

VILLAGE OF BARTLETT
BOARD AGENDA
MAY 2, 2017
7:00 P.M.

SWEARING IN OF ELECTED OFFICERS

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

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

*6. **MINUTES:** Board and Committee Minutes – April 18, 2017

*7. **BILL LIST:** May 2, 2017

8. **TREASURER’S REPORT:**None

9. **PRESIDENT’S REPORT:**
1. National Public Works Week Proclamation
 2. National Police Week Proclamation
 3. Bike Month Proclamation
 4. 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. Bracht’s Place Site Plan Amendment and Special Use Permits

B. **BUILDING COMMITTEE, CHAIRMAN HOPKINS**

None

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

1. Phone System Purchase Agreement with Black Box Network Services
2. Phone Networking Equipment purchase from SHI
- *3. Bartlett Minimum Wage Ordinance
- *4. Bartlett Earned Sick Leave Ordinance

D. LICENSE & ORDINANCE COMMITTEE

1. Ordinance Amending Title 1, Chapter 8, of the Bartlett Municipal Code Entitled "Village Officers and Employees"
2. Appointment by the Village President with the Advice and Consent of the Board of the following Officers:
 - a. Acting Village Administrator
 - b. Village Attorney
 - c. Village Treasurer
 - d. Village Budget Officer
 - e. Director of Public Works
 - f. Director of Building Department
 - g. Electrical Inspector
 - h. Plumbing Inspector
 - i. Chief of Police
 - j. Village Engineer
 - k. Administrative Hearing Officer
 - l. Open Meetings Act Officers
 - m. Freedom of Information Act Officers
3. Designation by the Board of Trustees of Zoning Administrator
4. Professional Services Agreements
 - a. Bryan E. Mraz & Associates, P.C.
 - b. Law Offices of Robert J. Krupp, P.C.
 - c. Storino, Ramello & Durkin

*5. Rescind Smokin' Pit BBQ Liquor License

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARONARO

None

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

1. Additional MFT Funds for 2017 Bridge Maintenance Project
2. 2017 MFT Bridge Maintenance Project
- *3. Metra Payment and Parking Contract

13. NEW BUSINESS:

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



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1. CALL TO ORDER

President Wallace called the regular meeting of April 18, 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 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, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Food and Beverage Manager Paul Petersen, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Chuck Snider, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

3. INVOCATION – Pastor Jim DePalma from Encounter Church did the invocation recognizing the achievements and lifelong dedications of TL Arends, former Trustee.

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 1 under the Planning & Zoning Committee (Ordinance 2017-46, an Ordinance Approving a Site/PUD Plan Amendment and Granting a Special Use Permit to Allow an Outdoor Storage Yard for 2250-2260 Southwind Boulevard) to the Consent Agenda.

Trustee Camerer stated that he would like to add item 2 and 3 under the Public Works Committee (Ordinance 2017-48, an Ordinance Accepting the Public Improvements for Brewster Creek Business Par and Resolution 2017-49-R, a Resolution Approving of the



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Public Improvement Completion Agreement Between the Village of Bartlett and Elmhurst Chicago Stone Company) to the Consent Agenda.

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

Trustee Camerer moved to amend the Consent Agenda and all items contained therein, and that motion was seconded by Trustee Carbonaro.

ROLL CALL VOTE TO AMEND THE CONSENT AGENDA

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

NAYS: None

ABSENT: None

MOTION CARRIED

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

ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA

AYES: Trustees 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 income tax receipts from the State is trending lower as they discussed earlier this year. Motor Fuel Tax distribution through January, 2017 totaled \$92,928 which was up \$3,000 from last year and the total year to date is down. Municipal Sales Tax Report through December, 2016 was \$201,075 and it represented an increase of \$22,000 from the same period last year. Sales taxes are doing well and they should end up about 6% over the prior year or approximately \$130,000.



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9. PRESIDENT'S REPORT

President Wallace read a Building Safety Month Proclamation as well as an Arbor Day Proclamation.

President Wallace presented a request for a Class D liquor license for Arts in Bartlett for their annual art fair held in Bartlett Park on June 24 and 25, and said he would issue that liquor license if it is approved by the Board.

Trustee Deyne moved to approve the Class D liquor license for Arts in Bartlett and was seconded by Trustee Camerer.

ROLL CALL VOTE TO APPROVE THE CLASS D LIQUOR LICENSE FOR ARTS IN BARTLETT

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

NAYS: None

ABSENT:

MOTION CARRIED

President Wallace presented liquor license renewals for the following:

Class I	Clare Oaks Retirement Community	825 Carillon Dr
Class F	Tap Room Hospitality, LLC dba The Still Bar & Grill	326 S. Main St
Class B	Blackhawk Restaurant Group dba Betty's Bistro	1075 W. Army Trail Rd
Class A ext	Bracht's Place, Inc	363 S. Prospect Ave
Class F	Tokyo Steakhouse II	800 S. IL Route 59
Class C ext	Shree Khodiyar Group, INC dba 7-Eleven	125 E. Lake St
Class C	American Drug Stores, LLC dba Osco Drug #3348	125 E. Stearns Rd
Class B	Stella's – Stearns Crossing, LLC dba Stella's	1015 W. Stearns Rd
Class B	Shelby's – Brewster Creek, LLC dba Shelby's	801 S. IL Route 59
Class B	Bartlett Park District – Apple Orchard Golf Course	696 W. Stearns Rd
Class A	Bartlett Park District – Oak Room	700 S. Bartlett Rd
Class A	Bartlett Park District – Villa Olivia	1401 W. Lake St

President Wallace stated that if there were no objections he would reissue each of the above liquor licenses which will be renewed for the license year May 1, 2017 to April 30, 2018. There were no objections.



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

Trustee Reinke stated that Ordinance 2017-46, an Ordinance Approving a Site/PUD Plan Amendment and Granting a Special Use Permit to Allow an Outdoor Storage Yard for 2250-2260 Southwind Boulevard 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 2017-50-R, A Resolution Ceding the Aggregate Remaining Unused Allocation of 2017 Private Activity Bond Volume Cap of the Village of Bartlett to the Illinois Finance Authority; and Related Matters was covered and approved under the Consent Agenda.

- D. LICENSE & ORDINANCE COMMITTEE

President Wallace stated that there was no report.

- E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that the parade permit request submitted by the Bartlett Park District for the Apple Blossom Run on May 13, 2017 was covered and approved under the Consent Agenda.

- F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer presented Resolution 2017-47-R, a Resolution Approving the Agreement Between the Village of Bartlett and Canadian Pacific.

Acting Village Administrator Paula Schumacher stated that this agreement is for the second half of the intersection. It is the work at Tovar Snow Professionals for the replacement of their driveway and the signal and crossing work done by the railroad. It is all part of the checklist for the Spalding Road quiet zone.



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Trustee Camerer moved to approve Resolution 2017-47-R, a Resolution Approving the Agreement Between the Village of Bartlett and Canadian Pacific and that motion was seconded by Trustee Hopkins.

Trustee Camerer asked how things were going with the surrounding community.

Police Chief Ullrich stated that they haven't had any further complaints related to the crossing.

Public Works Director Dan Dinges stated that he goes by quite frequently and feels that the trucks have figured it out. All parties have been cooperative. Trucks are not backing onto the road any longer and are utilizing the widening of the parking lot.

ROLL CALL VOTE TO APPROVE RESOLUTION 2017-47-R, APPROVING THE AGREEMENT WITH CANADIAN PACIFIC

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

NAYS: None

ABSENT: None

MOTION CARRIED

Trustee Camerer stated that Ordinance 2017-48, an Ordinance Accepting the Public Improvements for Brewster Creek Business Park; Resolution 2017-49-R, a Resolution Approving of the Public Improvement Completion Agreement Between the Village of Bartlett and Elmhurst Chicago Stone Company; Ordinance 2017-51, an Ordinance Amending Title 7, Chapter 5, Article A, Section 7-5A-6: Water Conservation Regulations of the Bartlett Municipal Code; Resolution 2017-52-R, a Resolution Approving the Intergovernmental Agreement Between the Village of Bartlett and the Metropolitan Water Reclamation District of Greater Chicago were covered and approved under the Consent Agenda.

13. NEW BUSINESS

Trustee Deyne lit a candle in memory of Trustee Arends and the Board had a moment of silence for her.

President Wallace stated that this is the first time in 25 years that she has not been on the Board.

Trustee Deyne stated that he didn't really want to be here this evening but his civic responsibility to be here to serve the community overcame. He stated that anyone that knew Trustee Arends knew that her disease was terminal and when the end finally comes it is still a shock. He wished her the best.



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Trustee Reinke talked about the revamping of the website and the listings of commercial properties available for lease or purchase. He commended staff and stated that they did a tremendous job on that. He forwarded it on to a couple of brokers and they were very excited to see that.

Trustee Camerer stated that there was a big Easter egg hunt in town with about 67,000 eggs. He thanked the police department and staff for doing an excellent job with the thousands of people that attended.

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

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

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:22 p.m.

Lorna Giles
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
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President Wallace called the Committee of the Whole meeting to order at 7:22 p.m.

