVERAGE LTD	GLASSWARE	36.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	20.50
1 GORDON FOOD SERVICE INC	FOOD SERVICE SUPPLIES	47.81
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	63.32
	INVOICES TOTAL:	210.54

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	66.25
1 ELGIN BEVERAGE CO	BEER PURCHASE	220.40
1 EUCLID BEVERAGE LTD	BEER PURCHASE	325.00
1 EUCLID BEVERAGE LTD	BEER PURCHASE	447.25
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	399.00
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	643.22
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	350.64
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	337.72
1 GRECO AND SONS INC	FOOD PURCHASE	197.56
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	345.88
1 LAKESHORE BEVERAGE	BEER PURCHASE	97.61
1 SCHAMBERGER BROS INC	BEER PURCHASE	374.59
1 TURANO BAKING CO	FOOD PURCHASE	62.44
	INVOICES TOTAL:	3,867.56

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - MARCH 2017	85.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/4/2017**

1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	187.29
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	22.40
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
	INVOICES TOTAL:	382.19

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	6.57
1 CONSTELLATION ENERGY	ELECTRIC BILL	235.16
	INVOICES TOTAL:	241.73

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	CLEANING SUPPLIES	26.22
1 EDWARD DON & COMPANY	CREDIT - RETURNED SUPPLIES	-20.94
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	20.50
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	148.95
1 MLA WHOLESALE INC	FLOWERS	38.90
	INVOICES TOTAL:	213.63

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	66.25
1 ELGIN BEVERAGE CO	BEER PURCHASE	176.82
1 EUCLID BEVERAGE LTD	BEER PURCHASE	565.90
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	149.49
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,772.74
1 GRECO AND SONS INC	FOOD PURCHASE	395.39
1 GRECO AND SONS INC	FOOD PURCHASE	60.93
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	756.24
1 GRECO AND SONS INC	FOOD PURCHASE	152.58
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	88.50
1 LAKESHORE BEVERAGE	BEER PURCHASE	97.62
1 NEW ALBERTSONS INC	FOOD PURCHASES	412.39
1 TURANO BAKING CO	FOOD PURCHASE	65.80
1 TURANO BAKING CO	FOOD PURCHASE	130.40
1 TURANO BAKING CO	FOOD PURCHASE	22.60
1 TURANO BAKING CO	FOOD PURCHASE	65.20
1 TURANO BAKING CO	FOOD PURCHASE	62.44
	INVOICES TOTAL:	5,041.29

5580-GOLF MIDWAY EXPENSES

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN BEVERAGE CO	BEER PURCHASE	15.87

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/4/2017

1 EUCLID BEVERAGE LTD	BEER PURCHASE	30.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	35.00
INVOICES TOTAL:		80.87

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHICAGO OFFICE TECHNOLOGY GROUP	COPIER MAINTENANCE SERVICE	22.93
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	255.00
INVOICES TOTAL:		277.93

522700-COMPUTER SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMCAST	VPN SERVICE	289.85
INVOICES TOTAL:		289.85

523001-PERSONNEL TESTING

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

524100-BUILDING MAINTENANCE SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CINTAS CORPORATION	CLEANING SERVICES	92.48
1 CINTAS CORPORATION	CLEANING SERVICES	260.06
1 CRYSTAL MGMT & MAINT SERVICES CORP	CARPET CLEANING	415.00
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - MARCH 2017	2,705.00
1 CRYSTAL MGMT & MAINT SERVICES CORP	CARPET CLEANING SERVICES	1,870.00
1 SIMPLEXGRINNELL	FIRE ALARM TEST/INSPECTION	1,756.58
INVOICES TOTAL:		7,099.12

524110-TELEPHONE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CALL ONE	TELEPHONE BILL	1,443.60
1 PAETEC	TELEPHONE BILL	517.55
INVOICES TOTAL:		1,961.15

524120-UTILITIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	634.87
1 CONSTELLATION ENERGY	ELECTRIC BILL	50.86
INVOICES TOTAL:		685.73

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
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** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/4/2017**

1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	115.10
1 CENTURY PRINT & GRAPHICS	LETTERHEAD	503.02
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	149.05
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	303.21
1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	308.86
1 STRICTLY TECHNOLOGY	UNINTERRUPTIBLE POWER SUPPLY	869.90
	INVOICES TOTAL:	2,249.14

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ZIEGLER'S ACE HARDWARE	MAINTENANCE SUPPLIES	81.93
	INVOICES TOTAL:	81.93

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SHI	ADOBE ACROBAT DC PRO LICENSE	367.00
	INVOICES TOTAL:	367.00

GRAND TOTAL: 392,829.89

GENERAL FUND	142,319.93
MOTOR FUEL TAX FUND	1,796.00
MUNICIPAL BUILDING FUND	77,035.10
DEVELOPER DEPOSITS FUND	42,777.86
BREWSTER CREEK TIF MUN ACCT	625.00
WATER FUND	31,782.25
SEWER FUND	62,260.91
PARKING FUND	1,352.20
GOLF FUND	19,672.79
CENTRAL SERVICES FUND	13,207.85
GRAND TOTAL	392,829.89

** Indicates pre-issue check.

LIQUOR LICENSE ISSUANCE AS PRESENTED ON
APRIL 4, 2017

RENEWALS

Class A	Hanover Township	250 S IL Route 59
Class A	Pasta Mia, LTD	116 Bartlett Plaza



Agenda Item Executive Summary

Item Name Brewster Creek Industrial Park No Parking Ordinance Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

As you know, the Brewster Creek Industrial Park has been very successful and is currently ~76% occupied. With the success at the business park, it has brought truck parking and employee parking on the public streets. At times, this has created an unsafe condition making it difficult for emergency vehicles to access the roadways. We have also been asked by one of the businesses within the park to prohibit parking near their business to force their employees to park in their parking lot. We believe restricting parking will make it safer, clean up the business park, and prevent premature damage to the streets. The attached ordinance amends the Municipal Code to prohibit parking within the Brewster Creek Industrial Park.

ATTACHMENTS (PLEASE LIST)

- Ordinance

ACTION REQUESTED

For Discussion Only _____

Resolution _____

Ordinance _____

Motion: I move the Village Board approve Ordinance 2017 - _____, an ordinance amending Title 6, Chapter 11-1300, Section 6-11-1303.1: of the Bartlett Municipal Code to prohibit parking along the public streets within the Brewster Creek Industrial Park.

Staff: Dan Dinges

Date: 3/28/17

ORDINANCE 2017 - _____

**AN ORDINANCE AMENDING TITLE 6, CHAPTER 11-1300,
SECTION 6-11-1303.1: OF THE BARTLETT MUNICIPAL CODE TO PROHIBIT
PARKING ALONG PUBLIC STREETS WITHIN THE
BREWSTER CREEK INDUSTRIAL PARK**

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

SECTION ONE: That Title 6, Chapter 11-1300, Section 6-11-1303.1: SCHEDULE V, NO PARKING ZONES: A. Streets Designated: is amended to add the following streets, to the extent said streets lie within the corporate limits of the Village of Bartlett, upon which it shall be unlawful to park any vehicle at any time:

“BREWSTER CREEK BOULEVARD from Stearns Rd. to Munger Rd.”; and

“HUMBRACHT CIRCLE from Munger Rd. to Munger Rd.”; and

“SCHIFERL ROAD from Brewster Creek Blvd. to Munger Rd.”; and

“HARDT CIRCLE from Humbracht Clr. To Humbracht Crl.”; and

“HECHT DRIVE from Brewster Creek Blvd. to Spitzer Rd.”; and

“HECHT COURT from Hecht Crl. To west end”; and

“SPITZER ROAD from Brewster Creek Blvd. to north end”

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

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

Lorna Giless

Village of Bartlett
Finance Department Memo
2017 - 07

DATE: March 27, 2017
TO: Paula Schumacher, Acting Village Administrator
FROM: Todd Dowden, Acting Finance Director 
SUBJECT: Budget Approval

The Village Board reviewed the fiscal year 2017/18 budget at the March 7th and March 14th Finance Committee meetings. The following adjustments were made to the proposed budget:

1. Administration Department - Community Relations line item was reduced from \$87,300 to \$72,710
2. Police Department - Capital Outlay was reduced by \$33,000 for one vehicle in the Vehicle Replacement Fund and by \$9,815 in the Police Department - Machinery & Equipment line item for two solar powered radar boxes, a taser cabinet, and a rifle locker
3. Parking Fund - Machinery & Equipment line item was reduced by \$9,000 for eight replacement park benches
4. Central Services Fund - Service Agreements line item was increased by \$45,000 for a payment to Northwest Mosquito Abatement District if it becomes practical. A corresponding transfer to the fund will be added to move additional levied General Fund revenue to the Central Services Fund

Attached is the budget resolution to adopt the FY 2017/18 budget. A Public Hearing was conducted on March 21, 2017. Budgeted expenditures total \$88,408,924.

MOTION: I move to approve Resolution 2017-_____, a resolution adopting the Fiscal Year 2017/18 Budget in the amount of \$88,408,924.

RESOLUTION 2017- -R

**A RESOLUTION ADOPTING THE VILLAGE OF BARTLETT BUDGET
FOR FISCAL YEAR 2017/2018**

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, 2017 and ending April 30, 2018 is hereby adopted in the aggregate sum of \$88,408,924 after a Public Hearing was held on March 21, 2017, pursuant to a notice published in the Bartlett Examiner on March 8, 2017.

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 4, 2017

APPROVED: April 4, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017- -R enacted on April 4, 2017, and approved on April 4, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

BRYAN E. MRAZ
BEM@MRAZLAW.COM

DAVID W. GULLION
ASSOCIATE
DWG@MRAZLAW.COM

MEMORANDUM

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

FROM: Bryan E. Mraz, Village Attorney

DATE: March 29, 2017

RE: Bartlett Minimum Wages to Opt Out of Cook County Minimum Wages

On October 26, 2016, the Cook County Board adopted the Cook County Minimum Wage Ordinance that sets higher minimum wages for workers in Cook County, than under State and Federal law. The Cook County Minimum Wage Ordinance goes into effect July 1, 2017, provides for gradual increases in minimum wages over the next three (3) years, and will be applicable to Bartlett businesses located in Cook County and to Bartlett businesses whose offices may not be located in Cook County, but that have employees that perform work for more than two weeks in Cook County in any year.

Given that the Village of Bartlett lies in Cook, DuPage and Kane Counties, the Cook County Minimum Wage Ordinance will create a patchwork of varying minimum wages throughout the Village, unless the Village passes its own conflicting minimum wage ordinance, thereby opting out from under the Cook County Minimum Wages.

Back on December 2, 2016, I wrote a Memorandum for the Board citing Article VII, §6(c) of the Illinois Constitution which provides that “[i]f a home rule county ordinance conflicts with an ordinance of a municipality, the municipal ordinance shall prevail within its jurisdiction.” Given that, I suggested that rather than challenge the Cook County Minimum Wage Ordinance in court or wait for the results of an inevitable challenge to it by another municipality, that the Village instead adopt its own minimum wage ordinance setting minimum wages throughout the Village of Bartlett at the applicable State or Federal minimum wage rate.

Bartlett business owners that are aware of the Cook County Minimum Wage Ordinance have requested that the Village take steps to “opt out”. The attached Ordinance accomplishes that by expressly providing conflicting provisions from the Cook County Minimum Wage Ordinance and sets the minimum wages for all of Bartlett at the higher of the State minimum wage or the Federal minimum wage rates. That being said, if the attached Ordinance is adopted, the Village or businesses that do not pay wages at or above the wages provided in the Cook County Minimum Wage Ordinance may not be eligible for certain discretionary Cook County benefits or programs, such as real estate tax deferral.

Attached for the Board’s consideration is An Ordinance Amending Title 1 of the Bartlett Municipal Code to Add New Chapter 16 Entitled “Bartlett Minimum Wages” to Conflict With the Cook County Minimum Wage Ordinance.

ORDINANCE 2017 - _____

**AN ORDINANCE AMENDING TITLE 1 OF THE BARTLETT
MUNICIPAL CODE TO ADD NEW CHAPTER 16 ENTITLED
“BARTLETT MINIMUM WAGES” TO CONFLICT WITH THE
COOK COUNTY MINIMUM WAGE ORDINANCE**

WHEREAS, the Village of Bartlett, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois, is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may regulate for the protection of the public welfare; and

WHEREAS, on October 26, 2016, the County of Cook Board of Commissioners enacted Ordinance 16-5768 “An Ordinance Creating a Minimum Wage in Cook County” now codified as Sections 42-11 through 42-23, inclusive, of the County of Cook Code of Ordinances and known and cited as the “Cook County Minimum Wage Ordinance” which ordinance shall take effect on July 1, 2017; and

WHEREAS, given that the Village of Bartlett lies in three counties, the Cook County Minimum Wage Ordinance would result in different minimum wage requirements on employers with employees that perform work in the Cook County portion of the Village, than employers of companies with employees that perform work in the DuPage County portion of the Village, and/or the Kane County portion of the Village; and

WHEREAS, the Cook County Minimum Wage Ordinance places an undue and unequal burden on employers within the Village and would create a burdensome patchwork of regulation regarding wages that is not properly a matter of Statewide concern and is outside the power of the County of Cook to regulate, but to the extent that it has such authority, the Village of Bartlett pursuant to its authority under Article VII, Section 6(c) of the Illinois Constitution, finds that it is in the best interest of the Village, Village residents, Village employers, and the public’s health, safety, welfare, government and affairs to amend the Bartlett Municipal Code to clearly define and establish minimum wage regulations that apply to all employers located within the Village as being those set forth in State Law and Federal Law as the same may be amended from time to time;

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

SECTION ONE: That Title 1 of the Bartlett Municipal Code is hereby amended to add new Chapter 16, entitled Bartlett Minimum Wages, as follows:

CHAPTER 16

BARTLETT MINIMUM WAGES

- 1-16-1: SHORT TITLE.
- 1-16-2: DEFINITIONS.
- 1-16-3: MINIMUM HOURLY WAGE.
- 1-16-4: MINIMUM HOURLY WAGE IN OCCUPATIONS RECEIVING GRATUITIES.
- 1-16-5: OVERTIME COMPENSATION.
- 1-16-6: EXCLUSIONS.
- 1-16-7: APPLICATIONS TO COLLECTIVE BARGAINING AGREEMENTS.
- 1-16-8: CONFLICT WITH THE COOK COUNTY MINIMUM WAGE ORDINANCE.
- 1-16-9: NO NOTICE AND POSTING.
- 1-16-10: ENFORCEMENT REGULATIONS.
- 1-16-11: NO PRIVATE CAUSE OF ACTION.

1-16-1: SHORT TITLE.

This Chapter shall be known and may be cited as the Village of Bartlett Minimum Wage Ordinance.

1-16-2: DEFINITIONS.

For purposes of this Chapter, the following terms, definitions and meanings as set forth in Section 42-12 of the Cook County Minimum Wage Ordinance: "Covered Employee", "CPI", "Director", "Domestic Worker", "Employee, Gratuities and Occupation", "Employer", "Subsidized Temporary Youth Employment Program", "Subsidized Transitional Employment Program" and "Tipped Employee" shall not be applicable to any employer whose place of business is located within the corporate limits of the Village of Bartlett, or to any employer who employs any employee that performs any work for an employer while physically present within the geographic boundaries of the Village of Bartlett. Notwithstanding the foregoing, the following definitions are applicable to this Chapter:

"Cook County Minimum Wage Ordinance" means Cook County Ordinance 16-5768, AN ORDINANCE CREATING A MINIMUM WAGE IN COOK COUNTY codified at Chapter 42 – Human Relations, Article I., In General, Division 2, Cook County Minimum Wage Ordinance, Sections 42-7 – 42-19, as the same may be amended from time to time.

"Covered Employee" as that term is defined and used in the Cook County Minimum Wage Ordinance shall not apply, but shall mean "Employee" as defined in Section 3 of the Minimum Wage Law.

"Domestic Worker" as that term is defined in the Cook County Minimum Wage Ordinance shall not apply, but shall mean an employee in the domestic service in or about a private home as defined in §3.(d)(3) of the Minimum Wage Law.

“Employee”, “Gratuities” and “Occupation” have the meanings ascribed to those terms in the Minimum Wage Law.

“Employer” has the meaning ascribed to that term in §3.(d)(3) of the Minimum Wage Law.

“Fair Labor Standards Act” means the United States Fair Labor Standards Act of 1938, 29 USC §201, *et seq.*, in force on the effective date of this Chapter and as thereafter amended.

“Minimum Wage Law” means the Illinois Minimum Wage Law, 820 ILCS 105/1, *et seq.*, in force on the effective date of this Chapter and as thereafter amended.

“Tipped Employee” has the meaning ascribed that term in the Fair Labor Standards Act.

“Wage” and “Wages” have the meaning ascribed to those terms in the Minimum Wage Law and in the Fair Labor Standards Act.