PRESENT: Chairman 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, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Food and Beverage Manager Paul Petersen, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Chuck Snider, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

PLANNING & ZONING COMMITTEE

1. Alden Estates of Bartlett

Chairman Reinke stated that they have Alden Estates of Bartlett up for discussion only, the petitioner is requesting forwarding to the Plan Commission.

Community Development Director Jim Plonczynski stated that this is for lot 2 of the Artis Senior Living project. The property was annexed in 1978 and subdivided with the Artis Senior Living project as a PUD. This is primarily a rehab facility. It is a preliminary/final PUD plan for a 68 bed facility with both short and long-term care. It is a beautiful facility on a 4.7 acre lot, three-story building, average height is 44 feet, it is 66,400 SF and includes a penthouse on the roof for the mechanicals. The design is a nice brick with concrete cast stone. It is subject to staff review of final engineering and landscape plans and then on to the Plan Commission for review.

Chairman Reinke stated that he was curious to see what the neighbors will have to say about all of this. He thought it was a little easier when they were considering the front part of the property but now we are a little closer to the residents and talking about a 44 foot tall building.

Chairman Camerer asked about the setback.

Randi Schullo, President, Alden Bartlett stated that it was about 182 feet. She stated that they were happy to be there tonight to introduce their proposed development. She understood the concerns of neighbors and they will meet with them prior to the next meeting. They have met with the church to host a meet and greet over there.



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She thanked Roberta Grill and Tony Fradin for their assistance in finding the perfect site. Being on the Artis site is a perfect location because it would have the sense of a continuum care. They own 35 healthcare facilities and 11 independent senior living communities. They are a local growing organization.

Michael Bailey, President of Alden Design stated that the building is 94 feet from the south property line and approximately 235 feet from the north property line. They have tried to hold the building in the southwest corner, specifically to keep it as far away from the neighbors as possible.

2. Administrative Site Plan Review-Text Amendment

Mr. Plonczynski stated that this was previously discussed as a potential for expediting the development of projects that don't require special uses, subdivision PUD's, variances, where there is no Public Hearing necessary. He particularly sees this in the industrial parks. He stated that they will need to change the existing ordinances for site plan that's in the zoning code. The proposed administrative site plan review process would remove the review by the Plan Commission and Village Board. They anticipate some commercial buildings in the business parks as well as Blue Heron Business Park where things can be expedited and approved through the building permit application process.

Acting Village Administrator Paula Schumacher stated that the Plan Commission is in support of this. They suggested that they were seeing a number of things that they really didn't feel that they had anything to react to. They felt that these particular projects could be moved along quicker. This process will reduce our development schedule by three months and is a significant savings in time. Several of our neighbors use this process as well and it dovetails nicely with the Board's direction to shorten the development process.

Chairman Reinke stated that they will move this on to the Zoning Board of Appeals for a Public Hearing.

President Wallace stated that one of the directions they gave the Acting Village Administrator was just this and he thanked her for spearheading these types of things that make us a little more business friendly.



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FINANCE & GOLF COMMITTEE

1. Cook County Minimum Wage

Chairman Deyne stated that this was Tabled at the April 4th Board meeting for further discussion.

Village Attorney Bryan Mraz stated that in October, 2016, the county board adopted the Cook County Minimum Wage ordinance and it is different than state or federal law. The current state minimum wage act provides for \$8.25 per hour. Cook County is proposing that the Cook County Minimum Wage Ordinance goes into effect July 1, 2017 and the hourly rate which starts at \$10 per hour and goes up to \$13 per hour in 2020, and thereafter, increases by the consumer price index. Local businesses have approached the Village requesting that the Village adopt its own ordinance so as to opt out from the Cook County ordinance. The Cook County Minimum Wage ordinance does not apply to the Village itself, as it is exempt as to wages of Village employees. The Village has to adopt an ordinance that is in conflict with the Cook County ordinance and thereby supersede it. At the last meeting, Chairman Reinke raised the question of what authority Cook County has to adopt this ordinance. He was able to find a confidential opinion online from the State Attorney's Office to the Cook County Board questioning the County's authority to pass this ordinance or enforce it. He stated he can only surmise that certain Cook County Commissioners who were opposed to it may have posted that opinion on line. He stated that Bartlett has a stronger reason to opt out than most Cook County municipalities because Bartlett lies in three counties, and if the Village does not opt out, the Village will have different wages for different parts of the Village that businesses would have to comply with. The applicability of the Cook County Ordinance is not just where your principal office is located. If a Bartlett business has an employee that works more than a two week period in Cook County, then the Cook County minimum wages would apply, and not the State minimum wages.

Chairman Reinke asked if there would be any exposure or liability to the Village.

Attorney Mraz stated that he did not believe so. He believes the Cook County ordinance would be challenged either by a business or potentially a municipality. He thought Cook County would eventually chase businesses to try to enforce it and penalize as appropriate. Cook County programs such as the 6-B real estate tax benefit would likely not be available to a business if it is not paying minimum wages. It is unknown if they would penalize the whole village.

Chairman Reinke asked if they would need to have an automatic repealer if the Cook County ordinance is struck down or amended out.



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Attorney Mraz stated that he did not include one in the draft ordinance and recommends the Board address that issue if that happens. He stated that the purpose of the Bartlett Minimum Wage ordinance is to opt out of the Cook County Minimum Wage Ordinance.

2. Cook County Earned Sick Leave

Attorney Mraz stated that this is the same general issue. It is just not as clear because you don't have the equivalent of a State minimum wage law when it comes to sick leave. With sick leave, it's a little more ambiguous in terms of what the state law is. The state law does not require paid sick leave and effective January 1, 2017 the state adopted a sick leave statute but it doesn't require paid sick leave. But some of the same problems that existed with the minimum wage relate to sick leave also because you're going to have different rules for different parts of the Village. Cook County is mandating that Cook County employers provide paid sick leave benefits to their employees. A lot of businesses may offer sick leave, but not paid sick leave. There is still the federal FMLA that supersedes some of this but it deals more with time off for sick children and family members. The proposed Bartlett Sick Leave Ordinance would certainly not circumvent or affect the Family Medical Leave Act. The proposed Bartlett Sick Leave Ordinance puts employers in the Village back to whatever the state and federal law might require and eliminates the additional Cook County requirements that suffer from the same maladies that he just talked about for minimum wage which is that sick leave is more of a statewide concern or even a federal concern. It is not a local or regional concern which begs the question of what power does the Village have to do it. The State's Attorney opined that Cook County did not, but if you look at what the Village is doing, it is just trying to get us back to what the state and federal rules are and treating all our businesses in town so they are operating under the same rules. That is what the proposed Bartlett Sick Leave Ordinance will accomplish.

LICENSE & ORDINANCE COMMITTEE

1. Bartlett Municipal Code – Appointment Amendment

President Wallace stated that he has talked about this with staff and there were some interesting things going on with the municipal code regarding appointments of the Village officers.

Acting Village Administrator Schumacher stated that this amendment cleans up some things that were not clear in our ordinance. It specifically adds information for "Acting" positions and clears up what offices are appointed or what positions are employees.

Attorney Mraz stated that the agenda package did not include Section 1-8-1 through 1-9-10 dealing generally with "Appointed Officers" and he passed the handout to the



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Board. He stated that he did not add any municipal officers nor take away any municipal officers from what is in the current Bartlett Municipal Code. Some of the confusion that came up was over the powers granted to the prior Village Administrator and a subsequent amendment expanding those powers regarding hiring and removing all village employees. That issue caused us to look at our process and he stated that the Village had not appointed officers on an annual basis as provided in different sections of the Bartlett Municipal Code. When the Village creates an office in the Bartlett Municipal Code, sometimes officers have been treated as employees in personnel matters dealing with benefit issues, so they have been treated as both. He is speaking with the Village's labor attorney to make sure that they are coordinating with the Village's Personnel Manual. This Code clarifies that there should be the annual appointment of officers. The Village Administrator provision is a little different in it provides that the term of that office will be as provided by contract, but it cannot be longer than the term of the current mayor. That gives you some flexibility when you get to an employment contract situation. You could make the term one year, the same as all the other officers. If you are an Officer (village administrator, village attorney, village treasurer, village budget officer, director of public works, building director, electrical inspector, plumbing inspector, health officer, chief of police), they are appointed by the Village President with the advice and consent of the Board. As far as removal goes, it mirrors the language of the state statute. There is a little carve out for fire and police, we have a police commission and the hiring there is governed by a separate statute. Police are hired through a process with the Village Police Commissioners. What is a little unusual under the Bartlett scenario is that you have historically had the same person acting as the Finance Director, the Village Treasurer and the Village Budget Officer. A Village Treasurer is an officer under both this ordinance and state statute. If this ordinance gets passed at the next meeting, it is anticipated that the Village President will then appoint officers and that the Board will vote upon whether to consent to those appointments. This will be done on an annual basis.

Chairman Camerer questioned why some of the verbiage that read "village president and trustees" has been changed to "with the advice and consent of the board of trustees". What is the reasoning for that?