1-16-3: MINIMUM HOURLY WAGE.

Except as provided in Section 16-1-4 of this Chapter, every Employer shall pay no less than the following Wages to each Employee for each hour of work performed for that Employer while physically present within the geographic boundaries of the Village of Bartlett:

Beginning on July 1, 2017, the greater of: (1) the minimum hourly wage set by the Minimum Wage Law as the same is amended from time to time; (2) the minimum hourly wage set by the Fair Labor Standards Act as the same is amended from time to time.

1-16-4: MINIMUM HOURLY WAGE IN OCCUPATIONS RECEIVING GRATUITIES.

Every employer of an employee engaged in an occupation in which gratuities have customarily and usually constituted part of the remuneration shall pay no less than the following wage to each employee for each hour of work performed for that employer while physically present within the geographic boundaries of the Village of Bartlett:

Beginning on July 1, 2017, the greater of (a) the minimum hour wage set by the Fair Labor Standards Act for tipped employees as the same is amended from time to time; or (b) the minimum hourly wage set by the Minimum Wage Law for workers who receive gratuities as the same is amended from time to time.

1-16-5: OVERTIME COMPENSATION.

The wages set out in Sections 16-1-3 and 16-1-4 are subject to the overtime compensation provisions in the Minimum Wage Law, and in the Fair Labor Standards Act.

1-16-6: EXCLUSIONS.

This Chapter shall not apply to hours worked:

- A. By any person subject to subsection 4(a)(2) of the Minimum Wage Law, with the exception that the categories of employees described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Minimum Wage Law shall be entitled to the wages described in Sections 16-1-3 and 1-16-4, whichever applies, as well as the overtime overtime compensation described in Section 16-1-5.
- B. By any person subject to subsection 4(a)(3), subsection 4(d), subsection 4(c), Section 5, or Section 6 of the Minimum Wage Law.
- C. By any governmental entity, a category that for purposes of this Chapter includes, but is not limited to, any unit of local government, township, park district, school district, library district, fire district, the Illinois State government and the government of the United States, as well as any other federal, state, local government or special district agency or department. The foregoing governmental entities (except for Cook County) are exclusions under Sec. 42-16(c) of the Cook County Minimum Wage Ordinance, and are excluded under this Chapter; however, nothing contained herein shall exclude any businesses or employers from complying with State Law and Federal Law applicable to any such governmental entity regarding the payment of minimum wages.

The foregoing subsections A, B and C are exclusions under the Cook County Minimum Wage Ordinance and are excluded under the provisions of this Chapter, except to the extent they are not excluded under the Minimum Wage Law and the Fair Labor Standards Act, or either said State or Federal law.

1-16-7: APPLICATIONS TO COLLECTIVE BARGAINING AGREEMENTS.

Nothing in this Chapter shall be deemed to interfere with, impede, or in any way diminish the right of employees to bargain collectively with their employers through representatives of their own choosing in order to establish wages or other conditions of work in excess of the applicable minimum standards of the provisions of this Chapter. The requirements of this Chapter may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms.

1-16-8: CONFLICT WITH THE COOK COUNTY MINIMUM WAGE ORDINANCE.

This Chapter shall be deemed to conflict with the Cook County Minimum Wage Ordinance.

1-16-9: NO NOTICE AND POSTING.

The notice and posting requirements set forth in Section 42-15 of the Cook County Minimum Wage Ordinance, shall not apply to employers whose principal office or other office is located in the corporate limits of the Village of Bartlett. Employers shall not be required to post in a conspicuous place at each facility where any covered employee works that is located within the geographic boundaries of the Village of Bartlett, including those portions of the Village lying in Cook County, a notice advising the employee of the current minimum Wages under the Cook County Minimum Wage Ordinance, and of his or her rights under said Cook County Minimum Wage Ordinance. No employer whose office is located in the Village of Bartlett shall be required to provide the notice to any "Covered Employee" as required under Section 42-15(b) of the Cook County Minimum Wage Ordinance. Notwithstanding the foregoing, however, nothing shall be construed to waive or relieve any employer from any respective notice and posting requirements, if any, set forth in the Minimum Wage Law, the Fair Labor Standards Act, or any other State or Federal law.

1-16-10: ENFORCEMENT REGULATIONS.

The Village defers to the Director of the Illinois Department of Labor to enforce the Minimum Wage Law, and to the Federal authority authorized to enforce the Fair Labor Standards Act. The Village does not intend to adopt separate regulations, except to the extent necessary to conflict with the Cook County Minimum Wage Ordinance, or provide for enforcement of this Chapter.

1-16-11: NO PRIVATE CAUSE OF ACTION.

No employee who is paid less than the wage set forth in Sections 16-1-3 and 16-1-4 of this Chapter, or less than the amounts set forth in Sections 42-13, 42-14, or 42-15 of the Cook County Minimum Wage Ordinance, may recover in a civil action the amount of any such underpayment or greater amount or his or her costs and/or such reasonable attorney's fees, as State and Federal law adequately provide appropriate private remedies therefor.

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

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

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect on July 1, 2017.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

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

Lorna Giles

BRYAN E. MRAZ
BEM@MRAZLAW.COM

DAVID W. GULLION
ASSOCIATE
DWG@MRAZLAW.COM

MEMORANDUM

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

FROM: Bryan E. Mraz, Village Attorney

DATE: March 29, 2017

RE: Bartlett Regulations for Employee Sick Leave for
Businesses Operating in Bartlett

On October 5, 2016, the Cook County Board adopted the Cook County Earned Sick Leave Ordinance that requires employers of employees that work in Cook County to provide mandatory earned sick leave benefits. The Cook County Earned Sick Leave Ordinance goes into effect July 1, 2017, and will be applicable to Bartlett businesses located in Cook County and to Bartlett businesses whose offices may not be located in Cook County, but that have employees that perform work for more than two weeks in Cook County in any year.

Given that the Village of Bartlett lies in Cook, DuPage and Kane Counties, the Cook County Earned Sick Leave Ordinance will create a patchwork of sick leave benefit regulations throughout the Village, unless the Village passes its own conflicting sick leave ordinance, thereby opting out from under the Cook County Earned Sick Leave Ordinance.

Back on December 2, 2016, I wrote a Memorandum for the Board on the issue of the Cook County Minimum Wage Ordinance, citing Article VII, §6(c) of the Illinois Constitution which provides that "[i]f a home rule county ordinance conflicts with an ordinance of a municipality, the municipal ordinance shall prevail within its jurisdiction." That same Constitutional provision applies to the Cook County Earned Sick Leave Ordinance as well. While I think the County's authority to impose such regulations are questionable, rather than challenge the Cook County Earned Sick Leave Ordinance in court, or wait for the results of an inevitable challenge to it by another municipality, I recommend that the Village instead adopt its own sick leave ordinance establishing uniform

sick leave regulations applicable to businesses throughout the Village to mirror the applicable State or Federal sick leave regulations. That being said, if the attached Ordinance is adopted, the Village or businesses that do not provide their employees with sick leave that meets or exceeds the requirements of the Cook County Earned Sick Leave Ordinance may not be eligible for certain discretionary Cook County benefits or programs, such as real estate tax deferral.

It is my understanding that Bartlett business owners are aware of the Cook County Earned Sick Leave Ordinance and have requested that the Village take steps to "opt out". The attached Ordinance accomplishes that by expressly providing that the provisions of the Cook County Earned Sick Leave Ordinance shall not apply to businesses in Bartlett, and establishes sick leave regulations as provided in State and Federal law. Unlike State and Federal minimum wages, however, there currently is no Federal law that mandates that employers provide sick leave, but there is the Federal Family and Medical Leave Act ("FMLA") that will, under limited circumstances, mandate medical leave be granted. There is also the Illinois Employee Sick Leave Act that was adopted in 2017 that is being or is likely to be challenged in court. It is nevertheless the current state of the law in Illinois and establishes regulations applicable to all Illinois businesses. If the Village does not pass the attached Ordinance, the patchwork of conflicting regulations applicable to Bartlett businesses will be even greater.

Accordingly, attached for the Board's consideration is An Ordinance Amending Title 1 of the Bartlett Municipal Code to Add New Chapter 17 Entitled "Regulations for Employee Sick Leave for Businesses Operating in Bartlett" to Conflict With the Cook County Earned Sick Leave Ordinance.

ORDINANCE 2017 - _____

AN ORDINANCE AMENDING TITLE 1 OF THE BARTLETT MUNICIPAL CODE TO ADD NEW CHAPTER 17 ENTITLED "REGULATIONS FOR EMPLOYEE SICK LEAVE FOR BUSINESSES OPERATING IN BARTLETT" TO CONFLICT WITH THE COOK COUNTY EARNED SICK LEAVE ORDINANCE

WHEREAS, the Village of Bartlett, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois, is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may regulate for the protection of the public welfare; and

WHEREAS, on October 5, 2016, the County of Cook Board of Commissioners enacted Ordinance 16-4229 known as the "Cook County Earned Sick Leave Ordinance" now codified as Sections 42-1 through 42-10, inclusive, of the County of Cook Code of Ordinances, which ordinance shall take effect on July 1, 2017; and

WHEREAS, given that the Village of Bartlett lies in three counties, the Cook County Earned Sick Leave Ordinance would result in different earned sick leave requirements on employers with employees that perform work in the Cook County portion of the Village, than employers of companies with employees that perform work in the DuPage County portion of the Village, and/or in the Kane County portion of the Village; and

WHEREAS, the Cook County Earned Sick Leave Ordinance places an undue and unequal burden on employers within the Village and would create a burdensome patchwork of regulation regarding earned sick leave that is not properly a matter of Statewide concern and is outside the power of the County of Cook to regulate, but to the extent that it has such authority, the Village of Bartlett pursuant to its authority under Article VII, Section 6(c) of the Illinois Constitution, finds that it is in the best interest of the Village, Village residents, Village employers, and the public's health, safety, welfare, government and affairs to amend the Bartlett Municipal Code to clearly define and establish earned sick leave that apply to all employers located within the Village as being those set forth in State Law and Federal Law as the same may be amended from time to time;

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

SECTION ONE: That Title 1 of the Bartlett Municipal Code is hereby amended to add new Chapter 17, entitled Regulations for Earned Sick Leave for Businesses Operating in Bartlett, as follows:

CHAPTER 17

REGULATIONS FOR EARNED SICK LEAVE FOR BUSINESSES OPERATING IN BARTLETT

- 1-17-1: SHORT TITLE.
- 1-17-2: DEFINITIONS.
- 1-17-3: USE OF LEAVE; LIMITATIONS.
- 1-17-4: NO APPLICATION TO COLLECTIVE BARGAINING AGREEMENTS.
- 1-17-5: CONFLICT WITH THE COOK COUNTY EARNED SICK LEAVE ORDINANCE.
- 1-17-6: NO NOTICE AND POSTING REQUIREMENT.
- 1-17-7: ENFORCEMENT REGULATIONS.
- 1-17-8: NO PRIVATE CAUSE OF ACTION.

1-17-1: SHORT TITLE.

This Chapter shall be known and may be cited as the Village of Bartlett Earned Sick Leave Ordinance.

1-17-2: DEFINITIONS.

For purposes of this Chapter, the following terms, definitions and meanings set forth in Section 42-2 of the Cook County Earned Sick Leave Ordinance: "Agency", "Construction Industry", "Covered Employee", "Domestic Partner", "Earned Sick Leave", "Employee", "Employer", "Family Member" and "Health Care Provider" shall not be applicable to any employer whose place of business is located within the geographic boundaries of the Village of Bartlett, or to any employer who employs any employee that performs any work for an employer while physically present within the geographic boundaries of the Village of Bartlett. The definitions in the Cook County Sick Leave Ordinance which purport to establish different classifications and wage treatment of employers and employees than as set forth in State Law and Federal Law shall not apply. Notwithstanding the foregoing, the following definitions are applicable to this Chapter:

"Cook County Earned Sick Leave Ordinance" means Cook County Ordinance 16-4229, AN ORDINANCE ESTABLISHING EARNED SICK LEAVE IN COOK COUNTY codified at Chapter 42 – Human Relations, Article I., In General, Division 1, Cook County Earned Sick Leave Ordinance, Sections 42-1 – 42-10, as the same may be amended from time to time.

"Department" means the Illinois Department of Labor.

"Employee" means an individual permitted to work by an employer regardless of the number persons an employer employs, who in any particular two week period performs any work for an employer while physically present within the geographic boundaries of the Village of Bartlett.

“Employer” means an individual, partnership, association, corporation, limited liability company, business trust, or any person or group of persons that gainfully employ at least one employee with a place of business within the geographic boundaries of the Village of Bartlett. The term “employer” does not mean:

- (1) the government of the United States or a corporation wholly owned by the government of the United States;
- (2) an Indian tribe or a corporation wholly owned by an Indian tribe;
- (3) the government of the State or any agency or department thereof; or
- (4) units of local government, including municipalities, townships, park districts, school districts, library districts, fire districts, or any other special district created by statute, or any agency or department of any such unit of local government, as said units of local government are also not included within the definition and meaning of “Employer” under the Cook County Earned Sick Leave Ordinance, and are excluded under this Chapter; however, nothing contained herein shall be construed to affect the applicability of any Federal or State law, regulation, requirement, policy or standard that mandates sick leave benefits.

“Employee Sick Leave Act” means the Illinois Employee Sick Leave Act (820 ILCS 191/1, *et seq.*) currently in force and as hereafter amended.

“Family and Medical Leave Act” means the United States Family and Medical Leave Act of 1993 (29 USC §2601, *et seq.*) as currently in force and hereafter amended.

“Personal Sick Leave Benefits” means time accrued and available to an employee to be used as a result of absence from work due to personal illness, injury, or medical appointment, but does not include absences for which compensation is provided through an employer’s plan and as defined in the Employee Sick Leave Act.

1-17-3: USE OF LEAVE; LIMITATIONS.

The use of sick leave and the limitations thereto as provided in Section 10 of the Employee Sick Leave Act and as provided in the Family Medical Leave Act shall apply to all employees of employers whose principal office, or any office, is located within the corporate limits of the Village of Bartlett, and all employees of such employers, and to any employee of any employer who performs work while physically present within the geographic boundaries of the Village of Bartlett, in lieu of the earned sick leave provisions of the Cook County Earned Sick Leave Ordinance.

1-17-4: NO APPLICATION TO COLLECTIVE BARGAINING AGREEMENTS.

Nothing in this Chapter shall be deemed to interfere with, impede, or in any way diminish the right of employees to bargain collectively with their employers through representatives of their own choosing in order to establish wages or other conditions of work in excess of the applicable minimum standards of the provisions of this Chapter, that being the minimum requirements under the Employee Sick Leave Act, the Family and Medical

Leave Act, as each may be amended from time to time, and any other applicable State or Federal Law.

1-17-5: CONFLICT WITH THE COOK COUNTY EARNED SICK LEAVE ORDINANCE.

This Chapter shall be deemed to conflict with the Cook County Earned Sick Leave Ordinance.

1-17-6: NO NOTICE AND POSTING.

The notice and posting requirements set forth in Section 42-6 of the Cook County Earned Sick Leave Ordinance, shall not apply to employers whose principal office or other office is located in the corporate limits of the Village of Bartlett. Employers shall not be required to post in a conspicuous place at each facility where any employee works that is located within the geographic boundaries of the Village of Bartlett, including those portions of the Village lying in Cook County, a notice advising the employee of the Cook County Earned Sick Leave Ordinance, and of his or her rights under said Cook County Earned Sick Leave Ordinance. Notwithstanding the foregoing, however, nothing contained in this Section shall be construed to waive or relieve any employer from the respective notice and posting requirements, if any, set forth in the Employee Sick Leave Act, the Family Medical Leave Act, or under any other State or Federal Law concerning sick leave.

1-17-7: ENFORCEMENT REGULATIONS.

The Village defers to the Director of the Illinois Department of Labor to enforce the Employee Sick Leave Act, and to any Federal authority authorized to enforce the Family and Medical Leave Act. The Village does not intend to adopt separate enforcement regulations, except to the extent necessary to conflict with the Cook County Earned Sick Leave Ordinance, or provide for enforcement of this Chapter.

1-17-8: NO PRIVATE CAUSE OF ACTION.

No Employee who is provided less than the minimum required earned sick leave set forth in Section 42-3 of the Cook County Earned Sick Leave Ordinance, or Section 1-17-3 of this Chapter, may recover in a civil action the amount of any such underpayment or greater amount or his or her costs and/or his or her reasonable attorney's fees, as State and Federal law adequately provide appropriate private remedies therefor.