Attorney Mraz stated that he was trying to be consistent with all officers. Typically, officers are appointed by the Village President with the advice and consent. He was trying to be consistent and clear up some of the confusion.

Chairman Hopkins referred to a section stating "the village administrator may be removed from office anytime by a simple majority vote of the corporate authorities". He stated that it was adopted in 1982 and there must have been a reason for it. He thought it should stay in the ordinance.



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Attorney Mraz stated that he talked about this with Chairman Reinke as far as where they should go with removal. The draft ordinance before you mirrors the state statute. He thought it was better than the hybrid of whatever those two amendments combined were in that office. He is suggesting that they use this new language as it mirrors the statute on removal of officers that is in the Illinois Municipal Code. This will make it consistent across the board with all officers and is more easily defensible.

Chairman Hopkins disagreed with this and felt if there was four board members that felt there was a reason for removal, there is probably a pretty good reason for it.

Attorney Mraz stated that if the mayor removed the administrator, the Board could override that decision by a 2/3 vote and restore the administrator. It all follows the state statute. The two thirds vote is in the state statute and he would be reluctant to vary from that. Staff is trying to fix some of the problems that exist with the current Code.

Chairman Camerer asked if it could be worded as "the Village President with the consent and advice of the Board of Trustees"?

Attorney Mraz stated that removal is treated differently.

Chairman Reinke stated that one of the things that struck him in the way the Village Code was worded was that it was literally a hodgepodge. This notion of a separation of powers that you see at the federal or state level applies to municipalities as well. There are certain authority vested in us as members of the Board of Trustees and certain authority vested in the Village President because he's the executive. What the Village Code had done was sort out the mishmash all that together were eliminated it. When you take what apart you have to decide what's the proper rule of the Village Board or the proper role of the executives and this is why it's important to pay attention to who is the village president. This is why as members of the Village Board of Trustees, it is important to act as legislators. If we don't like what's going on, there are things that we can do. He understood Chairman Hopkins concern because it is ceding authority. He thinks it is authority that is properly vested in the Village President. It is also hard to have these discussions because we know these individuals. If there is a problem in the center seat, we have things we can do. He does not want to see this in Bartlett, but there are things they can do. When it comes to that point he would like to see our code mirror the Illinois Municipal Code because when you go to court or hire your own legislative attorney, then we have a frame of reference or common ground. We have no idea why this was done 20 or 30 years ago and it really just changes that balance.

Chairman Camerer stated that this gives the President the ability to let go of the Village Administrator on his own accord. However, it also puts him in a position to be judged on that decision and depending on the factors that bring him to that decision, could be bad. Therein lies the balance of power. We have to be careful of that.



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Attorney Mraz stated that he recommended they mirror the state statute and not get to the hodgepodge of cherry picking provisions.

Chairman Reinke stated that he is amenable to going back and changing things if they find from experience that things are not working. Have that conversation at that time.

President Wallace stated that the Village Attorney brought up some valid points with one person wearing one hat - that is where we really need to start focusing on what we are going to do with some of those offices. Do they need to be eliminated or consolidated? This is a good draft and it puts the Village in a position where it should be from a local standpoint and from a balance of power standpoint. From this point forward we are going to need to keep discussing the tweaks to this thing.

Chairman Hopkins asked if officers will be appointed every year? What about the Village Administrator?

Attorney Mraz stated that you will likely be dealing with an employment contract and that will change the dynamic a little bit. He allowed for a little longer period of time there instead of annually, so there is a little better feeling of security, but not exceeding the authority of the Municipal Code which says it cannot be beyond the mayor's term.

Chairman Hopkins asked if that follows state statute?

Attorney Mraz stated "no". There is nothing in the state statute that says officers only serve a one-year term. They cannot have a term that is longer than the mayor's term. The Board has the authority to limit the Village Administrator's term to one year.

Chairman Hopkins stated that if all the other officers are appointed annually then he thinks the Village Administrator should follow the same procedure.

President Wallace stated that the appointment would be somewhat ceremonial because the Village Administrator would be under contract and that contract would be longer than a year.

Attorney Mraz stated that he can make that change to make it consistent to the term.

Chairman Camerer asked what purpose does it serve?

Chairman Hopkins stated that they did not have any power to remove the village administrator and in the old ordinance they do. They are taking that power away.

Chairman Reinke stated that perhaps a reasonable compromise is an annual reappointment.



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Chairman Deyne stated that he really has a problem with the one year. We just appointed Paula to the "acting" roll and she is under six months with that. He would like to see it changed because he thought she was doing an outstanding job and it's ridiculous but she is still "acting". We should just give her the office of the Village Administrator. We are asking Paula to move back into the village and you want to review her position on an annual basis? The contract should be keeping with the mayors term. How can you ask the Village Administrator to make the commitment that we have asked her to make and not award her with a four year contract?

Chairman Hopkins stated that you could say that about all the officers.

Chairman Deyne stated that we are talking about the leader of our Village. It should be equivalent to the length of her contract.

President Wallace stated that he thought it would be acceptable to make it the equivalent to the length of her contract as the entire board determines.

Chairman Hopkins stated that this is not about one particular person. This is about a village ordinance that was adopted many years ago and now we are changing it - he had an issue with it. You're taking power away for no reason. If there is an issue in that position, we do not have the authority to do anything.

President Wallace stated that we have one person's opinion as well as all of the rest of our opinions so we should just leave it as is and go to discussion at the next Board meeting. There is one person opposed and all the rest are in favor of leaving it the way it is written.

Chairman Reinke stated that he is willing to entertain the annual appointment just to keep it with everyone else. We could be talking about a Village Administrator and the requirement to live within the Village or not. We should decide if we give them a certain amount of time to move here. The Village Board had all this authority and no one really knew it was there. We had a history of not following our code the way that you and I would like to see it followed. This will hopefully bring us into alignment and focus our attention on what we want to see the future look like.

Chairman Carbonaro stated that this was an anomaly because we never had a Village Administrator with a contract. We have never been confronted with that before so that is why it has never been an issue.

Chairman Camerer asked if it was imperative to follow the state statute?

President Wallace stated that if you are not following state statute and you take action that is disputed by the person or office that you are taking that action against, it will have



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
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a lot more power if you don't have what the Illinois Municipal Code says is the right way to do it.

Attorney Mraz stated that there are different forms of government and we had a little bit of a hodgepodge of ordinances that followed the managerial form of government as opposed to the non-statutory where it's an administrator. In the old days, the usual distinction was that the village managers were from larger municipalities that had adopted the managerial form by referendum, and village administrators were not, they had lesser powers and authority than village managers. There are two schools of thought as to whether if you haven't adopted the managerial form of government by referendum as to whether a village administrator could be granted some broader powers as Bartlett did. There are municipal attorneys who would say that unless you have the managerial form you can't do this or that. From town to town people started using "village administrator" interchangeably with "village manager" and then you have these different ordinances. The question becomes, where do you draw the line if you are not following state statute. If there were ever a removal, it would be an extra fight. He understood that it seems like the trustees are giving up a power that they had. The cleanest and most defensible position is to mirror the removal provisions in the Illinois Municipal Code.

President Wallace stated that Chairman Hopkins concern is with appointing the Village Administrator annually.

Attorney Mraz stated that he could draft the ordinance with "option 1" and "option 2", and the Board could approve one of the two options.

PUBLIC WORKS COMMITTEE

1. Metra Platform Discussion

Chairman Camerer stated that they are discussing realignment of the Metra platform to review the project scope and determine the ability to seek Metro's approval and a funding source for a project of this scope.

Mr. Plonczynski stated that they last discussed this when Chairman Carbonaro brought it up at the Village Board meeting on February 21 about the possibility of seeking federal funding to realign the commuter platforms east of Oak Avenue. He did some research on this project and it was last discussed in 2013 when there were some issues with mid-track crossings at Berteau Avenue. They met with the Metra engineers back then and discussed the reconfiguration of the split platform design going back to the realign. When this was discussed with the Metra engineers, they stated that there was no funding source at Metra and the Village would have to seek some kind of outside



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funding source for this work. The Village would have to bear the entire cost because Metra had put money into the current station and split platform. In 2013, there was some cost estimates which equated to approximately \$2 million. He did not get an update on these figures because they would have to invite Metra to go over the estimates. He did talk to some Metra staffers and they generally said that the cost estimates are accurate plus the cost of inflation over the last couple of years. There was also discussion that we would have to pay for the demolition of the existing platform and there is a possibility that a new platform, if we did a realignment, there would be some ComEd poles that may have to be relocated. He had other discussions with Metra officials regarding the train loading and unloading and dwell time. When we did the split platform the dwell time was a big issue because at that time, traffic would backup all the way down to Devon. The dwell time is still 5 to 7 minutes. The ridership figures from Metra are 1,081 riders per day. They did not have the 2016 rider count but it could be a change. They did some analysis of the trains and the last time they did the analysis there was no Canadian Pacific freight carrier in the mix. The freight line traffic has increased tremendously from 1,807 trains in 2009 to 6,629 trains in 2016. Metra trains have remained basically the same. The mid-track crossings was a discussion at that time. The surface crossing was estimated at 500,000 and indicated that if they did a surface crossing at Berteau, it could negatively impact the quiet zone we worked so hard to achieve. They believed that the mid-track crossing was a safety issue. He researched the possibility of an underpass and he looked into the Lombard station which had a project cost totaling \$7.8 million. The tunnel portion was approximately \$4 million. At this time, there is no cost estimate for a Bartlett pedestrian tunnel. Staff is looking for direction on how to proceed with this matter. A follow-up with Metra or hiring an engineering firm could allow for more up-to-date cost estimates and determine sources of funding. They may need more engineering to get it to that point. To get this kind of estimate for a good grant or funding application they should have something a little firmer.

Chairman Carbonaro asked if a grant application asked for anything firmer. Do we have to spend more money on engineering to fill out the grant application?

Mr. Plonczynski stated that he did not know. The better numbers you have for applying for competitive grants, the better your chances are of getting it.

Chairman Carbonaro reiterated that Mr. Plonczynski said that he had a conversation with Metra and he said the estimates were pretty concrete. He asked for clarification.

Mr. Plonczynski stated that the numbers he presented were from 2013 and you would have to increase it by the CPI.

Chairman Deyne asked if the Village could recoup these funds through parking or is it just an expenditure? Where will this money come from?



**VILLAGE OF BARTLETT
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Acting Administrator Schumacher stated that they can dedicate parking revenue towards this but they usually use these funds to maintain the parking lots. She didn't know of another revenue stream from the railroad. She stated that Chairman Carbonaro did have a conversation with Senator Roskam's office that there may be some grant money available from the state. She questioned what they are applying for - relocating the platforms or the underpass? Her understanding is that this would be the earmarked grants that come through the Senator's office rather than our bike path grants that went through the IDNR.

Chairman Camerer asked if motor fuel tax could be used for this project?

President Wallace stated "no".

Mr. Plonczynski stated in previous years there were other grant monies available. Metra contributed money from their capital expenditures and they have stated that they will not do that at this time.

Chairman Deyne asked about the history of the train station and why it has a split platform.

Mr. Plonczynski stated that it probably took 8 to 9 years to make that decision. They had numerous meetings and various alternatives. They proposed a platform between Oak and Western around the old station; upgrading the old station; a platform that was all the way east close to Prospect Avenue and the split platform.

Chairman Deyne stated that the split platform was based on the waiting time that the residents had and the backups. Didn't the local businesses in the downtown area request the split platform?

Mr. Plonczynski stated that the local businesses wanted to keep the train station in the downtown - that was a key and only certain options did that. The dwell time and keeping the gates down was one of the big reasons to do the split platform.

President Wallace asked if they could just tweak what they have here and submit the grant and roll the dice.

Chairman Carbonaro stated that his conversation was to advise Congressman Roskam that we had several conversations with Metra and we went to the RTA Board and nobody has any money. He would like to apply for the grant and if we don't get it then we don't get it. If we do get it, perhaps we could improve the downtown area.

Acting Administrator Schumacher stated that they will work with the Congressman's office and find out what kind of information they need to forward their process and see if



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we have alignment with what we have. If there are some gaps, we will bring it back to the Board. If not, we will put it together and submit it.

Chairman Carbonaro stated that it is first come, first serve, so they should get it in as soon as possible.

Chairman Deyne asked if the request is for combining the platforms or the underpass?

Chairman Carbonaro said platforms first because it would probably increase the traffic down there. If the grant comes through and they give us \$11 million then I guess we can ask for all of it.

Chairman Deyne stated that he wanted to make sure that this does not rest on the tax payers of the community.

There being no further business to discuss, Chairman Camerer moved to adjourn the regular Committee of the Whole meeting and that motion was seconded by Chairman Carbonaro.

ROLL CALL VOTE TO ADJOURN

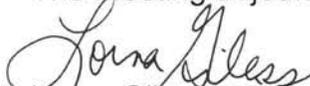
AYES: Chairmans Camerer, Carbonaro, Deyne, Hopkins, Reinke

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting adjourned at 8:37 p.m.


Lorna Gilless
Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/2/2017

100-GENERAL FUND REVENUES

430300-VILLAGE FINES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DONALD DIEL	PARKING TICKET REFUND	30.00
1 LOGAN MILLER	PARKING TICKET REFUND	30.00
INVOICES TOTAL:		60.00

430310-TOWING/IMPOUNDING FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 YADIRA I MONCEVAIS RUIZ	ADMINISTRATIVE TOW FEE REFUND	500.00
1 ORALDO PEREZ	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 - MAY 2017	14,955.75
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - MAY 2017	141.35
INVOICES TOTAL:		15,097.10

1100-VILLAGE BOARD/ADMINISTRATION

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	66.61
INVOICES TOTAL:		66.61

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TONER/INK CARTRIDGE	281.29
1 WAREHOUSE DIRECT	PAPER/SUPPLIES	69.44
INVOICES TOTAL:		350.73

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JULIE L BARTIMUS	PRESENTATION TRAINING	500.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	30.00
1 PAULA SCHUMACHER	ILCMA CONFERENCE REGISTRATION	250.00
INVOICES TOTAL:		780.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARTS IN BARTLETT	CIVIC GROUP FUNDING	5,000.00
1 BARTLETT 4TH OF JULY COMMITTEE	CIVIC GROUP FUNDING	12,000.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/2/2017**

1 BARTLETT AREA CHAMBER OF COMMERCE	CIVIC GROUP FUNDING	2,210.00
1 BARTLETT HERITAGE DAYS	CIVIC GROUP FUNDING	5,000.00
1 BARTLETT LIONS CLUB	CIVIC GROUP FUNDING	8,500.00
1 BARTLETT PARKS FOUNDATION	CIVIC GROUP FUNDING	40,000.00
1 FLAGS USA LLC	U.S. FLAG	70.00
INVOICES TOTAL:		72,780.00

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	38.06
INVOICES TOTAL:		38.06

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	27.34
1 COMCAST	VPN SERVICE	2.10
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	34.25
INVOICES TOTAL:		63.69

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOC PC	PROFESSIONAL SERVICES	24,334.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	675.00
INVOICES TOTAL:		25,934.00

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	LAKE MICHIGAN WATER ALLOCATION	2,908.50
1 CHRISTOPHER B BURKE ENG LTD	RUZICKA FIELD PARKING LOT	8,779.13
1 ENGINEERING ENTERPRISES INC	ESTATES OF BARTLETT	2,439.25
INVOICES TOTAL:		14,126.88

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	SPAULDING ROAD QUIET ZONE	217.00
INVOICES TOTAL:		217.00

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK	MARCH DEDUCTIBLES	26,069.99

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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 INVOICES DUE ON/BEFORE 5/2/2017**

INVOICES TOTAL: 26,069.99

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	93.17
		<u>INVOICES TOTAL: 93.17</u>

522950-ORDINANCE CODIFICATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STERLING CODIFIERS INC	ORDINANCE CODIFICATION FEES	507.00
		<u>INVOICES TOTAL: 507.00</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/PAPER PLATES/SUPPLIES	78.99
		<u>INVOICES TOTAL: 78.99</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 U S POSTAL SERVICE	POSTAGE FOR METER	5,000.00
		<u>INVOICES TOTAL: 5,000.00</u>

542100-REBATES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	30.00
		<u>INVOICES TOTAL: 30.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY RECORDER	RECORDING FEES	30.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	12.00
		<u>INVOICES TOTAL: 42.00</u>

1500-COMMUNITY DEVELOPMENT

522501-DOCUMENT IMAGING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NATIONAL BUSINESS SYSTEMS	DOCUMENT SCANNING SERVICES	1,939.38
		<u>INVOICES TOTAL: 1,939.38</u>

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	11.50

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/2/2017**

INVOICES TOTAL: 11.50

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	96.60
<u>INVOICES TOTAL:</u>		<u>96.60</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ROBERTA GRILL	CONFERENCE EXPENSES	355.20
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	141.61
** 1 UNIVERSITY OF ILLINOIS	PESTICIDE TRAINING CLINIC	50.00
<u>INVOICES TOTAL:</u>		<u>546.81</u>

1600-BUILDING

526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KESLIN ENGINEERING INC	PLAN REVIEW SERVICES	15,312.60
<u>INVOICES TOTAL:</u>		<u>15,312.60</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	131.88
<u>INVOICES TOTAL:</u>		<u>131.88</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	21.00
1 TOSHIBA BUSINESS SOLUTIONS	COPIER MAINTENANCE SERVICE	217.93
1 WAREHOUSE DIRECT	PENS/CORRECTION FLUID/SUPPLIES	66.48
<u>INVOICES TOTAL:</u>		<u>305.41</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	60.00
<u>INVOICES TOTAL:</u>		<u>60.00</u>

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADT SECURITY SERVICES	ALARM MONITORING SERVICE	43.45
1 FULTON TECHNOLOGIES INC	WARNING SIREN REPAIRS	327.37
1 ID NETWORKS	ANNUAL SERVICE AGREEMENT	825.00
1 MSAB INC	ANNUAL LICENSE RENEWAL	1,495.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/2/2017**