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

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

SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect on July 1, 2017.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

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

Lorna Giles

BRYAN E. MRAZ
BEM@MRAZLAW.COM

DAVID W. GULLION
ASSOCIATE
DWG@MRAZLAW.COM

MEMORANDUM

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

FROM: Bryan E. Mraz

DATE: March 27, 2017

RE: U-46 2017 Developer Donation Request

The Village received a Request of Release of Developer Contributions to School District U-46 dated February 1, 2017 (the "2017 U-46 Donation Release Request"). Under the Bartlett Donation Ordinance, the Village collects money from developers for the impacts of their developments on the Village and other taxing bodies, including School District U-46, and held in the Village's Developer Deposit Fund. The balance in that fund as of January 27, 2017 was \$98,869.44. The attached Resolution authorizes the payment of that amount to School District U-46 to reimburse it for certain school improvements that are "Qualified Expenditures" as defined in the Bartlett Donation Ordinance.

As U-46 is the second largest unit school district in the State of Illinois and encompasses several municipalities and unincorporated areas in two counties, it builds new schools and improves existing schools throughout the entire School District. The Village collects donation monies from developers of residential homes in Bartlett, or owners of lots upon which homes are built, at the time a building permit is applied for pursuant to the Bartlett Donation Ordinance, for school, park district, library and Village purposes, and pays money out to the different taxing districts in accordance with the restrictions in that ordinance. Any extraction or required donation that the Village imposes on a developer or owner must be "specifically and uniquely attributable" to the development, or it is subject to legal challenge by the developer or owner. Thus, donations collected from a Bartlett developer are not validly collected and paid to U-46 for a new school or capital improvement of a school, for example, on the west side of Elgin that no Bartlett children attend. Accordingly, the Donation Ordinance requires that all funds collected under the Bartlett Donation Ordinance be used solely for construction of new schools or capital improvements to schools in Bartlett ("Qualified Expenditures"). Years ago, before the

Bartlett High School, and the Liberty and Hawk Hollow Elementary Schools were built in Bartlett, there was much debate and conflict between the Village and U-46 about the purposes that U-46 was requesting and spending donation monies collected by the Village of Bartlett and paid or not paid by it to U-46. However, once the aforementioned elementary schools were built in Bartlett, that quelled the debate, as the construction of those two elementary schools alone were clearly Qualified Expenditures as defined in the Bartlett Donation Ordinance, and the cost to construct them far exceeded the amount of donations that have been collected and held by the Village.

The Village Board previously determined that the purposes for which U-46 is now requesting reimbursement, specifically the construction of the Hawk Hollow and Liberty Elementary Schools in 2003, bus loading improvements at Centennial School and acquisition of land adjacent to Liberty School in 2005, which totaled \$15,568,456.84, were Qualified Expenditures as defined in the Bartlett Donation Ordinance. The Village Board previously released \$8,414,990.97 of donation monies that the Village collected under the Bartlett Donation Ordinance to U-46 based on these same Qualified Expenditures pursuant to U-46 requests made between 2003 and 2015, leaving a balance of unreimbursed Qualified Expenditures of \$7,153,465.87, or "Remaining Uncredited District U-46 Expenditures" as U-46 calls it in its attached "Developer Contribution Summary".

Accordingly, I have prepared the attached "Resolution Granting the February 1, 2017 U-46 Request for Release of School Donations and Authorizing the Release of \$98,869.44 to U-46 from the Developer Deposit Fund" for the Board's consideration and approval.

RESOLUTION 2017- -R

**A RESOLUTION GRANTING THE U-46 FEBRUARY 1, 2017 REQUEST FOR
RELEASE OF SCHOOL DONATIONS AND AUTHORIZING THE RELEASE
OF \$98,869.44 TO U-46 FROM THE DEVELOPER DEPOSIT FUND**

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 request dated February 1, 2017, from School District U-46 for the release of developer donations for reimbursement to U-46 for the construction costs for Liberty School and Hawk Hollow School in Bartlett, which is attached hereto as Exhibit A, is hereby approved as the expenses shown therein are qualified expenditures under the Bartlett Donation Ordinance, and the Village Treasurer/Finance Director is hereby authorized and directed to release the sum of \$98,869.44 from the Developer Donation Fund, which was the balance in said Fund as of January 27, 2017, to School District U-46.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017--R enacted on April 4, 2017 and approved on April 4, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A



Tony Sanders, Chief Executive Officer

School District U-46
Educational Services Center
355 E. Chicago Street, Elgin, IL 60120-6543
Tel: 847.888.5000 x5007
Fax: 847.608.4173

U-46.org

February 1, 2017

Ms. Valerie Salmons
Village Administrator
Village of Bartlett
228 South Main Street
Bartlett, IL 60103

Re: Release of Bartlett Developer Contributions to School District U-46

Dear Ms. Salmons:

In accordance with the Village of Bartlett's developer donation ordinance, School District U-46 requests that the Village release funds collected, approximately \$98,869.44, on the District's behalf to offset qualified site acquisition and construction expenditures made by the District.

Attached for your information is a chart, which summarizes the District's submitted expenditure requests, the developer contributions that the Village has released, and the remaining uncredited expenditures.

Please do not hesitate to contact me at 847-888-5000, extension 5023, if you have any questions or if additional information is needed. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey King', written over a horizontal line.

Jeffrey King, Ed.D.
Chief Operations Officer/Chief School Business Official

JK:dd

Enclosure:



Agenda Item Executive Summary

Item Name Utility Tractor Purchase Committee
or Board Board

BUDGET IMPACT

<i>Amount:</i>	\$30,689.81	<i>Budgeted</i>	\$31,500.00
<i>List what fund</i>	Vehicle Replacement Fund		

EXECUTIVE SUMMARY

Attached is a recommendation memo, quote proposal, and resolution for the purchase of one (1) Compact Utility Tractor for Bartlett Hills Golf Course. The purchase of this vehicle was solicited through the IACBMC Joint Purchasing program (State of Illinois Contract No. 14-04-0777-A) in coordination with John Deere & Company of Cary, North Carolina and their distributorship J.W. Turf, Inc. of Elgin, Illinois for one (1) John Deere Model 4052R Compact Utility Tractor for the net price of \$30,689.81.

ATTACHMENTS (PLEASE LIST)

Memo, Quote, Resolution

MOTION: I move to approve Resolution 2017- ____ A resolution approving the purchase of one (1) John Deere Model 4052R Compact Utility Tractor from the John Deere & Company of Cary, North Carolina through their local distributorship J.W. Turf, Inc. of Elgin, Illinois for the net price of \$30,689.81.

ACTION REQUESTED

For Discussion Only ____

Resolution

Ordinance ____

Motion:

Staff: Kevin DeRoo

Date: March 27, 2017

MEMORANDUM

Date: March 20, 2017
To: Paula Schumacher, Village Administrator
From: Kevin DeRoo, Golf Course Superintendent
Re: Utility Tractor Purchase
Cc: Todd Dowden, Finance Director
Scott Skrycki, Assistant Village Administrator

In the State of Illinois, local governments are eligible to receive significant discounts on John Deere equipment through a purchasing program established by the Illinois-Association of County Board Members and Commissioners (IACBMC) and Deere & Company. This competitive bid schedule allows counties and other units of local government to purchase John Deere commercial, consumer, and agricultural equipment at discounted pricing through local distributorships. J.W. Turf, Inc. of Elgin, Illinois is our local John Deere dealer.

In our capital equipment outlay for fiscal year 2016/2017 Bartlett Hills Golf Course has budgeted \$31,500.00 for a new Utility Tractor.

Upon request, J.W. Turf, Inc. has issued us a quote (Quote ID # 14881164) through this program for the purchase of one (1) John Deere Model 4052R Compact Utility Tractor for the price of \$30,689.81. This amount is \$810.19 below budget. This amount also shows an 18% discount to the manufacturer's suggested list price.

The State of Illinois contract number for this purchasing program is 14-04-00777-A and the expiration date for this contract is April 20, 2017.

Based upon all the information given, I recommend the purchase of one (1) John Deere Model 4052R Compact Utility Tractor for the amount of \$30,689.81 from Deere & Company of Cary, North Carolina through their distributor J.W. Turf, Inc. of Elgin, Illinois.

Please place this on the next available Board agenda.

Respectfully submitted,



Kevin DeRoo

Golf Course Superintendent

RESOLUTION 2017 - _____

**A RESOLUTION APPROVING OF THE PURCHASE OF ONE
JOHN DEERE MODEL 4052R COMPACT UTILITY TRACTOR**

WHEREAS, Section 1-8A-5:E of the Bartlett Municipal Code, as amended, provides that all contracts and purchase orders for the purchase of equipment, materials, supplies and contracts for public improvements in excess of \$20,000 shall be let to the lowest responsible bidder after advertising for bids (the "Public Bidding Requirement") unless waived by a vote of 2/3 of the trustees then holding office or otherwise exempt or excepted by law; and

WHEREAS, the Governmental Joint Purchasing Act (30 ILCS 525/0.01, *et seq.*) (the "Act") is one such exemption, and it permits municipalities and other public bodies to purchase personal property, supplies, and services with one or more other governmental units without having to follow the Public Bidding Requirements, provided one of the governmental units participating in the joint purchase follows a competitive solicitation process for any items purchased in the manner specified in the Act, including when the State of Illinois is a party to the joint purchase agreement and the chief procurement officer for the State of Illinois conducts and authorizes the competitive procurement process in accordance with the Illinois Procurement Code (30 ILCS 500/1-1, *et seq.*) and awarded contracts are published in the Illinois Procurement Bulletin; or when the State of Illinois is not the lead state or a party to the joint purchase agreement, another public agency or entity follows the competitive procurement process of pricing that follows the same procedures used for competitive solicitations made pursuant to the Illinois Procurement Code, including that bids and offers be solicited by public notice published in a newspaper of general circulation and all purchases, orders or contracts shall be awarded to the lowest responsible bidder or highest-ranked offeror; and

WHEREAS, the Illinois Association of County Board Members and Commissioners (the "IACBMC") is a public agency of the State of Illinois that has established a joint purchasing program available for use by other governmental entities (the "IACBMC Joint Purchase Program"); and

WHEREAS, the IACBMC has established a public procurement process using competitive solicitation of pricing that satisfies the requirements of the Illinois Procurement Code (State of Illinois Contract No. 14-04-00777-A); and

WHEREAS, the John Deere Model 4052R Compact Utility Tractor is not listed in the Illinois Procurement Bulletin, and thus is not available to be purchased directly from the State of Illinois; however, it is available for purchase through the IACBMC Joint Purchase Program; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/3) provides that “[a]ny power or powers, privileges, functions or authority exercised or which may be exercised by a public agency of the state may be exercised, combined, transferred and enjoyed jointly with any other public agency of this state and jointly with any public agency of any other state or the United States to the extent the laws of such other state do not prohibit joint exercise or enjoyment, except where specifically and expressly prohibited by law”; and

WHEREAS, the Village of Bartlett is also a public agency within the meaning of the Intergovernmental Cooperation Act of the State of Illinois; and

WHEREAS, the Village Attorney has reviewed the underlying IACBMC Request for Proposal for the equipment in question to determine whether the process followed by the IACBMC Joint Purchasing Program satisfies the requirements of the Illinois Joint Purchasing Act, and said Village Attorney has determined that the purchase of the John Deere Model 4052R Compact Utility Tractor for the discounted price of \$30,689.81 (a price that is 18% below the manufacturer’s suggested price) in accordance with the J.W. Turf, Inc. Quote ID #14881164/State of Illinois Contract-IACBMC Program No. 14-04-00777-A which is attached hereto as Exhibit A, does satisfy the requirements of the Joint Purchasing Act, and the Village is authorized to purchase said John Deere Model 4052R Compact Utility Tractor from J.W. Turf, Inc. without further advertising for bids as said purchase is an exception to and does not violate the Public Bidding Requirements;

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 J.W. Turf, Inc. Quote attached hereto as Exhibit A solicited through the IACBMC Joint Purchase program (State of Illinois Contract No. 14-04-0777-A) is hereby approved, and the Acting Village Administrator is hereby authorized and directed to execute a Purchase Order to John Deere & Company, Cary, North Carolina, or J.W. Turf, Inc. for one (1) John Deere Model 4052R Compact Utility Trailer for the total net price of \$30,689.81, and to pay said sum to J.W. Turf, Inc. or John Deere Company pursuant to the terms of the Purchase Order.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

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

Lorna Gilles, Village Clerk

Quote Id: 14881164

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

J. W. Turf, Inc.
180 Corporate Drive
Elgin, IL 60123
847-683-4653
jwrturf@FoxValley.net

Prepared For:

Village Of Bartlett Bartlett Hills Golf Course

JW TURF

Proposal For:

Delivering Dealer:

Ryan Gilmore

J. W. Turf, Inc.
180 Corporate Drive
Elgin, IL 60123

847-683-4653
jwrturf@FoxValley.net

Quote Prepared By:

RYAN GILMORE
847-894-5268
rgilmore@jwrturf.com



JOHN DEERE

JW TURF

Selling Equipment

Quote Id: 14881164 Customer Name: VILLAGE OF BARTLETT BARTLETT HILLS GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

J. W. Turf, Inc.
180 Corporate Drive
Elgin, IL 60123
847-683-4653
jwtrurf@FoxValley.net

JOHN DEERE 4052R Compact Utility Tractor (40 PTO hp)

Contract: IL Assoc of County Board Members 14-04-00777-A (PG I2)

Suggested List *
\$ 37,426.60

Price Effective Date: March 8, 2017

Selling Price *
\$ 30,689.81

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0360LV	4052R Compact Utility Tractor (40 PTO hp)	1	\$ 33,914.00	18.00	\$ 6,104.52	\$ 27,809.48	\$ 27,809.48
Standard Options - Per Unit							
0409	English Operators Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2005	Open Station with Deluxe Seat	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5253	22.50LLx16.1 (6PR, R3 Turf Special, 1 Position)	1	\$ 535.00	18.00	\$ 96.30	\$ 438.70	\$ 438.70
6253	27x12LL-15 (6PR, R3 Turf Special, 2 Position)	1	\$ 78.00	18.00	\$ 14.04	\$ 63.96	\$ 63.96
Standard Options Total			\$ 613.00		\$ 110.34	\$ 502.66	\$ 502.66
Dealer Attachments/Non-Contract/Open Market							
BLV10050	4th & 5th Selective Control Valve Kit (OOS Only)	1	\$ 892.10	18.00	\$ 160.58	\$ 731.52	\$ 731.52
LVB25334	Canopy - Standard	1	\$ 476.30	18.00	\$ 85.73	\$ 390.57	\$ 390.57
LVB25332	Canopy Mounting Bracket and Hardware Kit	1	\$ 74.80	18.00	\$ 13.46	\$ 61.34	\$ 61.34
BLV10441	Front Weight Bracket Extension Kit	1	\$ 255.20	18.00	\$ 45.94	\$ 209.26	\$ 209.26
BM19780	Quik-Tatch Weight, 70 lb.	12	\$ 100.10	18.00	\$ 18.02	\$ 82.08	\$ 984.98
Dealer Attachments Total			\$ 1,798.50		\$ 323.73	\$ 1,474.77	\$ 2,377.67
Suggested Price						\$ 30,689.81	
Total Selling Price			\$ 36,325.50		\$ 6,538.59	\$ 29,786.91	\$ 30,689.81



JW TURF

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

J. W. Turf, Inc.
180 Corporate Drive
Elgin, IL 60123
847-683-4653
jwtrurf@FoxValley.net

Quote Summary

Prepared For:

Village Of Bartlett Bartlett Hills Golf Course
228 S Main St
Bartlett, IL 60103
Business: 970-856-3123

Delivering Dealer:

J. W. Turf, Inc.
Ryan Gilmore
180 Corporate Drive
Elgin, IL 60123
Phone: 847-683-4653
Mobile: 847-894-5268
rgilmore@jwtrurf.com

Quote ID: 14881164
Created On: 08 March 2017
Last Modified On: 08 March 2017
Expiration Date: 31 May 2017

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 4052R Compact Utility Tractor (40 PTO hp)	\$ 37,426.60	\$ 30,689.81 X	1 =	\$ 30,689.81
Contract: IL Assoc of County Board Members 14-04-00777-A (PG I2)				
Price Effective Date: March 8, 2017				
Equipment Total				\$ 30,689.81

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 30,689.81
Trade In	
SubTotal	\$ 30,689.81
Total	\$ 30,689.81
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 30,689.81

Salesperson : X _____

Accepted By : X _____



Agenda Item Executive Summary

Item Name 2017 MFT-Ruzicka Field Parking Lot Committee or Board Village Board

BUDGET IMPACT

<i>Amount:</i>	\$ 675,000.00	<i>Budgeted</i>	\$ 675,000.00
<i>List what fund</i>	MFT Funds		

EXECUTIVE SUMMARY

Enclosed is an MFT Resolution for consideration by the Village Board to direct funds for use in the 2017/2018 Ruzicka Field Parking Lot Construction/Engineering. The attached resolution is being submitted in the amount of \$ 675,000.00. Any unused funds will be credited back to the MFT account for use on other projects.

There was much discussion at the last Board meeting regarding the high cost to construct the parking lot, therefore, I wanted to provide some additional information. For years, ComEd had refused to allow us to pave the lot, however, they have recently said they will allow it. The lot is over 1.5 acres that will be curbed, properly drained, and paved. Recently, bids have been coming in lower than our estimates and hopefully that will be the case here. Paving the lot will allow us to stripe the lot which should maximize the number of cars parking and will help clean up the area.

ATTACHMENTS (PLEASE LIST)

Memo, Motion, IDOT Resolution

ACTION REQUESTED

For Discussion Only _____

Resolution X

Ordinance _____

Motion: I MOVE THE VILLAGE BOARD APPROVE RESOLUTION 2017_____, A RESOLUTION AUTHORIZING THE USE OF MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$675,000.00 FOR THE FY2017/2018 MFT PROGRAM, TO PAY FOR THE COST OF CONSTRUCTION AND ENGINEERING FOR THE RUZICKA FIELD PARKING LOT PROJECT AND:
TO AUTHORIZE THE VILLAGE CLERK TO SIGN SAID MFT RESOLUTION.

Staff: Dan Dinges

Date: March 23, 2017

Director of Public Works

MEMORANDUM

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: Resolution for the Ruzicka Parking Lot
Date: March 14, 2017

Enclosed is an MFT Resolution that needs to be adopted by the Village Board in order to use MFT funds for the Ruzicka Field parking lot engineering and construction

Ruzicka Field Parking Lot Construction and Engineering	\$ 675,000.00
--	---------------

The referenced resolution is being submitted in the amount of \$ 675,000.00 and will commit funds to these projects. Funds not used will be credited back to the MFT account for use on other projects.

I am requesting that you place this resolution on the next available Board agenda for action.



BE IT RESOLVED, by the _____ PRESIDENT AND BOARD OF TRUSTEES _____ of the _____ Council or President and Board of Trustees _____ of the _____ VILLAGE _____ of BARTLETT _____ Illinois _____ City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: NEWPORT BLVD., FAU 0361, CORAL AVE., MILLWOOD DR.

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of aggregate base, concrete curb & gutter, HMA binder and surface course, installation of bio swales, storm sewer, pavement marking and topsoil and sodding.

and shall be constructed 500 x 150 feet wide

and be designated as Section 17-000XX-00-PK

2. That there is hereby appropriated the (additional Yes No) sum of Six Hundred Seventy Five Thousand Dollars (\$675,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by CONTRACT Specify Contract or Day Labor ; and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved _____ Date _____ Department of Transportation _____ Regional Engineer _____

I, LORNA GILESS Clerk in and for the VILLAGE of BARTLETT City, Town or Village County of COOK / DuPAGE / KANE, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the PRESIDENT AND BOARD OF TRUSTEES Council or President and Board of Trustees at a meeting on _____ Date IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ (SEAL) _____ City, Town, or Village Clerk



Agenda Item Executive Summary

Item Name 2017 MFT- Various Streets Project Committee or Board Village Board

BUDGET IMPACT

Amount: \$ 992,872.83 Budgeted \$ 1,100,000.00

List what fund MFT Funds

EXECUTIVE SUMMARY

On February 23, 2017 a *Notice to Bidders* was published in the IDOT Bulletin and the Village web site, soliciting bids for the 2017 MFT Various Streets Project. This project consists of removing and replacing curb and gutter, driveway aprons, pavement patching, milling and asphalt resurfacing. Eight bid packets were distributed to prospective bidders. Bids were due no later than March 13, 2017 at 10:00 AM., Eight bid packets were returned.

Brothers Asphalt Paving Inc. submitted the low bid of \$992,872.83 for this project. Brothers Asphalt Paving had last year's contract with the Village. Brothers performed the work well and we were satisfied with the quality of the completed project.

I have attached a bid tally sheet for your review.
There is a budget of \$1,100,000.00 for this project in the 2017 budget.

ATTACHMENTS (PLEASE LIST)

Memo, Bid Tab, Resolution, Agreement

ACTION REQUESTED

For Discussion Only _____

Resolution X

Ordinance _____

MOTION: I MOVE THE VILLAGE BOARD AWARD THE BID FOR THE 2017 MFT VARIOUS STREETS PROJECT TO BROTHERS ASPHALT PAVING INC. OF ADDISON, IL IN THE AMOUNT OF \$ 992,872.83

Staff: Dan Dinges

Date: April 4, 2017

Director of Public Works

MEMO

Date: March 23, 2017

To: Paula Schumacher, Village Administrator

From: Dan Dinges, Public Works Director

Re: *2017 MFT Various Streets Project Bid Opening*

On February 23, 2017 a *Notice to Bidders* was published in the IDOT Bulletin and the Village web site, soliciting bids for the 2017 MFT Various Streets Project. This project consists of removing and replacing curb and gutter, driveway aprons, pavement patching, milling and asphalt resurfacing. Eight bid packets were distributed to prospective bidders. Bids were due no later than March 13, 2017 at 10:00 AM., Eight bid packets were returned.

Brothers Asphalt Paving Inc. submitted the low bid of \$992,872.83 for this project. Brothers Asphalt Paving had last year's contract with the Village. Brothers performed the work well and we were satisfied with the quality of the completed project.

I have attached a bid tally sheet for your review.

There is a budget of \$1,100,000.00 for this project in the 2017 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.



VILLAGE OF BARTLETT
2017 MFT VARIOUS STREETS
 BID TABULATION
 March 13, 2017

SHEET 1

Item No.	Items	Unit	Quantity	ENGINEERS ESTIMATE		BROTHERS ASPHALT PAVING 315 S. STEWART AVE. ADDISON IL. 60101		PLOTE CONSTRUCTION 1100 BRANDT DR. HOFFMAN ESTATES IL. 60192		SCHROEDER ASPHALT 11022 S. GRANT HWY. HUNTLEY IL. 60142		ALAMP CONCRETE CONTRACTORS 1900 WRIGHT BLVD. SCHAMBURG IL. 60193		ARROW ROAD CONSTRUCTION 3401 S. BUSSE RD. MT. PROSPECT IL. 60056	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	HMA SURF. REM. (VAR DEPTH).	SY	2134	\$1.50	\$3,201.00	\$2.00	\$4,268.00	\$2.20	\$4,694.80	\$1.15	\$2,454.10	\$2.50	\$5,335.00	\$1.00	\$2,134.00
2	HMA SURFACE REMOVAL, 2"	SY	43955	\$3.00	\$131,865.00	\$1.50	\$65,932.50	\$2.20	\$96,701.00	\$1.75	\$76,921.25	\$1.75	\$76,921.25	\$1.00	\$43,955.00
3	HMA SURF. REMOVAL 6"	SY	7838	\$4.00	\$31,352.00	\$4.00	\$31,352.00	\$4.10	\$32,135.80	\$4.90	\$38,406.20	\$5.00	\$39,190.00	\$1.00	\$7,838.00
4	AGG. BASE CRS. REMOVAL 8"	SY	7838	\$5.00	\$39,190.00	\$5.50	\$43,109.00	\$4.00	\$31,352.00	\$5.30	\$41,541.40	\$6.75	\$52,906.50	\$1.00	\$7,838.00
5	REM. & DISP. OF UNSUIT 12"	SY	650	\$12.00	\$7,800.00	\$12.00	\$7,800.00	\$0.10	\$65.00	\$18.50	\$12,025.00	\$5.00	\$3,250.00	\$24.70	\$16,055.00
6	GEOTECHNICAL FABRIC	SY	7838	\$2.75	\$21,554.50	\$1.00	\$7,838.00	\$1.60	\$12,540.80	\$0.85	\$6,662.30	\$1.00	\$7,838.00	\$1.75	\$13,716.50
7	AGG. BASE COURSE TY B - 8"	SY	7838	\$6.50	\$50,947.00	\$8.00	\$62,704.00	\$6.00	\$47,028.00	\$7.65	\$59,960.70	\$7.30	\$57,217.40	\$6.90	\$54,082.20
8	HMA PYMT. PATCH 3"	SY	252	\$20.00	\$5,040.00	\$20.00	\$5,040.00	\$48.00	\$12,096.00	\$18.00	\$4,536.00	\$24.00	\$6,048.00	\$43.15	\$10,873.80
9	PCC DRIVEWAY REM. & REPL. 6"	SF	440	\$17.00	\$7,480.00	\$8.24	\$3,625.60	\$7.00	\$3,080.00	\$7.00	\$3,080.00	\$7.25	\$3,190.00	\$5.70	\$2,508.00
10	HMA DRIVE REM. & REPL.	SY	75	\$25.00	\$1,875.00	\$50.00	\$3,750.00	\$35.00	\$2,625.00	\$20.00	\$1,500.00	\$25.00	\$1,875.00	\$49.00	\$3,675.00
11	BIT. MATLS (TACK COAT)	LBS	25072	\$0.32	\$8,023.04	\$0.10	\$2,507.20	\$0.10	\$2,507.20	\$0.01	\$250.72	\$0.01	\$250.72	\$0.72	\$18,051.84
12	HMA BINDER CRS. IL.-19.0, N50.-2"	TON	879	\$64.00	\$56,256.00	\$61.00	\$53,619.00	\$59.00	\$51,861.00	\$65.30	\$57,398.70	\$61.00	\$53,619.00	\$66.00	\$58,014.00
13	POLY LEV BIN MM N50 IL.-4.75, N50	TON	2320	\$85.00	\$197,200.00	\$75.00	\$174,000.00	\$70.00	\$162,400.00	\$80.00	\$185,600.00	\$82.00	\$190,240.00	\$89.05	\$206,586.00
14	HMA SURF. CRS. MIX "D" N70-1-1/2"	TON	4702	\$67.00	\$315,034.00	\$65.00	\$305,630.00	\$63.00	\$305,630.00	\$63.00	\$296,226.00	\$65.50	\$307,981.00	\$68.70	\$323,027.40
15	COMB. CONC. C&G REM. & REPL.	FT	5353	\$21.50	\$115,089.50	\$23.69	\$126,812.57	\$24.25	\$129,810.25	\$25.20	\$134,895.60	\$20.50	\$109,736.50	\$24.00	\$128,472.00
16	DRAINAGE STRUCTURE ADJ	EA	28	\$455.00	\$12,740.00	\$280.00	\$7,840.00	\$300.00	\$8,400.00	\$300.00	\$8,400.00	\$325.00	\$9,100.00	\$300.00	\$8,400.00
17	MH BE ADJUSTED w/ NEW FR & LID	EA	23	\$600.00	\$13,800.00	\$500.00	\$11,500.00	\$700.00	\$16,100.00	\$700.00	\$16,100.00	\$550.00	\$12,650.00	\$700.00	\$16,100.00
18	PCC SIDEWALK REM. & REPL.	SF	4883	\$6.00	\$29,298.00	\$6.70	\$32,716.10	\$7.00	\$34,181.00	\$6.56	\$32,032.48	\$7.00	\$34,181.00	\$6.00	\$29,298.00
19	DETECTABLE WARNING PANELS	SF	710	\$41.00	\$29,110.00	\$24.72	\$17,551.20	\$24.50	\$17,395.00	\$26.25	\$18,637.50	\$20.00	\$14,200.00	\$24.00	\$17,040.00
20	THERMOPLASTIC L & S	SF	6.2	\$4.50	\$27.90	\$10.30	\$63.86	\$10.00	\$62.00	\$5.25	\$32.55	\$5.50	\$34.10	\$7.95	\$49.29
21	THERMOPLASTIC LINE 6"	FT	1190	\$2.06	\$2,451.40	\$1.55	\$1,844.50	\$1.50	\$1,785.00	\$2.10	\$2,499.00	\$2.20	\$2,618.00	\$1.95	\$2,320.50
22	THERMOPLASTIC LINE 12"	FT	78	\$6.10	\$475.80	\$3.09	\$241.02	\$3.00	\$234.00	\$2.40	\$187.20	\$2.50	\$195.00	\$3.95	\$308.10
23	THERMOPLASTIC LINE 24"	FT	151	\$8.30	\$1,253.30	\$6.18	\$933.18	\$6.00	\$906.00	\$4.20	\$634.20	\$4.40	\$664.40	\$7.95	\$1,200.45
24	REM & REPL WHEEL STOPS	EA	32	\$10.00	\$320.00	\$30.00	\$960.00	\$150.00	\$4,800.00	\$55.00	\$1,760.00	\$150.00	\$4,800.00	\$85.00	\$2,720.00
25	INFORMATION SIGN	EA	11	\$100.00	\$1,100.00	\$190.55	\$2,096.05	\$75.00	\$825.00	\$300.00	\$3,300.00	\$300.00	\$3,300.00	\$75.00	\$825.00
26	TCP HWY. STA. 701501	LS	1	\$1,250.00	\$1,250.00	\$19,000.00	\$19,000.00	\$16,500.00	\$16,500.00	\$4,000.00	\$4,000.00	\$22,500.00	\$22,500.00	\$60,800.00	\$60,800.00
27	TCP HWY. STA. 701701	LS	1	\$1,500.00	\$1,500.00	\$46.35	\$46.35	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
28	TCP HWY. STA. 701801	LS	1	\$1,500.00	\$1,500.00	\$46.35	\$46.35	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
29	TCP HWY. STA. 701901	LS	1	\$3,000.00	\$3,000.00	\$46.35	\$46.35	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
	AS READ				\$992,872.83		\$995,717.85		\$995,717.85		\$1,009,043.90		\$1,019,843.87		\$1,035,901.08
	TOTAL			\$1,089,733.44	\$992,872.83	\$995,717.85	\$1,009,043.90	\$1,019,843.87	\$1,035,901.08						

RESOLUTION 2017 - ___ - R

**A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE
VILLAGE OF BARTLETT AND BROTHERS ASPHALT PAVING INC.
FOR THE 2017 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 \$992,872.83.

SECTION TWO: That the 2017 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 4, 2017.

APPROVED April 4, 2017.

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017 - ___-R, enacted on April 4, 2017, and approved on April 4, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



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 2017 MFT VARIOUS STREETS
 SECTION NO. 17-00000-01-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. 11-30-17

Signature: _____

County COOK / DU PAGE / KANE
Local Public Agency VILLAGE OF BARTLETT
Section Number 17-00000-01-GM
Route 2017 VARIOUS STREETS

1. THIS AGREEMENT, made and concluded the 4 th day of April 2017,
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 17-00000-01-GM, in The VILLAGE OF BARTLETT, approved by the Illinois Department of Transportation on 2-16-17, 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 2017 Crack Sealing Project Committee or Board Village Board

BUDGET IMPACT

Amount: \$ 70,625.00 Budgeted \$ 75,000.00

List what fund MFT Funds

EXECUTIVE SUMMARY

On February 23, 2017 a *Notice to Bidders* was published in the IDOT Bulletin and on the Village web site, soliciting bids for the 2017 Crack Sealing Project. This project consists of routing and sealing the asphalt pavement. Four bid packets were distributed to prospective bidders. Bids were due no later than March 13, 2017 at 10:10 AM.; four bid packets were returned.

Patriot Pavement Maintenance submitted the low bid of \$70,625.00 for this project. Patriot Pavement Maintenance has not worked for the Village in the past but feel that they can complete this project with good results. References were checked with other communities and the quality of work was very good. I have attached a bid tally sheet for your review.

The budget amount is \$75,000.00 that will be funded using MFT funds. The remaining funds will be returned to the MFT fund to be used at a later date.

ATTACHMENTS (PLEASE LIST)

Memo, Bid Tab, Resolution, Agreement

ACTION REQUESTED

For Discussion Only _____

Resolution X

Ordinance _____

MOTION: I MOVE THE VILLAGE BOARD AWARD THE BID FOR THE 2017 CRACK SEALING PROJECT TO PATRIOT PAVEMENT MAINTENANCE OF DES PLAINES, IL IN THE AMOUNT OF \$ 70,625.00

Staff: Dan Dinges

Date: April 4, 2017

Director of Public Works

MEMO

Date: March 23, 2017

To: Paula Schumacher, Village Administrator

From: Dan Dinges, Public Works Director

Re: *2017 Crack Sealing Project Bid Opening*

On February 23, 2017 a *Notice to Bidders* was published in the IDOT Bulletin and on the Village web site, soliciting bids for the 2017 Crack Sealing Project. This project consists of routing and sealing the asphalt pavement. Four bid packets were distributed to prospective bidders. Bids were due no later than March 13, 2017 at 10:10 AM.; four bid packets were returned.

Patriot Pavement Maintenance submitted the low bid of \$70,625.00 for this project. Patriot Pavement Maintenance has not worked for the Village in the past but feel that they can complete this project with good results. References were checked with other communities and the quality of work was very good. I have attached a bid tally sheet for your review.

The budget amount is \$75,000.00 that will be funded using MFT funds. The remaining funds will be returned to the MFT fund to be used at a later date.