1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	720.66
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	700.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	700.00
1 VERIZON WIRELESS	WIRELESS SERVICES	729.18
INVOICES TOTAL:		5,540.66

522700-COMPUTER SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 LEADSONLINE	ONLINE SUBSCRIPTION RENEWAL	3,688.00
INVOICES TOTAL:		3,688.00

526000-VEHICLE MAINTENANCE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BARTLETT SUPER WASH	CAR WASH TOKENS	200.00
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	45.85
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	21.30
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	31.71
INVOICES TOTAL:		344.66

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	29.55
1 WAREHOUSE DIRECT	INK CARTRIDGE	110.13
INVOICES TOTAL:		139.68

530110-UNIFORMS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 P F PETTIBONE & CO	SERVICE BARS	341.00
1 RAY O'HERRON CO INC	UNIFORM SHIRTS	181.96
INVOICES TOTAL:		522.96

530115-SUBSCRIPTIONS/PUBLICATIONS

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

532000-AUTOMOTIVE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WEX BANK	FUEL PURCHASES	7,631.21
INVOICES TOTAL:		7,631.21

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	6.98
1 WAREHOUSE DIRECT	FOLDERS/PAPER/POST-IT FLAGS	41.98

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/2/2017

INVOICES TOTAL: 48.96

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMAS ALAGNA	TRAINING EXPENSES	38.20
1 RUSSELL CIONKO	TRAINING EXPENSES	111.00
1 RUSSELL CIONKO	TRAINING EXPENSES	40.51
1 CITY OF ST CHARLES	TRAINING FACILITY FEE	1,100.00
1 JIM DURBIN	TRAINING EXPENSES	75.00
1 MIREYA FLORES	TRAINING EXPENSES	30.60
1 DAVID LACRIOLA	TRAINING EXPENSES	44.40
1 GARY MITCHELL	TRAINING EXPENSES	75.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	125.00
1 NORTH EAST MULTI-REGIONAL	ANNUAL MEMBERSHIP FEES	5,415.00
1 BRIAN SIMONE	TRAINING EXPENSES	30.60
1 CHARLES SNIDER	TRAINING EXPENSES	295.40
INVOICES TOTAL:		7,380.71

542000-PLANNING & RESEARCH

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POWER DMS INC	ANNUAL SUBSCRIPTION FEE	4,727.25
INVOICES TOTAL:		4,727.25

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY HEALTH DEPARTMENT	DUPAGE NARCAN PROGRAM	1,152.00
INVOICES TOTAL:		1,152.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHERN IL POLICE ALARM SYSTEM	MEMBERSHIP DUES	400.00
1 NORTHERN IL POLICE ALARM SYSTEM	EMERGENCY SERVICES TEAM DUES	4,800.00
1 NORTHERN IL POLICE ALARM SYSTEM	MOBILE FIELD FORCE DUES	1,005.00
INVOICES TOTAL:		6,205.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	49.33
1 ROSELYNN FASHIONS LTD	TEEN POLICE SHIRTS	133.00
INVOICES TOTAL:		182.33

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	29.90
1 RAY O'HERRON CO INC	SECURITY LOCK BOX SAFE	39.99
INVOICES TOTAL:		69.89

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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 INVOICES DUE ON/BEFORE 5/2/2017**

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	1,174.00
INVOICES TOTAL:		1,174.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JPMORGAN CHASE BANK N.A.	SUBPOENA RESEARCH FEES	26.47
INVOICES TOTAL:		26.47

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

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	186.12
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	120.85
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	23.13
1 CONSTELLATION ENERGY	ELECTRIC BILL	117.20
INVOICES TOTAL:		447.30

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	532.25
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	6.00
INVOICES TOTAL:		538.25

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	TRAFFIC SIGNAL MAINTENANCE	347.25
INVOICES TOTAL:		347.25

527112-SERVICE TO MAINTAIN STR LIGHTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMUND & NELSON CO	STREET LIGHT MAINTENANCE	417.00
INVOICES TOTAL:		417.00

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	1,120.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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INVOICES TOTAL: 1,120.00

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WINKLER'S TREE & LANDSCAPING INC	TREE REMOVAL SERVICES	3,240.00
1 WINKLER'S TREE & LANDSCAPING INC	TREE REMOVAL SERVICES	7,360.00
<u>INVOICES TOTAL:</u>		<u>10,600.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 AFFORDABLE OFFICE INTERIORS	OFFICE FURNITURE PURCHASE	166.66
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	160.33
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS	78.75
1 WELCH BROS INC	QUICK-SETTING CEMENT	1,022.49
<u>INVOICES TOTAL:</u>		<u>1,428.23</u>

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	38.17
1 RUSSO'S POWER EQUIPMENT INC	RAKES	71.94
<u>INVOICES TOTAL:</u>		<u>110.11</u>

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	HARD HATS	16.50
<u>INVOICES TOTAL:</u>		<u>16.50</u>

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	4,276.03
<u>INVOICES TOTAL:</u>		<u>4,276.03</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/INK CARTRIDGES/TAPE	31.21
<u>INVOICES TOTAL:</u>		<u>31.21</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	586.40
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	126.36
1 INTERSTATE BILLING SERVICE INC	CREDIT - RETURN	-219.45
1 NAPA AUTO PARTS	EQUIPMENT MAINTENANCE SUPPLIES	1,435.05
1 RALPH HELM INC	MAINTENANCE SUPPLIES	17.87
1 STANDARD EQUIPMENT CO	STREET SWEEPER MATERIALS	36.79
1 STANDARD EQUIPMENT CO	STREET SWEEPER MATERIALS	506.32

** Indicates pre-issue check.

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1 TIME BUSINESS SYSTEMS INC	PHONE SYSTEM MAINTENANCE	305.41
	INVOICES TOTAL:	2,794.75

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING CO	ASPHALT PURCHASE	2,114.40
	INVOICES TOTAL:	2,114.40

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	TOPSOIL PURCHASE	335.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	144.25
	INVOICES TOTAL:	479.25

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	808.11
	INVOICES TOTAL:	808.11

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	STONE/GRAVEL PURCHASE	180.40
	INVOICES TOTAL:	180.40

3000-DEBT SERVICE EXPENDITURES

523700-AGENTS FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELLS FARGO BANK	AGENT FEES/SERIES 2012	525.00
	INVOICES TOTAL:	525.00

4200-MUNICIPAL BLDG PROJECTS EXP

585058-2016 POLICE STATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 COMMONWEALTH EDISON CO	DEPOSIT/ENGINEERING COSTS	5,000.00
1 FREDERICK QUINN CORPORATION	NEW BARTLETT POLICE FACILITY	8,500.00
1 WILLIAMS ARCHITECTS	POLICE STATION	85,911.54
	INVOICES TOTAL:	99,411.54

4300-DEVELOPER DEPOSITS EXPENDITURE

585000-LOC DRAW PROJECTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MACKIE CONSULTANTS LLC	HERONS LANDING DETENTION POND	1,500.00

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INVOICES TOTAL: 1,500.00

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN DREAM HOUSE REALTY LLC	VBR BOND REFUND	500.00
1 RAJENDRA KALARIYA	VBR BOND REFUND	500.00
INVOICES TOTAL:		1,000.00

4800-BREWSTER CREEK TIF MUN ACC EXP

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BIG BENUZZI'S INDUSTRIAL GUIDE INC	ADVERTISING	250.00
INVOICES TOTAL:		250.00

5000-WATER OPERATING EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	43.01
1 UNIFIRST CORP	UNIFORM RENTAL	43.01
INVOICES TOTAL:		86.02

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AQUA BACKFLOW INC	CROSS CONNECTION CONTROL PROGRAM	935.30
INVOICES TOTAL:		935.30

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	28.60
INVOICES TOTAL:		28.60

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	64.30
INVOICES TOTAL:		64.30

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	STONE/GRAVEL PURCHASE	180.41
INVOICES TOTAL:		180.41

** Indicates pre-issue check.

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530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 AFFORDABLE OFFICE INTERIORS	OFFICE FURNITURE PURCHASE	166.67
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	45.46
INVOICES TOTAL:		212.13

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	75.06
INVOICES TOTAL:		75.06

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	1,028.47
INVOICES TOTAL:		1,028.47

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/INK CARTRIDGES/TAPE	31.21
1 WAREHOUSE DIRECT	CASSETTES	74.64
INVOICES TOTAL:		105.85

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	APRIL BILLS POSTAGE	1,653.39
INVOICES TOTAL:		1,653.39

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HD SUPPLY WATERWORKS LTD	MAINTENANCE SUPPLIES	160.21
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	57.86
1 NAPA AUTO PARTS	EQUIPMENT MAINTENANCE SUPPLIES	34.39
1 TIME BUSINESS SYSTEMS INC	PHONE SYSTEM MAINTENANCE	305.42
INVOICES TOTAL:		557.88

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	MAINTENANCE SUPPLIES	193.64
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	247.81
INVOICES TOTAL:		441.45