Based upon the bids submitted, I recommend the bid be awarded to Behm Pavement Maintenance Inc.

Please place this on the next available Board Agenda.

RESOLUTION 2017 - ___ - R

**A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE
VILLAGE OF BARTLETT AND PATRIOT PAVEMENT MAINTENANCE INC.
FOR THE 2017 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:

Patriot Pavement Maintenance Inc. (the "Contractor") at the unit pricing set forth in its bid, which when applied to the estimated quantities for the Project Work, total \$70,625.00.

SECTION TWO: That the 2017 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 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 4, 2017.

APPROVED April 4, 2017.

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017 - ___-R, enacted on April 4, 2017, and approved on April 4, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

2017 CRACK SEALING PROJECT AGREEMENT

This Crack Sealing Project Agreement (the "Agreement") is entered this 4th day of April between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Patriot Pavement Maintenance (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 approximately 6.0 miles of routing, cleaning and sealing transverse and longitudinal cracks and curb line joints.

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 Contractor's Proposal; and (v) the Performance and Payment Bond or Letter of Credit as defined herein 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 June 30, 2017.

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) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company; (2) 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; (3) Certified Payrolls; and (4) such additional documentation and/or information requested by the Village relative to said payment.

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

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

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

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

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

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

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

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

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

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

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

1. Commercial General and Umbrella Liability Insurance.

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

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

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

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

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

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

2. Continuing Completed Operations Liability Insurance.

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

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

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

3. Business Auto Liability Insurance.

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

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

4. Workers Compensation and Employees Liability Insurance.

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

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

5. Excess Umbrella Liability Insurance Coverage.

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

6. General Insurance Provisions.

a. Evidence of Insurance

i. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), including but not

limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

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

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

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

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

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

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

b. Acceptability of Insurers

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

c. Cross-Liability Coverage

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

d. Deductibles and Self-Insured Retentions

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

e. The Village Shall Not Waive Any Rights of Subrogation

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

f. Failure to Comply with Insurance Reporting Provisions

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

g. All Insurance Obtained Shall Apply Separately to Each Insured

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

h. Insurance Requirements cannot be waived

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

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

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

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

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or

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

j. Notice of Personal Injury or Property Damage

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

k. Subcontractors

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

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

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

J. Prevailing Wages.

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

K. Default.

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

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

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

M. Hazardous Substances.

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by Contractor, and/or 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 neo 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:

PATRIOT PAVEMENT MAINTENANCE

By: _____
Kevin Wallace
Village President

By: _____
Title: _____

Attest:

Attest:

By: _____
Lorna Giless, Village Clerk

Title: _____

Date: _____

Date: _____



Agenda Item Executive Summary

Item Name 2017 Concrete Replacement Project Committee or Board Village Board

BUDGET IMPACT

Amount: \$ 51,300.00 *Budgeted* \$ 60,000.00

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 trees roots pushing up the walk and trench settlements causing trip hazards.

On February 23, 2017 a *Notice to Bidders* was published in the IDOT Bulletin, Village web site and the Examiner, soliciting bids for the 2017 Concrete Replacement Project. Eight bid packets were distributed to prospective bidders. Bids were due no later than March 13, 2017 at 10:20 AM., Five bid packets were returned.

Schroeder & Schroeder Inc. submitted a qualified low bid of \$51,300.00 for this project. Schroeder & Schroeder Inc. was the concrete contractor for the 2014 Sidewalk Replacement Project and we were satisfied with their performance.

ATTACHMENTS (PLEASE LIST)

Memo, Bid Tab, Resolution, Agreement

ACTION REQUESTED

For Discussion Only _____

Resolution X

Ordinance _____

MOTION: I MOVE THE VILLAGE BOARD AWARD THE BID FOR THE 2017 CONCRETE REPLACEMENT PROJECT TO SCHROEDER & SCHROEDER INC. OF SKOKIE, IL IN THE AMOUNT OF \$ 51,300.00

Staff: Dan Dinges

Date: April 4, 2017

Director of Public Works

MEMO

Date: March 24, 2017

To: Paula Schumacher, Village Administrator

From: Dan Dinges, Public Works Director

Re: *2017 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 trees roots pushing up the walk and trench settlements causing trip hazards.

On February 23, 2017 a *Notice to Bidders* was published in the IDOT Bulletin, Village web site and the Examiner, soliciting bids for the 2017 Concrete Replacement Project. Eight bid packets were distributed to prospective bidders. Bids were due no later than March 13, 2017 at 10:20 AM., Five bid packets were returned.

Schroeder & Schroeder Inc. submitted a qualified low bid of \$51,300.00 for this project. Schroeder & Schroeder Inc. was the concrete contractor for the 2014 Sidewalk Replacement Project and we were satisfied with their performance.

I have attached a bid tally sheet for your review.

Based upon the bid submitted, I recommend the bid be awarded to Schroeder & Schroeder Inc. The budget amount for this project is \$60,000.00.

Please place this on the next available Board Agenda.

RESOLUTION 2017 - ___ - R

**A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE
VILLAGE OF BARTLETT AND SCHROEDER & SCHROEDER INC.
FOR THE 2017 CONCRETE REPLACEMENT PROGRAM**

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:

Schroeder & Schroeder Inc. (the "Contractor") at the unit pricing set forth in its bid, which when applied to the estimated quantities for the Project Work, total \$51,300.00.

SECTION TWO: That the 2017 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 hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

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 4, 2017.

APPROVED April 4, 2017.

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017 - ___-R, enacted on April 4, 2017, and approved on April 4, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

2017 CONCRETE REPLACEMENT AGREEMENT

This Concrete Replacement Agreement (the "Agreement") is entered this 4th day of April between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Schroeder & Schroeder Inc. (the "Contractor") (collectively, the "Parties").

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

Project Work.

a. The improvements consist of the removing the existing damaged PCC sidewalk and replacing it with a 5" PCC sidewalk or 6" PCC sidewalk (at driveway locations). This work shall also include various locations for 6" PCC driveway and combination curb and gutter replacement. Restoration in areas disturbed by the construction is also included.

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 X 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 May 1, 2018.

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

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

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

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

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

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

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

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

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

(v) Certified Payrolls (defined below)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Commercial General and Umbrella Liability Insurance.

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

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

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

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

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

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

2. Continuing Completed Operations Liability Insurance.

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

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

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

3. Business Auto Liability Insurance.

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

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

4. Workers Compensation and Employees Liability Insurance.

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

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

5. Excess Umbrella Liability Insurance Coverage.

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

6. General Insurance Provisions.

a. Evidence of Insurance

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

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

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

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

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

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

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

b. Acceptability of Insurers

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

c. Cross-Liability Coverage

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

d. Deductibles and Self-Insured Retentions

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

e. The Village Shall Not Waive Any Rights of Subrogation

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

f. Failure to Comply with Insurance Reporting Provisions

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

g. All Insurance Obtained Shall Apply Separately to Each Insured

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

h. Insurance Requirements cannot be Waived

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

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

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

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

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

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

j. Notice of Personal Injury or Property Damage

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

k. Subcontractors

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

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

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

J. Prevailing Wages.

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

K. Default.

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

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

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

M. Hazardous Substances.

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

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

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

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

N. Delays in Project Work.

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

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

O. Change Orders.

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

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

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

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

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

R. Exhibits and Contract Documents.

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

S. Assumption of Liability.

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

T. Severability

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

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

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

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

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

W. Clean Air Act and Federal Water Pollution Control Act

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

X. Removal and Disposal

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

Y. Work by Trade Unions

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

any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

Z. Illinois Human Rights Act.

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

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

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

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

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

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

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

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

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

Z-1. Guarantee.

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

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

Z-2 Miscellaneous.

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

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

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

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

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

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

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

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

VILLAGE OF BARTLETT:

By: _____
Kevin Wallace
Village President

Attest:

By: _____
Lorna Gilles, Village Clerk

Date: _____

SCHROEDER & SCHROEDER INC.

By: _____
Title: _____

Attest:

Title: _____

Date: _____



Agenda Item Executive Summary

Item Name 2017 Stearns Culvert Extension Project Committee or Board Village Board

BUDGET IMPACT

Amount: \$ 306,475.37 Budgeted \$ 405,000.00

List what fund MFT Funds

EXECUTIVE SUMMARY

On February 23, 2017 a *Notice to Bidders* was published in the IDOT Bulletin and the Village web site, soliciting bids for the Stearns Rd. over Country Creek Project. This project consists of extending the existing box culvert, retaining wall, bike path, curb & gutter, milling and asphalt resurfacing. Nine bid packets were distributed to prospective bidders. Bids were due no later than March 13, 2017 at 11:00 AM., Six bid packets were returned.

Alliance Contractors Inc. submitted the low bid of \$306,475.37 for this project. Alliance Contractors Inc. have worked in the Village in the past and we were satisfied with the quality of their work.

I have attached a bid tally sheet for your review. There is a budget of \$405,000.00 for this project in the 2017 budget.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Bid Tab, Agreement

ACTION REQUESTED

For Discussion Only _____

Resolution X

Ordinance _____

MOTION: I MOVE THE VILLAGE BOARD AWARD THE BID FOR THE 2017 STEARNS CULVERT EXTENSION PROJECT TO ALLIANCE CONTRACTORS INC. OF WOODSTOCK, IL IN THE AMOUNT OF \$ 306,475.37

Staff: Dan Dinges

Date: April 4, 2017

Director of Public Works

MEMO

Date: March 24, 2016

To: Paula Schumacher, Village Administrator

From: Dan Dinges, Public Works Director

Re: *Stearns Road over Country Creek Project Bid Opening*

On February 23, 2017 a *Notice to Bidders* was published in the IDOT Bulletin and the Village web site, soliciting bids for the Stearns Rd. over Country Creek Project. This project consists of extending the existing box culvert, retaining wall, bike path, curb & gutter, milling and asphalt resurfacing. Nine bid packets were distributed to prospective bidders. Bids were due no later than March 13, 2017 at 11:00 AM., Six bid packets were returned.

Alliance Contractors Inc. submitted the low bid of \$306,475.37 for this project. Alliance Contractors Inc. have worked in the Village in the past and we were satisfied with the quality of their work.

I have attached a bid tally sheet for your review.

There is a budget of \$405,000.00 for this project in the 2017 budget.

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

Please place this on the next available Board Agenda.

RESOLUTION 2017 - ___ - R

**A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE
VILLAGE OF BARTLETT AND ALLIANCE CONTRACTORS INC.
FOR THE STEARNS RD. OVER COUNTRY CREEK 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 Stearns Rd. over Country Creek 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:

Alliance Contractors Inc. (the "Contractor") at the unit pricing set forth in its bid, which when applied to the estimated quantities for the Project Work, total \$306,475.37.

SECTION TWO: That the Stearns Rd. over Country Creek 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 4, 2017.

APPROVED April 4, 2017.

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017 -___-R, enacted on April 4, 2017, and approved on April 4, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



VILLAGE OF BARTLETT
STEARNS ROAD CULVERT
 BID TABULATION

March 13, 2017

SHEET 1

Item No.	Items	Unit	Quantity	MARTAM CONSTRUCTION 1200 GASKET DRIVE ELGIN IL 60120		ALLIANCE CONTRACTORS 1166 Lake Ave WOODSTOCK, IL 60098		KEE CONSTRUCTION 11002 S. WHIPPLE CHICAGO IL 60655		LANDMARK CONTRACTORS 11916 W. MAIN ST. HUNTLEY, IL 60142		NORVILLA LLC 2701 S. 13th Ave. BROADVIEW IL 60155		AREATHA CONSTRUCTION 410 E. NORTH AVE. STREAMWOOD, IL 60107		
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	TREE REMOVAL (6 TO 15 UNIT DIA)	UNIT	178	\$22.00	\$3,916.00	\$21.00	\$3,738.00	\$18.30	\$3,257.40	\$14.00	\$2,492.00	\$19.08	\$3,396.24	\$30.00	\$5,340.00	
2	EARTH EXCAVATION	CY	209	\$30.00	\$6,270.00	\$10.00	\$2,090.00	\$48.80	\$10,199.20	\$55.00	\$11,495.00	\$39.70	\$8,297.30	\$38.00	\$7,942.00	
3	FURNISHED EXCAVATION	CY	73	\$20.00	\$1,460.00	\$1.00	\$73.00	\$48.80	\$3,562.40	\$55.00	\$4,015.00	\$31.95	\$2,332.35	\$30.00	\$2,190.00	
4	POURIOUS GRAN. EMBANKMENT	CY	78	\$52.00	\$4,056.00	\$35.00	\$2,730.00	\$61.00	\$4,758.00	\$100.00	\$7,800.00	\$45.15	\$3,521.70	\$0.01	\$0.78	
5	TOPSOIL FURNISH & PLACE 4"	SY	1130	\$0.10	\$113.00	\$0.10	\$113.00	\$3.66	\$4,135.80	\$6.18	\$6,983.40	\$6.25	\$9,322.50	\$6.00	\$6,780.00	
6	NITROGEN FERTILIZER NUTRIENT	LBS	15	\$3.00	\$45.00	\$2.00	\$30.00	\$24.40	\$368.00	\$3.00	\$45.00	\$3.40	\$51.00	\$3.00	\$45.00	
7	POTASSIUM FERTILIZER NUTRIENT	LBS	15	\$3.00	\$45.00	\$2.00	\$30.00	\$24.40	\$368.00	\$3.00	\$45.00	\$3.40	\$51.00	\$3.00	\$45.00	
8	SODDING, SALT TOLERANT	SY	1130	\$15.00	\$16,950.00	\$14.40	\$16,272.00	\$4.39	\$4,960.70	\$7.18	\$8,113.40	\$14.60	\$16,498.00	\$6.25	\$7,062.50	
9	PERIMETER EROSION BARRIER	FT	427	\$6.00	\$2,562.00	\$5.00	\$2,135.00	\$6.10	\$2,604.70	\$2.80	\$1,195.60	\$3.40	\$1,451.80	\$4.00	\$1,708.00	
10	AGGREGATE SUBGRADE 12"	SY	400	\$15.00	\$6,000.00	\$12.00	\$4,800.00	\$21.96	\$8,784.00	\$28.00	\$11,200.00	\$14.35	\$5,740.00	\$29.00	\$11,600.00	
11	SUBBASE GRANULAR MAT. TY B 6"	SY	290	\$8.00	\$2,320.00	\$6.00	\$1,740.00	\$10.98	\$3,184.20	\$12.00	\$3,480.00	\$9.15	\$2,653.50	\$22.00	\$6,380.00	
12	HMA BASE CRS. WIDENING 6"	SY	160	\$70.00	\$11,200.00	\$83.23	\$13,316.80	\$42.70	\$6,832.00	\$63.23	\$10,120.00	\$88.25	\$14,120.00	\$50.00	\$8,000.00	
13	BIT. MATERIALS (PRIME COAT)	LBS	920	\$0.10	\$92.00	\$0.80	\$736.00	\$1.83	\$1,688.60	\$0.80	\$736.00	\$0.90	\$828.00	\$1.10	\$1,012.00	
14	BIT. MATERIALS (TACK COAT)	LBS	550	\$0.10	\$55.00	\$1.15	\$632.50	\$1.83	\$1,008.50	\$1.15	\$632.50	\$1.30	\$715.00	\$2.00	\$1,100.00	
15	HMA SURFACE CRS. MIX "D" N70	TON	180	\$125.00	\$22,500.00	\$131.66	\$23,698.80	\$109.80	\$19,764.00	\$131.66	\$23,698.80	\$139.55	\$25,119.00	\$170.00	\$30,600.00	
16	PAVEMENT REMOVAL	SY	305	\$12.00	\$3,660.00	\$30.00	\$9,150.00	\$36.60	\$11,163.00	\$18.00	\$5,490.00	\$7.70	\$2,348.50	\$26.00	\$7,930.00	
17	HMA SURFACE REMOVAL 2"	SY	1205	\$10.00	\$12,050.00	\$12.97	\$15,628.85	\$9.76	\$11,760.80	\$8.00	\$9,640.00	\$14.65	\$17,653.25	\$7.25	\$8,736.25	
18	REMOVAL OF EXIST. STRUCTURES	EA	1	\$32,000.00	\$32,000.00	\$63,000.00	\$63,000.00	\$18,300.00	\$18,300.00	\$16,000.00	\$16,000.00	\$11,996.10	\$11,996.10	\$19,500.00	\$19,500.00	
19	CONCRETE REMOVAL	CY	7	\$800.00	\$5,600.00	\$100.00	\$700.00	\$2,171.60	\$1,520.00	\$1,475.00	\$70.00	\$8,400.00	\$56.35	\$6,762.00	\$0.01	\$1.20
20	STRUCTURE EXCAVATION	CY	120	\$30.00	\$3,600.00	\$10.00	\$1,200.00	\$195.20	\$23,424.00	\$1,475.00	\$175.00	\$8,400.00	\$6.762.00	\$800.00	\$1,200.00	
21	CONCRETE STRUCTURES	CY	41.5	\$950.00	\$39,425.00	\$1,200.00	\$49,800.00	\$2,244.00	\$92,808.00	\$49.00	\$20,445.00	\$60.50	\$25,107.50	\$30.00	\$12,402.50	
22	RE BARS . EPOXY COATED	LBS	5930	\$2.00	\$11,860.00	\$1.00	\$5,930.00	\$2.44	\$14,469.20	\$3.10	\$18,383.00	\$2.90	\$17,197.00	\$3.00	\$17,790.00	
23	SEGMENTAL CONC. RETAIN WALL	SF	1200	\$47.00	\$56,400.00	\$28.00	\$33,600.00	\$32.94	\$39,528.00	\$49.00	\$58,800.00	\$60.50	\$72,607.50	\$30.00	\$36,000.00	
24	CONCRETE FLARED END SEC. 21"	EA	1	\$900.00	\$900.00	\$400.00	\$400.00	\$1,200.00	\$1,200.00	\$1,050.00	\$1,050.00	\$1,484.82	\$1,484.82	\$1,475.00	\$1,475.00	
25	STORM SEWER CL. "A", TY. 1 21"	FT	16	\$120.00	\$1,920.00	\$90.00	\$1,440.00	\$122.00	\$1,952.00	\$85.00	\$1,360.00	\$117.94	\$1,887.04	\$252.00	\$4,032.00	
26	GRATE CONC. FLARE END SEC. 21"	EA	1	\$500.00	\$500.00	\$400.00	\$400.00	\$610.00	\$775.00	\$775.00	\$775.00	\$565.00	\$565.00	\$1,135.00	\$1,135.00	
27	MANHOLES TO BE ADJUSTED	EA	1	\$600.00	\$600.00	\$250.00	\$250.00	\$610.00	\$610.00	\$420.00	\$420.00	\$943.50	\$943.50	\$650.00	\$650.00	
28	COMB CONC C&G TY. B-6.78	FT	903	\$23.00	\$20,769.00	\$30.50	\$27,511.50	\$26.84	\$24,236.52	\$28.00	\$25,284.00	\$31.00	\$27,993.00	\$26.00	\$23,478.00	
29	RELOCATE SIGN PANEL- TY 1	SF	9	\$15.00	\$135.00	\$12.00	\$108.00	\$61.00	\$549.00	\$12.00	\$108.00	\$16.95	\$152.55	\$15.00	\$135.00	
30	TELESCOPING SIGN SUPPORT	FT	15	\$15.00	\$225.00	\$12.00	\$180.00	\$61.00	\$915.00	\$12.00	\$180.00	\$16.95	\$254.25	\$15.00	\$225.00	
31	THERMOPLASTIC LINE-4"	FT	1600	\$1.60	\$2,560.00	\$1.50	\$2,400.00	\$0.61	\$976.00	\$1.50	\$2,400.00	\$2.80	\$4,480.00	\$1.50	\$2,400.00	
32	RAISED REF. PVMT. MARKER	EA	40	\$55.00	\$2,200.00	\$50.00	\$2,000.00	\$24.40	\$976.00	\$50.00	\$2,000.00	\$129.95	\$5,198.00	\$50.00	\$2,000.00	
33	RAISED REF. PVMT. MARKER REM.	EA	40	\$20.00	\$800.00	\$10.00	\$400.00	\$24.40	\$976.00	\$39.76	\$1,590.40	\$19.20	\$768.00	\$10.00	\$400.00	
34	PAVEMENT MARKING REMOVAL	SF	534	\$0.80	\$427.20	\$0.63	\$336.42	\$2.44	\$1,302.96	\$0.63	\$336.42	\$1.15	\$614.10	\$1.00	\$534.00	
35	ORNAMENTAL FENCE (SPECIAL)	FT	180	\$80.00	\$14,400.00	\$70.70	\$12,726.00	\$99.63	\$17,933.40	\$70.75	\$12,735.00	\$50.85	\$9,153.00	\$93.50	\$16,830.00	
36	HMA DRIVEWAY 3"	SY	65	\$42.00	\$2,730.00	\$22.30	\$1,449.50	\$48.80	\$3,172.00	\$22.30	\$1,449.50	\$25.20	\$1,638.00	\$30.00	\$1,950.00	
37	TRAFFIC CONTROL & PROTECT	LS	1	\$30,000.00	\$30,000.00	\$5,900.00	\$5,900.00	\$17,934.00	\$17,934.00	\$6,000.00	\$6,000.00	\$7,006.00	\$7,006.00	\$6,200.00	\$6,200.00	
	AS READ				\$305,750.20		\$306,475.37		\$333,303.58		\$336,212.32		\$344,869.30		\$345,750.23	
	TOTAL				\$320,345.20		\$306,675.37		\$333,283.58		\$336,212.32		\$345,567.10		\$345,750.23	



PROPOSAL SUBMITTED BY		
ALLIANCE CONTRACTORS INC.		
Contractor's Name		
1166 LAKE AVE.		
Street		P.O. Box
WOODSTOCK	IL	60098
City	State	Zip Code

STATE OF ILLINOIS
 COUNTY Du Page
Village of Bartlett
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
 STREET NAME OR ROUTE Stearns Road over Country Creek
 SECTION NO. 17-00090-00-BR
 TYPES OF FUNDS MFT

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

For Municipal Projects
 Submitted/Approved/Passed

Mayor President of Board of Trustees Municipal Official

Date

Department of Transportation
 Concurrence in approval of award

Regional Engineer

Date

For County and Road District Projects
 Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

County Du Page
Local Public Agency Village of Bartlett
Section Number 17-00090-00-BR
Route Stearns Rd. over County Creek

1. THIS AGREEMENT, made and concluded the 4th day of April,
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
Alliance Contractors, 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 17-00090-00-BR, in The Village of Bartlett, approved by the Illinois Department of Transportation on 2-14-17, 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 2017 Jervey Water Main Project Committee or Board Village Board

BUDGET IMPACT

Amount:	\$ 384,030.00	Budgeted	\$ 423,000.00
List what fund	Water Fund		

EXECUTIVE SUMMARY

On March 2, 2017 a *Notice to Bidders* was published in the IDOT Bulletin and the Examiner, soliciting bids for the Jervey Lane Water Main Project. This project consists of replacing 2500 feet of existing water main with a new water main from Western Ave. to Hawthorne Ln. Twenty one bid packets were distributed to prospective bidders. Bids were due no later than March 20, 2017 at 10:30 AM., nineteen bid packets were returned. The bids range from a high of \$623,590.11 to the low of \$384,030.00.

Gerardi Sewer and Water Co. submitted the low bid of \$384,030.00 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 is \$423,000.00 that will be funded using Water funds. The remaining funds will be returned to the Water fund to be used at a later date.

ATTACHMENTS (PLEASE LIST)

Memo, Bid Tab, Resolution, Agreement

ACTION REQUESTED

For Discussion Only _____

Resolution X

Ordinance _____

MOTION: I MOVE THE VILLAGE BOARD AWARD THE BID FOR THE 2017 JERVEY WATER MAIN PROJECT TO GERARDI SEWER AND WATER CO. OF NORRIDGE, IL IN THE AMOUNT OF \$ 384,030.00

Staff: Dan Dinges

Date: April 4, 2017

Director of Public Works

MEMO

Date: March 21, 2017

To: Paula Schumacher, Village Administrator

From: Dan Dinges, Public Works Director

Re: *Jervey Lane Water Main Replacement Project Bid Opening*

On March 2, 2017 a *Notice to Bidders* was published in the IDOT Bulletin and the Examiner, soliciting bids for the Jervey Lane Water Main Project. This project consists of replacing 2500 feet of existing water main with a new water main from Western Ave. to Hawthorne Ln. Twenty one bid packets were distributed to prospective bidders. Bids were due no later than March 20, 2017 at 10:30 AM., nineteen bid packets were returned. The bids range from a high of \$623,590.11 to the low of \$384,030.00.

Gerardi Sewer and Water Co. submitted the low bid of \$384,030.00 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 is \$423,000.00 that will be funded using Water funds. The remaining funds will be returned to the Water fund to be used at a later date.

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



VILLAGE OF BARTLETT

Jervey Lane Water Main Replacement

BID TABULATION

March 20, 2017

Item No.	Items	Unit	Quantity	GERARDI SEWER & WATER		J. CONGDON SEWER		PERFORMANCE CONST		STARK & SONS TRENCHING		PATRICK CONSTRUCTION	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	WATER MAIN D.I.P., CLASS 52, 8 INCH	LF	1700	\$64.00	\$108,800.00	\$80.00	\$136,000.00	\$70.00	\$119,000.00	\$68.45	\$116,365.00	\$59.00	\$100,300.00
2	WATER MAIN D.I.P., CLASS 52, 6 INCH	LF	850	\$58.00	\$49,300.00	\$75.00	\$63,750.00	\$65.00	\$55,250.00	\$61.00	\$51,850.00	\$51.00	\$43,350.00
3	D.I.P. 45° BEND, MJ - 8"	EA	2	\$225.00	\$450.00	\$10.00	\$20.00	\$500.00	\$1,000.00	\$373.00	\$746.00	\$231.00	\$462.00
4	D.I.P. 22° BEND, MJ - 8"	EA	4	\$225.00	\$900.00	\$10.00	\$40.00	\$500.00	\$2,000.00	\$230.00	\$920.00	\$228.00	\$912.00
5	D.I.P. TEE, (8x8x6) MJ - 8"	EA	2	\$350.00	\$700.00	\$350.00	\$700.00	\$750.00	\$1,500.00	\$469.00	\$938.00	\$340.00	\$680.00
6	D.I.P. TEE, (8x8x8) MJ - 8"	EA	2	\$375.00	\$750.00	\$400.00	\$800.00	\$750.00	\$1,500.00	\$540.00	\$1,080.00	\$395.00	\$790.00
7	FIRE HYD. W/ AUX VALVE & VALVE BOX	EA	8	\$4,500.00	\$36,000.00	\$6,500.00	\$52,000.00	\$5,600.00	\$44,800.00	\$4,195.00	\$33,560.00	\$5,450.00	\$43,600.00
8	8" GATE VALVE & VAULT, TY "A" (5' DIA.)	EA	4	\$3,250.00	\$13,000.00	\$3,000.00	\$12,000.00	\$3,200.00	\$12,800.00	\$3,350.00	\$13,400.00	\$3,330.00	\$13,320.00
9	WITH TYPE I FRAME AND CLOSED LID	EA	2	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$3,040.00	\$6,080.00	\$2,890.00	\$5,780.00
10	CONNECTION TO EXISTING WATER MAIN	EA	2	\$3,500.00	\$7,000.00	\$3,500.00	\$7,000.00	\$2,500.00	\$5,000.00	\$5,960.00	\$11,920.00	\$3,120.00	\$6,240.00
11	WATER SERVICE BOX	EA	43	\$50.00	\$2,150.00	\$50.00	\$2,150.00	\$250.00	\$10,750.00	\$70.00	\$3,010.00	\$1.00	\$43.00
12	DOM. WATER SERVICE CONN. (5) 3/4"	EA	22	\$950.00	\$20,900.00	\$950.00	\$20,900.00	\$1,100.00	\$24,200.00	\$1,100.00	\$24,200.00	\$900.00	\$19,800.00
13	DOM. WATER SERVICE CONN. (L) 3/4"	EA	21	\$1,600.00	\$33,600.00	\$1,100.00	\$23,100.00	\$1,700.00	\$35,700.00	\$1,200.00	\$25,200.00	\$1,852.00	\$38,892.00
14	DOM. WATER SERV TO BE ABANDONED	EA	1	\$50.00	\$50.00	\$2,500.00	\$2,500.00	\$300.00	\$300.00	\$200.00	\$200.00	\$100.00	\$100.00
15	GRANULAR TRENCH BACKFILL	CY	2,225	\$10.00	\$22,250.00	\$1.00	\$2,225.00	\$7.00	\$15,575.00	\$21.00	\$46,725.00	\$21.00	\$46,725.00
16	ABANDON AND PLUG EXISTING WATER MAIN	EA	2	\$500.00	\$1,000.00	\$1,500.00	\$3,000.00	\$900.00	\$1,800.00	\$3,095.00	\$6,190.00	\$1,000.00	\$2,000.00
17	ABANDONING VALVE VAULTS	EA	5	\$300.00	\$1,500.00	\$100.00	\$500.00	\$300.00	\$1,500.00	\$450.00	\$2,250.00	\$300.00	\$1,500.00
18	ABANDONING FIRE HYDRANTS	EA	8	\$500.00	\$4,000.00	\$100.00	\$800.00	\$300.00	\$2,400.00	\$200.00	\$1,600.00	\$350.00	\$2,800.00
19	AGGREGATE FOR TEMPORARY ACCESS	TON	100	\$1.00	\$100.00	\$1.00	\$100.00	\$25.00	\$2,500.00	\$17.00	\$1,700.00	\$1.00	\$100.00
20	PCC SIDEWALK REMOVE & REPLACE	SF	500	\$8.00	\$4,000.00	\$7.00	\$3,500.00	\$8.00	\$4,000.00	\$10.50	\$5,250.00	\$13.00	\$6,500.00
21	REM & REPL.COMB. CONC. CURB & GUTTER	FT	300	\$25.00	\$7,500.00	\$15.00	\$4,500.00	\$20.00	\$6,000.00	\$52.00	\$15,600.00	\$30.00	\$9,000.00
22	PCC DRIVE REMOVE AND REPLACE	SF	340	\$8.00	\$2,720.00	\$7.00	\$2,380.00	\$8.00	\$2,720.00	\$12.00	\$4,080.00	\$13.00	\$4,420.00
23	HMA DRIVEWAY REMOVE AND REPLACE	SY	110	\$30.00	\$3,300.00	\$35.00	\$3,850.00	\$28.00	\$3,080.00	\$33.95	\$3,734.50	\$27.00	\$2,970.00
24	HMA PARTIAL DEPTH PATCH, 3"	SY	1,660	\$26.00	\$43,160.00	\$22.00	\$36,520.00	\$20.00	\$33,200.00	\$21.10	\$35,026.00	\$30.00	\$49,800.00
25	INLET FILTERS	EA	6	\$50.00	\$300.00	\$5.00	\$30.00	\$150.00	\$900.00	\$150.00	\$900.00	\$10.00	\$60.00
26	TOPSOIL 4" FURNISH AND PLACE	SY	800	\$4.00	\$3,200.00	\$6.00	\$4,800.00	\$3.00	\$2,400.00	\$5.00	\$4,000.00	\$7.00	\$5,600.00
27	SODDING, SALT TOLERANT (SPECIAL)	SY	800	\$8.00	\$6,400.00	\$6.00	\$4,800.00	\$5.00	\$4,000.00	\$8.00	\$6,400.00	\$13.00	\$10,400.00
28	TRAFFIC CONTROL AND PROTECTION	LS	1	\$5,000.00	\$5,000.00	\$7,035.00	\$7,035.00	\$19,925.00	\$19,925.00	\$10,000.00	\$10,000.00	\$17,000.00	\$17,000.00
AS READ TOTAL				\$384,030.00	\$400,000.00	\$400,000.00	\$418,800.00	\$418,800.00	\$418,800.00	\$432,924.50	\$432,924.50	\$433,144.00	\$433,144.00
TOTAL				\$384,030.00	\$400,000.00	\$400,000.00	\$418,800.00	\$418,800.00	\$418,800.00	\$432,924.50	\$432,924.50	\$433,144.00	\$433,144.00