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLIANA INSTRUMENTATION	EQUIPMENT CALIBRATION	682.80
1 WATER RESOURCES INC	WATER METERS	2,325.00

** Indicates pre-issue check.

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INVOICES TOTAL: 3,007.80

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FLOYD BITTING	REFUND/WATER BILL OVERPAYMENT	28.44
<u>INVOICES TOTAL:</u>		<u>28.44</u>

5090-WATER CAPITAL PROJECTS EXP

581035-WATER SYSTEM MODELING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	WATER SYSTEM MODELING/PLAN	11,827.03
<u>INVOICES TOTAL:</u>		<u>11,827.03</u>

581037-DWC PUMP STA.STORAGE, LAND

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	WATER COMM RECEIVING STATION	19,263.65
<u>INVOICES TOTAL:</u>		<u>19,263.65</u>

5100-SEWER OPERATING EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
<u>INVOICES TOTAL:</u>		<u>132.44</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	188.99
1 CONSTELLATION ENERGY	ELECTRIC BILL	293.27
<u>INVOICES TOTAL:</u>		<u>482.26</u>

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	3,886.00
<u>INVOICES TOTAL:</u>		<u>3,886.00</u>

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	STONE/GRAVEL PURCHASE	180.41
<u>INVOICES TOTAL:</u>		<u>180.41</u>

** Indicates pre-issue check.

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530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 AFFORDABLE OFFICE INTERIORS	OFFICE FURNITURE PURCHASE	166.67
1 CALCO LTD	DEMINERALIZER	133.00
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	51.96
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	286.87
1 TERRACE SUPPLY COMPANY	MATERIALS & SUPPLIES	305.00
	INVOICES TOTAL:	943.50

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	2,405.81
	INVOICES TOTAL:	2,405.81

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	1,044.28
	INVOICES TOTAL:	1,044.28

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/INK CARTRIDGES/TAPE	25.98
1 WAREHOUSE DIRECT	COFFEE/FILTERS	197.68
	INVOICES TOTAL:	223.66

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	APRIL BILLS POSTAGE	1,653.39
	INVOICES TOTAL:	1,653.39

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EJ EQUIPMENT INC	EQUIPMENT REPAIRS	1,460.94
1 GRAINGER	MAINTENANCE SUPPLIES	13.52
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	162.59
1 TIME BUSINESS SYSTEMS INC	PHONE SYSTEM MAINTENANCE	305.42
1 WELCH BROS INC	MAINTENANCE SUPPLIES	374.68
1 WEST SIDE ELECTRIC SUPPLY INC	BATTERIES	13.37
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	28.53
	INVOICES TOTAL:	2,359.05

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	285.10
	INVOICES TOTAL:	285.10

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541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CENTRAL STATES WATER ENVIRONMENT	SEMINAR REGISTRATION FEES	150.00
	INVOICES TOTAL:	150.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REPUBLIC SERVICES #933	WASTE CONTAINER PICK UP	5,051.50
	INVOICES TOTAL:	5,051.50

5190-SEWER CAPITAL PROJECTS EXP

582023-PHOSPHORUS REMOVAL SYSTEM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY EVALUATION	19,510.39
	INVOICES TOTAL:	19,510.39

582025-SANITARY SEWER EVALUATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INSITUFORM TECHNOLOGIES USA LLC	SANITARY SEWER LINING	35,281.98
	INVOICES TOTAL:	35,281.98

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	42.57
1 UNIFIRST CORP	MATS	12.00
	INVOICES TOTAL:	54.57

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	81.23
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	80.31
1 CONSTELLATION ENERGY	ELECTRIC BILL	57.94
	INVOICES TOTAL:	219.48

570200-BLDG & GROUNDS IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
	INVOICES TOTAL:	128.80

5500-GOLF PROGRAM EXPENSES

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522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	92.30
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	349.78
INVOICES TOTAL:		442.08

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	34.30
INVOICES TOTAL:		34.30

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	919.13
INVOICES TOTAL:		919.13

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	3,223.15
1 ACUSHNET COMPANY	GOLF BALLS	891.48
1 ACUSHNET COMPANY	GOLF BALLS	117.72
1 ACUSHNET COMPANY	GOLF BALLS	350.22
1 ACUSHNET COMPANY	GOLF BALLS	117.72
1 ACUSHNET COMPANY	GOLF BALLS	114.78
INVOICES TOTAL:		4,815.07

534333-PURCHASES - GOLF CLUBS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIZUNO USA INC - NDC	GOLF CLUBS	543.68
1 MIZUNO USA INC - NDC	GOLF CLUBS	913.90
1 MIZUNO USA INC - NDC	GOLF CLUBS	947.34
INVOICES TOTAL:		2,404.92

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	RAIN JACKETS	308.75
INVOICES TOTAL:		308.75

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JENSEN'S PLUMBING & HEATING INC	HVAC PAYOUT #1	1,080.00
1 JENSEN'S PLUMBING & HEATING INC	HVAC PAYOUT #2	52,446.60
INVOICES TOTAL:		53,526.60

5510-GOLF MAINTENANCE EXPENSES

** Indicates pre-issue check.

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522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	35.70
1 CINTAS CORPORATION	UNIFORM RENTAL	35.70
1 CINTAS CORPORATION	UNIFORM RENTAL	35.70
1 CINTAS CORPORATION	UNIFORM RENTAL	35.70
1 CINTAS CORPORATION	UNIFORM RENTAL	35.70
INVOICES TOTAL:		178.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	11.43
INVOICES TOTAL:		11.43

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	919.13
INVOICES TOTAL:		919.13

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EVERGRIP INDUSTRIES	RAKES	405.75
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	95.83
INVOICES TOTAL:		501.58

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS DEPT OF AGRICULTURE	PEST CONTROL LICENSE FEE	15.00
INVOICES TOTAL:		15.00

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINE	50.00
** 1 DARLING INGREDIENTS INC	SERVICE AGREEMENT	69.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	187.29
INVOICES TOTAL:		323.29

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	5.72
INVOICES TOTAL:		5.72

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530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	FIRST AID SUPPLIES	62.05
1 EUCLID BEVERAGE LLC	PITCHERS	4.50
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	50.00
INVOICES TOTAL:		116.55

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	62.79
1 ELGIN BEVERAGE CO	BEER PURCHASE	44.81
1 EUCLID BEVERAGE LLC	BEER PURCHASE	441.91
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	244.27
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	251.93
1 LAKESHORE BEVERAGE	BEER PURCHASE	62.64
1 SCHAMBERGER BROS INC	BEER PURCHASE	156.40
INVOICES TOTAL:		1,264.75

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DARLING INGREDIENTS INC	SERVICE AGREEMENT	69.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	187.29
1 MICKEY'S LINEN	LINEN SERVICES	16.00
1 MICKEY'S LINEN	LINEN SERVICES	215.03
INVOICES TOTAL:		487.32

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	5.72
INVOICES TOTAL:		5.72

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	FIRST AID SUPPLIES	62.06
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	77.48
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	161.74
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	39.54
INVOICES TOTAL:		340.82

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	502.34
1 ELGIN BEVERAGE CO	BEER PURCHASE	134.45
1 EUCLID BEVERAGE LLC	BEER PURCHASE	1,148.50

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1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	4,223.12
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	755.81
1 GRECO AND SONS INC	FOOD PURCHASE	106.72
1 GRECO AND SONS INC	FOOD PURCHASE	186.06
1 GRECO AND SONS INC	FOOD PURCHASE	154.79
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	750.13
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	252.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	62.64
1 NEW ALBERTSONS INC	FOOD PURCHASES	376.84
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	128.94
1 TURANO BAKING CO	FOOD PURCHASE	302.56
	INVOICES TOTAL:	9,084.90

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	55.87
	INVOICES TOTAL:	55.87

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	62.79
1 ELGIN BEVERAGE CO	BEER PURCHASE	369.60
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	707.72
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	244.50
1 LAKESHORE BEVERAGE	BEER PURCHASE	124.50
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	393.84
1 SCHAMBERGER BROS INC	BEER PURCHASE	160.40
	INVOICES TOTAL:	2,063.35

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	306.63
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	255.00
	INVOICES TOTAL:	561.63

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	234.85
1 COMCAST	VPN SERVICE	289.85
	INVOICES TOTAL:	524.70

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522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CREEKSIDE PRINTING	BARTLETTER	3,521.00
INVOICES TOTAL:		3,521.00

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	193.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	390.00
1 CINTAS CORPORATION	CLEANING SERVICES	92.48
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - APRIL 2017	2,705.00
1 TIME BUSINESS SYSTEMS INC	PHONE SYSTEM MAINTENANCE	156.00
1 UNIFIRST CORP	MATS	41.80
INVOICES TOTAL:		3,578.28

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PAETEC	TELEPHONE BILL	514.63
INVOICES TOTAL:		514.63

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	549.16
1 CONSTELLATION ENERGY	ELECTRIC BILL	37.86
INVOICES TOTAL:		587.02