MARTAM CONSTRUCTION 1200 GASKET DRIVE ELGIN, IL. 60120		ABITUA SEWER WATER 887 CHURCH RD. ELGIN IL. 60012		NERI CONSTRUCTION 770 W. FACTORY RD. ADDISON IL. 60101		A/LAMP CONCRETE CONTRACTORS 1900 WRIGHT BLVD. SCHAMBURG, IL. 60193		GLENBROOK EXCAVATING 1350 N. OLD RAND RD. WANCONDA IL. 60084		SHERIDAN PLUMBING 6754 W. 74TH STREET BEDFORD PARK IL. 60638		FOX EXCAVATING 1305 S. RIVER ST. BATAVIA IL. 60510	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$63.00	\$107,100.00	\$59.00	\$100,300.00	\$68.00	\$115,600.00	\$85.00	\$144,500.00	\$65.00	\$110,500.00	\$86.00	\$146,200.00	\$92.00	\$156,400.00
\$58.00	\$49,300.00	\$51.00	\$43,350.00	\$65.00	\$55,250.00	\$78.00	\$66,300.00	\$55.00	\$46,750.00	\$60.00	\$51,000.00	\$65.00	\$55,250.00
\$350.00	\$700.00	\$230.00	\$460.00	\$400.00	\$800.00	\$400.00	\$800.00	\$475.00	\$950.00	\$250.00	\$500.00	\$700.00	\$1,400.00
\$350.00	\$1,400.00	\$230.00	\$920.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$475.00	\$1,900.00	\$250.00	\$1,000.00	\$700.00	\$2,800.00
\$600.00	\$1,200.00	\$340.00	\$680.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$700.00	\$1,400.00	\$350.00	\$700.00	\$1,000.00	\$2,000.00
\$600.00	\$1,200.00	\$390.00	\$780.00	\$550.00	\$1,100.00	\$550.00	\$1,100.00	\$750.00	\$1,500.00	\$400.00	\$800.00	\$1,000.00	\$2,000.00
\$4,700.00	\$37,600.00	\$5,500.00	\$44,000.00	\$5,600.00	\$44,800.00	\$6,800.00	\$54,400.00	\$4,500.00	\$36,000.00	\$4,000.00	\$32,000.00	\$5,000.00	\$40,000.00
\$4,820.00	\$19,280.00	\$4,150.00	\$16,600.00	\$4,600.00	\$18,400.00	\$5,000.00	\$20,000.00	\$4,000.00	\$16,000.00	\$4,000.00	\$16,000.00	\$4,000.00	\$16,000.00
\$4,420.00	\$8,840.00	\$3,700.00	\$7,400.00	\$4,200.00	\$8,400.00	\$4,550.00	\$9,100.00	\$3,500.00	\$7,000.00	\$3,200.00	\$6,400.00	\$3,700.00	\$7,400.00
\$1,510.00	\$3,020.00	\$5,190.00	\$10,380.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$1,900.00	\$3,800.00	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00
\$150.00	\$6,450.00	\$45.00	\$1,935.00	\$125.00	\$5,375.00	\$225.00	\$9,675.00	\$200.00	\$8,600.00	\$75.00	\$3,225.00	\$900.00	\$38,700.00
\$1,880.00	\$41,360.00	\$1,590.00	\$34,980.00	\$1,200.00	\$26,400.00	\$2,050.00	\$45,100.00	\$1,500.00	\$33,000.00	\$1,000.00	\$22,000.00	\$1,300.00	\$28,600.00
\$2,890.00	\$60,690.00	\$2,380.00	\$49,980.00	\$1,600.00	\$33,600.00	\$2,600.00	\$54,600.00	\$2,250.00	\$47,250.00	\$3,500.00	\$73,500.00	\$1,700.00	\$35,700.00
\$850.00	\$850.00	\$101.00	\$101.00	\$500.00	\$500.00	\$500.00	\$500.00	\$300.00	\$300.00	\$700.00	\$700.00	\$700.00	\$700.00
\$25.00	\$55,625.00	\$40.00	\$89,000.00	\$36.00	\$80,100.00	\$23.00	\$51,175.00	\$45.00	\$100,125.00	\$40.00	\$89,000.00	\$40.00	\$89,000.00
\$1,210.00	\$2,420.00	\$1,750.00	\$3,500.00	\$600.00	\$1,200.00	\$600.00	\$1,200.00	\$2,000.00	\$4,000.00	\$830.00	\$1,660.00	\$350.00	\$700.00
\$400.00	\$2,000.00	\$410.00	\$2,050.00	\$300.00	\$1,500.00	\$300.00	\$1,500.00	\$350.00	\$1,750.00	\$600.00	\$3,000.00	\$900.00	\$4,500.00
\$800.00	\$6,400.00	\$490.00	\$3,920.00	\$800.00	\$6,400.00	\$800.00	\$6,400.00	\$750.00	\$6,000.00	\$450.00	\$3,600.00	\$900.00	\$7,200.00
\$22.00	\$2,200.00	\$21.00	\$2,100.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00	\$10.00	\$1,000.00	\$25.00	\$2,500.00	\$25.00	\$2,500.00
\$8.00	\$4,000.00	\$10.00	\$5,000.00	\$8.50	\$4,250.00	\$8.50	\$4,250.00	\$9.00	\$4,000.00	\$15.00	\$7,500.00	\$15.00	\$7,500.00
\$33.00	\$9,900.00	\$31.00	\$9,300.00	\$32.00	\$9,600.00	\$32.00	\$9,600.00	\$24.00	\$7,200.00	\$40.00	\$12,000.00	\$45.00	\$13,500.00
\$8.00	\$2,720.00	\$13.00	\$4,420.00	\$11.00	\$3,740.00	\$9.00	\$3,060.00	\$9.00	\$3,060.00	\$20.00	\$6,800.00	\$15.00	\$5,100.00
\$44.00	\$4,840.00	\$53.00	\$5,830.00	\$42.00	\$4,620.00	\$42.00	\$4,620.00	\$35.00	\$3,850.00	\$55.00	\$6,050.00	\$20.00	\$6,600.00
\$32.00	\$53,120.00	\$31.00	\$51,460.00	\$38.00	\$63,080.00	\$38.00	\$63,080.00	\$23.00	\$38,180.00	\$40.00	\$66,400.00	\$32.00	\$53,120.00
\$180.00	\$1,080.00	\$150.00	\$900.00	\$150.00	\$900.00	\$150.00	\$900.00	\$15.00	\$90.00	\$200.00	\$1,200.00	\$110.00	\$660.00
\$5.00	\$4,000.00	\$5.25	\$4,200.00	\$9.00	\$7,200.00	\$5.50	\$4,400.00	\$5.50	\$4,400.00	\$15.00	\$12,000.00	\$10.00	\$8,000.00
\$9.00	\$7,200.00	\$8.00	\$6,400.00	\$10.00	\$8,000.00	\$9.00	\$7,200.00	\$9.00	\$7,200.00	\$15.00	\$12,000.00	\$18.00	\$14,400.00
\$15,000.00	\$15,000.00	\$11,000.00	\$11,000.00	\$4,800.00	\$4,800.00	\$4,800.00	\$10,000.00	\$16,000.00	\$16,000.00	\$2,700.00	\$2,700.00	\$5,000.00	\$5,000.00
\$509,495.00	\$510,946.00	\$510,946.00	\$510,946.00	\$514,715.00	\$514,715.00	\$554,180.00	\$554,180.00	\$566,385.00	\$566,385.00	\$585,155.00	\$585,155.00	\$623,590.11	\$623,590.11
\$509,495.00	\$510,946.00	\$510,946.00	\$510,946.00	\$514,715.00	\$514,715.00	\$554,180.00	\$554,180.00	\$566,385.00	\$566,385.00	\$585,155.00	\$585,155.00	\$623,590.11	\$623,590.11

RESOLUTION 2017 - _____

**A RESOLUTION APPROVING OF
JERVEY LANE 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: That the total bid for the Village's Jervey Water Main 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:

Gerardi Sewer and Water Co. (the "Contractor") at the unit pricing set forth in its bid, which when applied to the estimated quantities for the Project Work, totals \$384,030.00

SECTION TWO: The Jervey Lane Water Main Replacement Agreement dated April 4, 2017, 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 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: 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 passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 4, 2017

APPROVED: April 4, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2017 - _____ enacted on April 4, 2017, and approved on April 4, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**JERVEY LANE WATER MAIN REPLACEMENT
PROJECT AGREEMENT**

This Water Main Replacement Project Agreement (the "Agreement") is entered this 4th 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 2500 feet of 6 & 8 inch water main on Jervey Lane. The 2500 feet of water main installation will include fire hydrants, valves and vaults, service connections, directional boring and abandoning the existing water main. Other work related to the installation of the water main will include pressure testing and chlorination, curb, sidewalk, pavement removal and replacement and restoration.

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

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

Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before July 1, 2017.

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

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

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

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

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

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

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

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

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

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

(v) Certified Payrolls (defined below)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Commercial General and Umbrella Liability Insurance.

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

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

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

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

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

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

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

2. Continuing Completed Operations Liability Insurance.

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

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

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

3. Business Auto Liability Insurance.

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

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

4. Workers Compensation and Employees Liability Insurance.

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

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

5. Excess Umbrella Liability Insurance Coverage.

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

6. General Insurance Provisions.

a. Evidence of Insurance

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

insurance requirements set forth above.

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

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

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

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

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

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

b. Acceptability of Insurers

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

c. Cross-Liability Coverage

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

d. Deductibles and Self-Insured Retentions

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

e. The Village Shall Not Waive Any Rights of Subrogation

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

f. Failure to Comply with Insurance Reporting Provisions

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

g. All Insurance Obtained Shall Apply Separately to Each Insured

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

h. Insurance Requirements cannot be Waived

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

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

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

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

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or

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

j. Notice of Personal Injury or Property Damage

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

k. Subcontractors

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

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

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

J. Prevailing Wages.

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

K. Default.

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

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

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

M. Hazardous Substances.

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property")

by Contractor, and/or 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:

By: _____
Kevin Wallace
Village President

GERARDI SEWER & WATER CO.

By: _____
Title: _____

Attest:

By: _____
Lorna Giless, Village Clerk

Date: _____

Attest:

Title: _____

Date: _____



Agenda Item Executive Summary

Item Name Title 7 - Chapter 8 Regulation of Small Cell Facilities in the Public Rights-of-Way Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

There has been an increasing demand to provide wireless telecommunication services from the wireless providers to place small cell, distributed antenna systems and other wireless telecommunication facilities on utility poles and street light poles in the public rights-of-way.

The attached Ordinance provides the Village the ability to regulate and restrict these small cell facility installations in the public rights-of-way.

The Illinois Municipal League prepared a model ordinance to regulate the small cell facilities to serve as a guide for local governments to follow in order to regulate their use in the public rights-of-way.

The Village Board Committee discussed the Ordinance at their March 21, 2017 meeting and forwarded it to the Village Board for a final vote.

ATTACHMENTS (PLEASE LIST)

Staff Memo, Memo from the Village Attorney and an Ordinance amending Title 7 of the Municipal Code to add Chapter 8 regulating small cell facilities and other wireless telecommunication services in the public rights-of-way

ACTION REQUESTED

- For Discussion Only
- Motion
- Resolution
- Ordinance - Motion to approve Ordinance #2017-___ An Ordinance Amending Title 7 of the Bartlett Municipal Code to add Chapter 8 to Regulate Small Cell Facilities, Distributed Antenna Systems and Personal Wireless Telecommunication Facilities in the Public Rights-of-Way.

Staff: Jim Plonczynski, Com Dev Director

Date: 3/22/2017

COMMUNITY DEVELOPMENT MEMORANDUM

17-49

DATE: March 22, 2017

TO: Paula Schumacher, Acting Village Administrator

FROM: Jim Plonczynski, Community Development Director

RE: **Amending Title 7 of the Municipal Code to add Chapter 8 - Regulation of Small Cell Facilities, Distributed Antenna Systems and Personal Wireless Telecommunication Facilities in the Public Rights-of-Way**

The growing demand for personal wireless telecommunications services have resulted in increasing requests from the wireless industry to place small cell distributed antenna systems and other personal wireless telecommunications facilities on utility and street light poles and other structures in the public rights-of-way.

The Illinois Municipal League prepared a model ordinance to regulate the small cell facilities to serve as a guide for local governments to follow in order to regulate their use in the public rights-of-way.

The Village does have the power and authority under current State and Federal law to approve appropriate regulations and restrictions relative to small cell, distributed antenna systems and other personal wireless telecommunications facility installations.

The Staff has already received inquiries from wireless providers about the placement of these type of small cell facilities and antenna systems in the Village's right-of-way. In anticipation of the continued increased demand for the placement of these facilities in the right-of-way, it is in the best interests of the public health safety and welfare of the Village to adopt the attached ordinance in order to establish applicable standards for the construction, installation, use, maintenance and repair of such facilities, systems and installations within the public right-of-way.

The **Village Board Committee** reviewed the draft Ordinance for the small cell facilities in the public rights-of-way at their **March 21, 2017** meeting and forwarded the Ordinance to the Village Board for a final vote.

An Ordinance amending Title 7 of the Bartlett Municipal Code to add Chapter 8 to regulate small cell facilities, distributed antenna systems and personal wireless telecommunications facilities in the public rights-of-way is attached for your review and approval.

BRYAN E. MRAZ
BEM@MRAZLAW.COM

DAVID W. GULLION
ASSOCIATE
DWG@MRAZLAW.COM

MEMORANDUM

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

FROM: Bryan E. Mraz, Village Attorney

DATE: March 24, 2017

RE: Ordinance Regulating Small Cell Wireless Telecommunication Facilities

In 2007 the Village adopted regulations recommended by the Illinois Municipal League (the "IML") in response to the State Cable and Video Competition Law for the use of the Village's rights-of-way by telecommunications retailers and utility companies. Those regulations were reasonable and up to date based on the uses of the right-of-way at that time.

As telecommunications technology has evolved, municipalities are now receiving applications for small cell wireless telecommunications facilities to be located on an existing utility pole and/or to erect stand-alone cell towers in municipal rights-of-way. This new technology is not sufficiently addressed in the existing regulations to protect the Village's interest in its rights-of-way, and as other municipalities have recently done, additional regulations are recommended with a requirement which provides that a supplemental permit be procured for small cell towers.

The attached ordinance adds regulations to the existing right-of-way regulations that are in the Bartlett Municipal Code, based on the standards in ordinances of various suburban communities and a recent model ordinance from the IML. The ordinance includes:

1. Limiting the number of facilities on utility poles to one per pole.
2. Providing separation and setback requirements so a facility is not closer than the height of the pole to a residential building nor closer than 300 feet to another facility.

3. Facilities on Village owned infrastructure will require a license agreement from the Village.
4. No new towers will be allowed in the right-of-way without Village approval.
5. The surface area of the antenna cannot exceed seven cubic feet.
6. The size of the facility and ground equipment shall not exceed 28 cubic feet.
7. A facility shall not be lower than eight feet.
8. Antennas added to existing utility poles cannot extend more than ten feet above the top of a utility pole.
9. Height limits on new poles limited to the highest utility pole within 500 feet of the proposed location of the facility, or if none within 500 feet, then 50 feet maximum height.
10. If a portion of the facility is located at grade, then screening is required.
11. The facility color shall blend with the surroundings of the pole and structure.
12. The facility may have a panel covering.
13. Wiring and cabling in compliance with electrical code.
14. Grounding in compliance with electrical code.
15. No new guy or other support wires unless existing pole has such support.
16. Regulations of the structural integrity of the pole.
17. No signs unless required by law.
18. If abandoned, allow for removal by Village and cost recovery.
19. Permits required and application fees only to cover Village cost of \$100 per facility, and \$50 per facility above five per application.
20. In lieu of screening, payment to the Village of \$1,500 per facility to install and maintain landscape screening.

It is important to remember that wireless facilities are becoming more regulated at the federal level since the original Telecommunications Act that balanced the community's zoning right to regulate, and the growing need for wireless development. In 2012 the federal Middle Class Tax Relief and Job Creation Act further restricted a municipality's ability to deny certain wireless applications that seek to modify existing wireless facilities that do not change the physical dimensions, and imposed a time limit on municipal review of either 90 or 150 days.

In addition, local governments may not regulate wireless facilities on the basis of environmental effects of radio frequency if it complies with FCC regulations. Also, a municipality cannot unreasonably discriminate among providers of functionally equivalent services, and shall not prohibit or have the effect of prohibiting the provision of personal wireless services. Fees charged for permits are limited to cover the Village's verifiable costs to process the applications.

It is also important to remember that you may hear of municipalities that have stricter regulations and even a yearly rental fee, but those are related to facilities that are attached to structures that are owned by the municipality, and in those situations municipalities can negotiate a license agreement to locate such facilities on their light or traffic poles.

As technology changes and guidance is provided by state and federal statutes and/or court decisions, these regulations may need to be further amended to comply with those requirements. In fact, there is legislation pending to create the Small Wireless Facilities Development Act (SB 1451). I have modified the draft of the Ordinance that the Board reviewed at its March 21, 2017 Committee of the Whole meeting to comply with that legislation to the extent that it is reasonable, including the fee provisions that I mentioned during discussion on this matter at the Committee of the Whole meeting.

ORDINANCE 2017 - _____

AN ORDINANCE AMENDING TITLE 7 OF THE BARTLETT MUNICIPAL CODE TO ADD CHAPTER 8 TO REGULATE SMALL CELL FACILITIES, DISTRIBUTED ANTENNA SYSTEMS, AND PERSONAL WIRELESS TELECOMMUNICATION FACILITIES IN THE PUBLIC RIGHTS-OF-WAY

BE IT ORDAINED by the President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities"), an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois, and home rule unit of government, pursuant to its general statutory and home rule powers, as follows:

SECTION ONE: That Title 7 of the Bartlett Municipal Code is hereby amended by adding thereto new Chapter 8 entitled "Small Cell Facilities, Distributed Antenna Systems, and Personal Wireless Telecommunications Systems in the Public Rights-of-Way", as follows:

CHAPTER 8

**SMALL CELL FACILITIES, DISTRIBUTED ANTENNA SYSTEMS,
AND PERSONAL WIRELESS TELECOMMUNICATION
SYSTEMS IN THE PUBLIC RIGHTS-OF-WAY**

7-8-1: RECITALS AND LEGISLATIVE STATEMENT.

7-8-2: DEFINITIONS.

7-8-3: STANDARDS AND REGULATIONS.

7-8-4: GOVERNMENTAL WIRELESS TELECOMMUNICATION FACILITIES.

7-8-5: PERMITS AND APPLICATION FEES.

7-8-6: CONFLICT OF LAWS.

7-8-1: RECITALS AND LEGISLATIVE STATEMENT.

WHEREAS, Village of Bartlett (the "Village") is a duly organized and validly existing home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, The Village uses the public rights-of-way within its corporate limits to provide essential public services to its residents and businesses and is authorized to regulate the public rights-of-way under Section 11-80-1 of the Illinois Municipal Code (65 ILCS 5/11-80-1, *et seq.*); and

WHEREAS, the public rights-of-way within the Village are a limited public resource held by the Village for the benefit of its citizens and the Village has a custodial duty to ensure that the public rights-of-way are used, repaired and maintained in a manner that best serves the public interest; and

WHEREAS, the Village President and Board of Trustees (the "Corporate Authorities") previously adopted Title 7, Chapter 6, of the Bartlett Municipal Code entitled CONSTRUCTION OF UTILITY FACILITIES IN THE PUBLIC RIGHTS-OF-WAY, that established policies and procedures for construction of facilities on rights-of-way within the Village to provide public benefit consistent with the preservation of the integrity, safe usage and visual qualities of the Village's rights-of-way and the Village as a whole; and

WHEREAS, growing demand for personal wireless telecommunications services has resulted in increasing requests nationwide and locally from the wireless industry to place small cell distributed antenna systems and other personal wireless telecommunication facilities on utility and street light poles and other structures in the public rights-of-way; and

WHEREAS, while State and federal law limit the authority of local governments to enact laws that prohibit or have the effect of prohibiting the provision of telecommunications services by wireless service providers, the Village does have the power, under existing State and federal law, to approve appropriate regulations and restrictions relative to small cell, distributed antenna systems, and other personal wireless telecommunication facility installations in the public rights-of-way; and

WHEREAS, in anticipation of continued increased demand for placement of small cell facilities, distributed antenna systems and other personal wireless telecommunication facility installations within the public rights-of-way, the Corporate Authorities hereby find that it is in the best interests of the public health, safety and general welfare of the Village to adopt this Chapter 8 of Title 7 of the Bartlett Municipal Code in order to establish generally applicable standards for construction, installation, use, maintenance and repair of such facilities, systems and installations within the public rights-of-way of the Village so as to, among other things: (i) prevent interference with the facilities and operations of the Village's utilities and of other utilities lawfully located in public rights-of-way or property, (ii) provide specific regulations and standards for the placement and siting of personal wireless telecommunication facilities within public rights-of-way in the Village, (iii) preserve the character of the neighborhoods in which facilities are installed, (iv) minimize any adverse visual impact of personal wireless telecommunication facilities and prevent visual blight, (v) facilitate the location of personal wireless telecommunication facilities in permitted locations within the public rights-of-way in the Village, and (vi) assure the continued safe use and enjoyment of private properties adjacent to personal wireless telecommunication facilities locations; and

WHEREAS, the Corporate Authorities desire to regulate the installation and location of small cell facilities, distributed antenna systems, and other personal wireless telecommunication facility installations within rights-of-way to minimize these adverse impacts and to equitably allocate opportunities to install and maintain said facilities at locations within the Village in accordance with applicable federal and State law; and

WHEREAS, the Corporate Authorities find that it is in the best interest of the public health, safety and general welfare of the Village to adopt this Chapter in order to establish

generally applicable standards for construction, installation, use, maintenance and repair of such facilities in the public rights-of-way; and

WHEREAS, the foregoing Recitals are incorporated into and are made an express part of this Ordinance and this Chapter 8 as findings and as a Legislative statement of the Corporate Authorities.

7-8-2: DEFINITIONS.

For purposes of this Chapter, the following terms will have the following meanings:

ALTERNATIVE ANTENNA STRUCTURE	An existing pole or other existing structure within the public right-of-way that can be used to support an antenna and is not a utility pole or a Village owned infrastructure.
ANTENNA	Communications equipment that transmits or receives electromagnetic radio signals used in the provision of any type of wireless communications services.
APPLICANT	Any person or entity submitting an application to install personal wireless telecommunication facilities or structures to support the facilities within a public right-of-way.
VILLAGE OWNED INFRASTRUCTURE	Infrastructure in public rights-of-way within the boundaries of the Village, including, but not limited to, streetlights, traffic signals, towers, structures, or buildings owned, operated or maintained by the Village.
DISTRIBUTED ANTENNA SYSTEM (DAS)	A type of personal wireless telecommunication facility consisting of a network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area.
LANDSCAPE SCREENING	The installation at grade of plantings, shrubbery, bushes or other foliage intended to screen the base of a personal wireless telecommunication facility from public view.
MONOPOLE	A structure composed of a single spire, pole or tower designed and used to support antennas or related equipment and that is not a utility pole or a Village-owned infrastructure.

PERSONAL WIRELESS TELECOMMUNICATION ANTENNA	An antenna that is part of a personal wireless telecommunications facility.
PERSONAL WIRELESS TELECOMMUNICATION EQUIPMENT	Equipment, exclusive of an antenna, that is part of a personal wireless telecommunications facility.
PERSONAL WIRELESS TELECOMMUNICATIONS FACILITY	An antenna, equipment, and related improvements used, or designed to be used, to provide wireless transmission of voice, data video streams, images, or other information including, but not limited to, cellular phone service, personal communication service, paging, and Wi-Fi antenna service.
SMALL CELL ANTENNA	A Personal Wireless Telecommunications Facility consisting of an antenna and related equipment either installed singly or as part of a network to provide coverage or enhance capacity in a limited defined area.
TOWER	Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers. Except as otherwise provided for by this Chapter, the requirements for a tower and associated antenna facilities must be those required in this Chapter.
UTILITY POLE	An upright pole designed and used to support electric cables, telephone cables, telecommunication cables, cable service cables, or to provide lighting, traffic control, signage, or a similar function.
VARIANCE or VARIATION	A grant of relief by the Director of Public Works or his/her designee from specific limitations of this Chapter.
WI-FI ANTENNA	An antenna used to support Wi-Fi broadband Internet access service based on the IEEE 802.11 standard that typically uses unlicensed spectrum to enable communication between devices.

7-8-3: STANDARDS AND REGULATIONS.

Personal wireless telecommunication facilities will be permitted to be placed in rights-of-way within the boundaries of the Village as attachments to existing utility poles, alternative antenna structures, or Village owned infrastructure subject to the following regulations:

- A. Number Limitation and Co-Location. No more than one personal wireless telecommunications facility shall be permitted on a single utility pole, single alternative antenna structure, or a single Village owned infrastructure. This subsection does not preclude or prohibit co-location of personal wireless telecommunication facilities as required by federal law.
- B. Separation and Clearance Requirements. Personal wireless telecommunication facilities may be attached to a utility pole, alternative antenna structure, monopole, or Village owned infrastructure only where such pole, structure or Village owned infrastructure is located no closer than a distance equal to one hundred per cent (100%) of the height of the utility pole, alternative antenna structure, or Village owned infrastructure that such facility is proposed to be mounted upon, to any residential building, except when a pre-existing utility pole, alternative antenna structure, or Village owned infrastructure is located within five (5) feet of the rear lot line, but in no event shall any personal wireless telecommunication device be closer than twenty-five (25) feet to any residential building. No personal wireless telecommunications facilities shall be located closer than two hundred (200) feet from any other personal wireless telecommunication facility. A lesser clearance may be allowed by the Village Administrator or his or her designee as an administrative variance to this subsection when the applicant establishes that the lesser clearance is necessary to close a significant coverage or capacity gap in the applicant's services or to otherwise provide adequate services to customers, and the proposed antenna or facility is the least intrusive means to do so.
- C. Village Owned Infrastructure. Personal wireless telecommunication facilities can only be mounted to Village owned infrastructure including, but not limited to, streetlights, traffic signal, towers or buildings, if authorized by a license or other agreement between the owner and the Village.
- D. New Towers. No new monopole, alternative antenna structures, or other tower to support personal wireless telecommunication facilities is permitted to be installed on right-of-ways within the corporate limits of the Village unless the Village finds, based on clear and convincing evidence provided by the applicant, that locating the personal wireless telecommunications facilities on property outside of the right-of-way, or on Village owned infrastructure or utility poles within the right-of-way, shall have the effect of prohibiting the provision of telecommunications services by any wireless service provider.
- E. Attachment Limitations. No personal wireless telecommunication antenna or facility will be attached to a utility pole, alternative antenna structure, or Village owned infrastructure unless all of the following conditions are satisfied:

1. Surface Area of Antenna: The personal wireless telecommunication antenna, including antenna panels, whip antennas or dish-shaped antennas, cannot have a surface area of more than seven (7) cubic feet in volume when located within an enclosure, or in the case of an antenna with exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than seven (7) cubic feet in volume.
2. Size of Above-Ground Personal Wireless Telecommunication Facility: The total combined volume of all above-ground equipment and appurtenances comprising a personal wireless telecommunication facility, exclusive of the antenna itself, cannot exceed twenty-eight (28) cubic feet in volume.
3. Personal Wireless Telecommunication Equipment: The operator of a personal wireless telecommunication facility must, whenever possible, locate the base of the equipment or appurtenances at a height of no lower than eight (8) feet above grade.
4. Personal Wireless Telecommunication Services Equipment Mounted at Grade: In the event that the operator of a personal wireless telecommunication facility proposes to install a facility where equipment or appurtenances are to be installed at grade, screening must be installed to minimize the visibility of the facility. Screening must be installed at least 3 feet from the equipment installed at-grade and 8 feet from a roadway.
5. Height: The top of the highest point of the antenna cannot extend more than ten (10) feet above the highest point of the utility pole, alternative antenna support structure, or Village owned infrastructure. If necessary, the replacement or new utility pole, alternative support structure or Village-owned infrastructure located within the public rights-of-way may be no more than ten (10) feet above the tallest existing utility pole, alternative antenna structure, or Village owned infrastructure measured at grade in place within five hundred (500) feet of the proposed personal wireless telecommunications facility, or if there is no utility pole, alternative antenna structure, or Village owned infrastructure located within five hundred (500) feet of the proposed location, then no more than fifty (50) feet in height overall.
6. Color: A personal wireless telecommunication facility, including all related equipment and appurtenances, must be a color that blends with the surroundings of the pole, structure or infrastructure on which it is mounted and use non-reflective materials which blend with the materials and colors of the surrounding area and structures. Any wiring must be covered with an appropriate cover.
7. Antenna Panel Covering: A personal wireless telecommunication antenna may include a radome, cap or other antenna panel covering or shield, to the extent such covering would not result in a larger or more noticeable facility and,

if proposed, such covering must be of a color that blends with the color of the pole on which it is mounted.

8. Wiring and Cabling: Wires and cables connecting the antenna to the remainder of the facility must be installed in accordance with the most current edition of the National Electric Code and National Electrical Safety Code. No wiring and cabling serving the facility will be allowed to interfere with any wiring or cabling installed by a cable television or video service operator, electric utility or telephone utility.
9. Grounding: The personal wireless telecommunication facility must be grounded in accordance with the requirements of the most current edition of the National Electrical Code currently in effect in the Village.
10. Guy Wires: No guy or other support wires will be used in connection with a personal wireless telecommunication facility unless the facility is to be attached to an existing utility pole, alternative antenna support structure or Village-owned infrastructure that incorporated guy wires prior to the date that an applicant has applied for a permit.
11. Pole Extensions: Extensions to utility poles, alternative support structures and Village owned infrastructure utilized for the purpose of connecting a personal wireless telecommunications antenna and its related personal wireless telecommunications equipment must have a degree of strength capable of supporting the antenna and any related appurtenances and cabling and capable of withstanding wind forces and ice loads in accordance with the applicable structural integrity standards as set forth in paragraph ____ of this subsection E. An extension must be securely bound to the utility pole, alternative antenna structure or Village owned infrastructure in accordance with applicable engineering standards for the design and attachment of such extensions.
12. Structural Integrity: The personal wireless telecommunication facility, including the antenna, pole extension and all related equipment must be designed to withstand a wind force forces and ice loads in accordance with applicable standards established in Chapter 25 of the National Electric Safety Code for utility poles, the American National Standards Institute (ANSI) Rule 250-B and 250-C standards governing wind, ice, and loading forces on utility poles, in TIA/EIA Section 222-G established by the Telecommunications Industry Association (TIA) and the Electronics Industry Association (EIA) for steel wireless support structures and the applicable industry standard for other existing structures. For any facility attached to Village owned infrastructure or, in the discretion of the Village, for a utility pole or alternative antenna structure, the operator of the facility must provide the Village with a structural evaluation of each specific location containing a recommendation that the proposed installation passes the standards described above. The evaluation must be prepared by a professional structural engineer licensed in the State of Illinois.

- F. Signage. Other than signs required by federal law or regulations or identification and location markings, a personal wireless telecommunication facility cannot have signs installed on it.
- G. Screening. If screening is required under subsection E above, it must be natural landscaping material or a fence subject to the approval of the Village and must comply with all regulations of the Village. Appropriate landscaping must be located and maintained and must provide the maximum achievable screening, as determined by the Village, from view of adjoining properties and public or private streets. Notwithstanding the foregoing, no such screening is required to extend more than nine (9) feet in height. Landscape screening when permitted in the right-of-way must be provided with a clearance of three (3) feet in all directions from the facility. The color of housing for ground-mounted equipment must blend with the surroundings. For a covered structure, the maximum reasonably achievable screening must be provided between such facility and the view from adjoining properties and public or private streets. In lieu of the operator installing the screening, the Village, in its sole discretion, may accept from the operator of the facility a fee of One Thousand Five Hundred Dollars (\$1,500.00) per facility for the acquisition, installation and maintenance of landscaping material by the Village.
- H. Permission to Use Utility Pole or Alternative Antenna Structure. The operator of a personal wireless telecommunication facility must submit to the Village written copies of the approval from the owner of a utility pole monopole, or an alternative antenna structure, to mount the personal wireless telecommunication facility on that specific pole, or structure, prior to issuance of the Village permit.
- I. Licenses and Permits. The operator of a personal wireless telecommunication facility must verify to the Village that it has received all concurrent licenses and permits required by other agencies and governments with jurisdiction over the design, construction, location and operation of said facility have been obtained and will be maintained within the corporate limits of the Village.
- J. Variation Requirements. Each location of a personal wireless telecommunication facility within a right-of-way must meet all of the requirements of this Ordinance, unless a variation has been obtained in accordance with this Chapter or Section 7-6-21 of this Title.
- K. Abandonment and Removal. Any personal wireless telecommunication facility located within the corporate limits of the Village that is not operated for a continuous period of twelve (12) months, must be considered abandoned and the owner of the facility must remove same within ninety (90) days of receipt of written notice from the Village notifying the owner of such abandonment. Such notice must be sent by certified or registered mail, return-receipt-requested, by the Village to such owner at the last known address of such owner. In the case of personal wireless telecommunication facilities attached to Village owned infrastructure, if such facility is not removed within ninety (90) days of such notice,

the Village may remove or cause the removal of such facility through the terms of the applicable license agreement or through whatever actions are provided by law for removal and cost recovery.

7-8-4: GOVERNMENTAL WIRELESS TELECOMMUNICATION FACILITIES.

This Chapter will not apply to personal wireless telecommunication facilities owned by the Village.

7-8-5: PERMITS AND APPLICATION FEES.

Permits for placement of personal wireless telecommunication facilities are required. Except as otherwise provided for by in this Chapter, the procedures for the application for, approval of, and revocation of such a permit must be in compliance with Village permit application requirements established in the Bartlett Building Code (Title 9 of the Bartlett Municipal Code). Any applications must demonstrate compliance with the requirements of this Chapter. Unless otherwise provided by franchise, license, or similar agreement, or federal, State or local law, all applications for permits pursuant to this section must be accompanied by a fee in the amount of One Hundred Dollars (\$100.00) each for up to five (5) personal wireless telecommunication facilities addressed in an application, and Fifty Dollars (\$50.00) for each additional personal wireless telecommunication facility addressed in an application. The application fee will reimburse the Village for regulatory and administrative costs with respect to the work being performed.

7-8-6: CONFLICT OF LAWS.

Where the conditions imposed by any provisions of this Chapter regarding the siting and installation of personal wireless telecommunication facilities are more restrictive than comparable conditions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Chapter will govern.

SECTION TWO: The findings and recitals herein are declared to be prima facie evidence of the law of the Village and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

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

Lorna Giles