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACCUTECH SERVICES	PRINTER MAINTENANCE	30.00
1 CLIFFORD-WALD	PLOTTER PAPER	113.64
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	252.41
1 WAREHOUSE DIRECT	PAPER/PAPER PLATES/SUPPLIES	593.96
1 WAREHOUSE DIRECT	RESTROOM SIGN	14.95
1 WAREHOUSE DIRECT	PAPER TOWELS/HAND SOAP	173.97
INVOICES TOTAL:		1,178.93

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	217.59
INVOICES TOTAL:		217.59

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CBT NUGGETS LLC	TRAINING FEES	1,798.20
INVOICES TOTAL:		1,798.20

** Indicates pre-issue check.

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 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/2/2017**

6100-VEHICLE REPLACEMENT EXPENSES

570550-GOLF VEHICLE REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REINDERS INC	SAND TOPDRESSER	12,841.89
INVOICES TOTAL:		12,841.89

7000-POLICE PENSION EXPENDITURES

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 MESIROW INSURANCE SERVICES INC	FIDUCIARY LIABILITY RENEWAL	6,977.00
** 1 MESIROW INSURANCE SERVICES INC	CYBER LIABILITY	674.05
INVOICES TOTAL:		7,651.05

900000-POOLED CASH & INVESTMENT FUND

100007-CASH - PAYROLL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	2.91
INVOICES TOTAL:		2.91

GRAND TOTAL: 572,640.92

GENERAL FUND	245,663.37
DEBT SERVICE FUND	525.00
MUNICIPAL BUILDING FUND	99,411.54
DEVELOPER DEPOSITS FUND	2,500.00
BREWSTER CREEK TIF MUN ACCT	250.00
WATER FUND	39,495.78
SEWER FUND	73,589.77
PARKING FUND	402.85
GOLF FUND	77,824.78
CENTRAL SERVICES FUND	12,481.98
VEHICLE REPLACEMENT FUND	12,841.89
POLICE PENSION FUND	7,651.05
POOLED CASH & INVESTMENT FUND	2.91
GRAND TOTAL	572,640.92

** Indicates pre-issue check.

**PROCLAMATION
NATIONAL PUBLIC WORKS WEEK
MAY 21 – 27, 2017**

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and,

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water supply, wastewater treatment and sanitary sewers, storm sewers, streets and highways, and forestry; and,

WHEREAS, the health, safety, and comfort of a community greatly depends on these facilities and services; and,

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and,

WHEREAS, the efficiency of the qualified and dedicated personnel of public works departments is supported when citizens understand the importance of public works; and,

WHEREAS, the year 2017 marks the 57th annual National Public Works Week, sponsored by the American Public Works Association;

THEREFORE, I, Kevin Wallace, Village President, do hereby proclaim **May 21 – 27, 2017** as **NATIONAL PUBLIC WORKS WEEK** in the Village of Bartlett.

Dated the 2nd day of May, 2017.



Kevin Wallace, Village President

POLICE DEPARTMENT MEMORANDUM

17-19

DATE: April 4, 2017
TO: Paula Schumacher, Acting Village Administrator
FROM: Patrick B. Ullrich, Chief of Police 
SUBJECT: National Police Week

Each year we recognize National Police Week and Police Officer Memorial Day. Attached is a proclamation for Board consideration. I request that this proclamation be considered at the May 2, 2017 Board Meeting. National Police Week runs from May 15 through May 21, 2017.

Additionally, I request that Village President Kevin Wallace authorize the flying of the flag at half-staff on Police Officer Memorial Day, May 15, 2017.

PBU/hma

attachment

**PROCLAMATION
NATIONAL POLICE WEEK
MAY 15 – 21, 2017**

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the members of the Bartlett Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Bartlett; and

WHEREAS, it is important that all citizens know and understand the duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the Bartlett Police Department has grown to be a modern, scientific, and nationally accredited law enforcement agency which unceasingly provides a vital public service;

Now, therefore, I, Kevin Wallace, Village President, call upon all citizens of Bartlett and upon all patriotic, civil and educational organizations to observe the week of May 15 through 21, as Police Week with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of Bartlett to observe Sunday, May 15th, as Peace Officers Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

Dated the 2nd day of May, 2017.



Kevin Wallace, Village President

**VILLAGE OF BARTLETT PROCLAMATION
RECOGNIZING MAY 1-31, 2017 AS BIKE MONTH**

WHEREAS, for more than a century, the bicycle has been an important part of the lives of most Americans; and

WHEREAS, today, millions of Americans engage in bicycling because it is a viable and environmentally sound form of transportation, an excellent form of fitness and provides quality family recreation; and

WHEREAS, the Village of Bartlett with the Active Transportation Alliance, are promoting bike riding events, including the second annual Kickstand Classic later this fall; and

WHEREAS, Ride Illinois is educating cyclists and motorists as to the proper and safe operation of bicycles at www.bikesafetyquiz.com; and

WHEREAS, Ride Illinois, the Village of Bartlett and Active Transportation Alliance, and independent cyclists throughout our Village are promoting greater public awareness of bicycle operations and safety education in an effort to reduce accidents, injuries and fatalities for all.

NOW, THEREFORE, I, Kevin Wallace, Village President of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, do hereby proudly proclaim the month of May, 2017 as Bike Month in Bartlett.

Dated this 2nd day of May, 2017



Kevin Wallace, Village President

LIQUOR LICENSE ISSUANCE AS PRESENTED ON
MAY 2, 2017

RENEWALS

Class F	Eng's Son & Son, Inc. dba Silver Lake Chinese Restaurant	805 S. IL Route 59
Class N	Cadillac Ranch Texas BBQ & Boot Bar, Inc. dba Moretti's/Lucky Star	1175 W. Lake St
Class A	Cadillac Ranch Texas BBQ & Boot Bar, Inc. dba Lucky Star/Moretti's Banquets	1175 W. Lake St
Class L	Artiami, Inc dba Town Liquor & Food	233 S. Main St



Agenda Item Executive Summary

Item Name Bracht's Place Committee or Board Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

The Petitioner is requesting a **Site Plan Amendment** and **Special Use Permits**:

- a) To serve liquor;
- b) A game room/recreation and amusement establishment to extend into the newly acquired/leased 1,200 square foot unit; and
- c) Allow outdoor seating including serving food and liquor

These requests are for Bracht's Place located at 363 Prospect Avenue at the northeast corner of Prospect and Devon Avenues.

The **Plan Commission** reviewed the Petitioner's requests and conducted the required public hearing at their meeting on April 13, 2017. The Commission recommended **approval** subject to the conditions and findings of fact outlined in the Staff Report and the following additional conditions:

1. No outdoor music or entertainment.
2. Food or liquor shall only be served outside Sunday through Thursday until 10:00 p.m.
3. Food or liquor shall only be served outside Friday and Saturday until 12:00 am (midnight).

Staff is requesting that the Petitioner's requests be forwarded directly to the Village Board for a final vote in order to facilitate the remodeling of the building.

ATTACHMENTS (PLEASE LIST)

CD Memo, Ordinance with Exhibits, Plan Commission Meeting Minutes, Applicant Cover Letter, Application, Location Map and Previously Approved 1988 Site Plan

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approve Ordinance #2017- _____ An Ordinance Approving A Site Plan Amendment And Granting Special Use Permits For Bracht's Place
- Motion

Staff: Jim Plonczynski, Com Dev Director

Date: 4/24/2017

COMMUNITY DEVELOPMENT MEMORANDUM

17-073

DATE: April 24, 2017
TO: Paula Schumacher, Acting Village Administrator
FROM: Jim Plonczynski, Community Development Director
RE: **(#17-03) Bracht's Place**

PETITIONER

Larry Humbracht

SUBJECT SITE

363 Prospect Avenue (Northeast corner of Devon Avenue & Prospect Avenue) located in the Devon/Prospect Plaza

REQUESTS

**Site Plan Amendment and
Special Use Permits:**

- a) To serve liquor into the newly acquired/leased 1,200 square foot unit;
- b) A game room/recreation and amusement establishment to extend into the newly acquired/leased 1,200 square foot unit; and
- c) Allow outdoor seating including serving food and liquor

Staff is requesting that the Petitioner's requests be forwarded directly to the Village Board for a final vote in order to facilitate the remodeling of the building.

EXISTING AND PROPOSED CONDITIONS

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Commercial	Commercial	B-4
North	Commercial	Commercial	B-4
South	Residential	Open Space/Suburban Residential	SR-4
East	Residential	Attached Residential	SR-6 PUD
West	Residential	Attached Residential	PD

ZONING HISTORY

1. The Devon Prospect Plaza was built around 1987. Bracht's Place was granted Special Use Permits on October 2, 1990 by Ordinance #1990-104 to allow an indoor sit-down restaurant serving liquor and a game room limited to no more than two machines.
2. On March 16, 1993 by Ordinance #1993-36 Bracht's Place amended their Special Use Permit to allow a game room limited to no more than five (5) machines.
3. On June 16, 1993 by Ordinance #1993-74 Bracht's Place was granted a Special Use Permit to allow for the operation of a Recreation and Amusement Establishment (indoor computer golf game) and to expand their existing site one tenant space to the north.

DISCUSSION

1. The Petitioner is requesting a **Site Plan Amendment** to allow outdoor seating.
2. The Petitioner has acquired/leased the northern 1,200 square foot unit. Bracht's Place will be expanding from 2,700 square feet to 3,900 square feet and will expand to the northern end of the building.
3. The Petitioner is requesting to allow their existing **Special Use Permits** to also be allowed within the last unit (serving liquor, game room & recreation and amusement establishment) and to have outdoor seating including serving of liquor outside.
4. The Petitioner has been at this location since 1990. They currently lease three units toward the north end of the building and would now lease the fourth and last space in the building. The space would be incorporated into Bracht's Place with the other three units.
5. The Petitioner would like to put in an outdoor beer garden in the rear of the building directly east of the newly acquired/leased northern most tenant space on the existing parking lot and eliminating the last 3 parking stalls. There will be seating outdoors but there will be no music in the beer garden.
6. A 3' high fence around the outdoor seating area is required due to the serving of liquor. The petitioner is proposing to install a 6' solid PVC fence around the outdoor area. There will be a gate on the south side of the fence; however, it will be locked so patrons cannot enter or exit through the beer garden but will be accessible for the fire department.
7. Bracht's Place is currently open seven days a week from 11:00 a.m. to 2:00 a.m.

Sunday thru Thursday and 11:00 a.m. to 4:00 a.m. Friday and Saturday and has a Class A extended liquor license. The hours for the Class A extended liquor license are Sun.-Thurs. 8:00 a.m. to 2:00 a.m. and Fri.-Sat. 8:00 a.m. to 4:00 a.m. There are two (2) establishments with this type of license: Bracht's Place and the Bartlett Volunteer Fire Association.

CURRENT VIOLATION

1. The fence on the east property line is in need of repair and is currently a code violation. The property owner has been notified of this violation, and a ticket has been issued. If this issue is not resolved it will be at local adjudication on May 17, 2017.

RECOMMENDATION

1. The Staff recommends **approval** of the petitioner's requests subject to the following conditions and Findings of Fact:
 - A. The fence along the east property line must be repaired prior to the Special Uses being granted on this property.
 - B. Approval of building permits.
 - C. Findings of Fact (Site Plan Amendment):
 - i. That the proposed outdoor seating is a Special Use in the B-4 Zoning District;
 - ii. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
 - iii. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
 - iv. That the site plan provides for the safe movement of pedestrians within the site;
 - v. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
 - vi. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.
 - D. Findings of Fact (Special Uses):
 - i. The proposed uses of serving liquor, extending the game room/recreation and amusement establishment into the newly acquired/leased 1,200 square foot unit and to allow outdoor seating including serving food and liquor are desirable to provide uses which are in the interest of public convenience and will contribute to the general

- welfare of the community;
- ii. That these uses will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
 - iii. That the special uses shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
2. The **Plan Commission** reviewed the Petitioner's requests and conducted the required public hearing at their meeting on April 13, 2017. The Commission recommended **approval** subject to the conditions and findings of fact outlined above by Staff and added the following conditions:
- i. No outdoor music or entertainment.
 - ii. Food or liquor shall only be served outside Sunday through Thursday until 10:00 p.m.
 - iii. Food or liquor shall only be served outside Friday and Saturday until 12:00 a.m. (midnight).
3. Minutes from the Plan Commission meeting, the Ordinance, including exhibits and additional background information are attached for your review.

ALZ//Attachments

X:\Comdev\mem2017\073_Brachts Place_vb.doc

ORDINANCE 2017 - _____

**AN ORDINANCE APPROVING A SITE PLAN AMENDMENT
AND GRANTING SPECIAL USE PERMITS FOR BRACHT'S PLACE**

WHEREAS, Larry Humbracht, the President of Bracht's Place, Inc. (the "Petitioner"), as the tenant in the two northerly most leased units (the "Bracht's Leased Space") in the commercial shopping center known as the Devon Prospect Plaza, which is commonly known as 363 Prospect Avenue and legally described on **Exhibit A** attached hereto (the "Subject Property"), has filed a petition to amend the Original Site Plan for the Subject Property, and for special use permits: (a) to serve liquor in the newly acquired/leased 1,200 square foot southerly unit of the Bracht's Leased Space, (b) a game room/recreation and amusement establishment to extend into the newly acquired/leased 1,200 square foot unit, and (c) to allow outdoor seating, including serving food and liquor, in the outdoor seating area immediately east of the Bracht's Leased Space (the "Petition"); and

WHEREAS, the owner of the Subject Property, Dinaki Property LLC, has consented to the filing of the Petition; and

WHEREAS, the Subject Property is zoned B-4 Neighborhood Shopping District and a Site Plan for the Devon Prospect Plaza was originally approved on April 5, 1988 by Resolution #1988-25-R (the "Original Site Plan"); and

WHEREAS, the Bartlett Plan Commission reviewed the Petition with respect to the proposed amendment to the Original Site Plan and conducted the required public hearing with respect to the requested special use permits at its meeting on April 13, 2017 (Case #17-03) and has recommended to the corporate authorities that the Site Plan Amendment (hereinafter defined) be approved and the special use permits: (a) to serve liquor in the newly acquired/leased 1,200 square foot unit, (b) a game room/recreation and amusement establishment to extend into the newly acquired/leased 1,200 square foot unit, and (c) to allow outdoor seating including serving food and liquor in the outdoor seating area immediately east of and adjacent to the Bracht's Leased Space (collectively, the "Special Use Permits") be granted, subject to the conditions and findings of fact set forth in its report; and;

WHEREAS, the corporate authorities have determined that it is in the public interest to approve the Site Plan Amendment (hereinafter defined) and grant the Special

Use Permits as recommended by the Plan Commission, provided the conditions set forth in this Ordinance are satisfied; and

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

SECTION ONE: The Corporate Authorities do hereby make the following findings of fact pertaining to the Site Plan Amendment (hereinafter defined):

1. That the proposed outdoor seating is a special use in the B-4 Zoning District;
2. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
3. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
4. That the amended site plan provides for the safe movement of pedestrians within the site;
5. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the Subject Property so that the proposed development of the Bracht's Leased Space and adjacent outdoor seating will be in harmony with adjacent land uses. Any part of the site plan area as depicted on the Site Plan Amendment (hereinafter defined), including the proposed outdoor seating area adjacent to the Bracht's Leased Space that is not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
6. That all outdoor storage areas are screened and are in accordance with standards specified by the Bartlett Zoning Ordinance.

SECTION TWO: That the Subject Property shall be developed in strict accordance with the Site Plan prepared by Lindley & Sons, Inc. attached hereto as **Exhibit B**; and the Outdoor Seating Plan prepared by Lindstrom Associates, LLC dated February 22, 2017, attached hereto as **Exhibit C**; each of which are expressly made a part of this Ordinance and are collectively referred to herein and are defined as the "Site Plan Amendment", are hereby approved, subject to the conditions set forth in Section Five of this Ordinance.

SECTION THREE: Based on and subject to the conditions set forth in Sections Two and Five of this Ordinance, the Corporate Authorities do hereby make the following findings of fact pertaining to the Special Use Permits:

1. The proposed special uses of serving liquor, extending the game room/recreation and amusement establishment into the newly acquired/leased 1,200 square foot unit and to allow outdoor seating including serving food and liquor are desirable to provide uses which are in the interest of public convenience and will contribute to the general welfare of the community;
2. That the proposed special uses will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
3. That the proposed special uses shall conform to the regulations and conditions in the Bartlett Municipal Code, the regulations and conditions specified in the Bartlett Zoning Ordinance for such uses, and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees set forth in this Ordinance.

SECTION FOUR: That the Special Use Permits: (a) to serve liquor into the newly acquired/leased 1,200 square foot unit lying immediately south of the leased space currently occupied by the Petitioner (the "Expanded Space"), (b) a game room/recreation and amusement establishment to extend into the newly acquired/leased 1,200 square foot unit Expanded Space, and (c) to allow outdoor seating including serving food and liquor on the Subject Property in the outdoor seating area depicted on the Site Plan Amendment and lying immediately east of and adjacent to the Bracht's Leased Space, are hereby granted, subject to the conditions forth in Sections Two and Five of this Ordinance.

SECTION FIVE: That the findings set forth in Sections One and Three, and the approval of the Site Plan Amendment set forth in Section Two, and the granting of the Special Use Permits set forth in Section Four of this Ordinance, are subject to the following conditions:

1. The fence along the east property line must be repaired within 30 days.
2. Approval of building permits.
3. Issuance of an occupancy permit for the Expanded Space.
4. No outdoor music or entertainment.
5. No food or liquor shall be served outside on the Subject Property on Sunday through Thursday after 10:00 p.m.
6. No food or liquor shall be served outside on the Subject Property after 11:59 p.m. on Friday and Saturday.

SECTION SIX: The violation of any of the above conditions shall be cause for the revocation of the Site Plan Amendment approval and Special Use Permit herein granted.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED this 2nd day of May, 2017

APPROVED this 2nd day of May, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

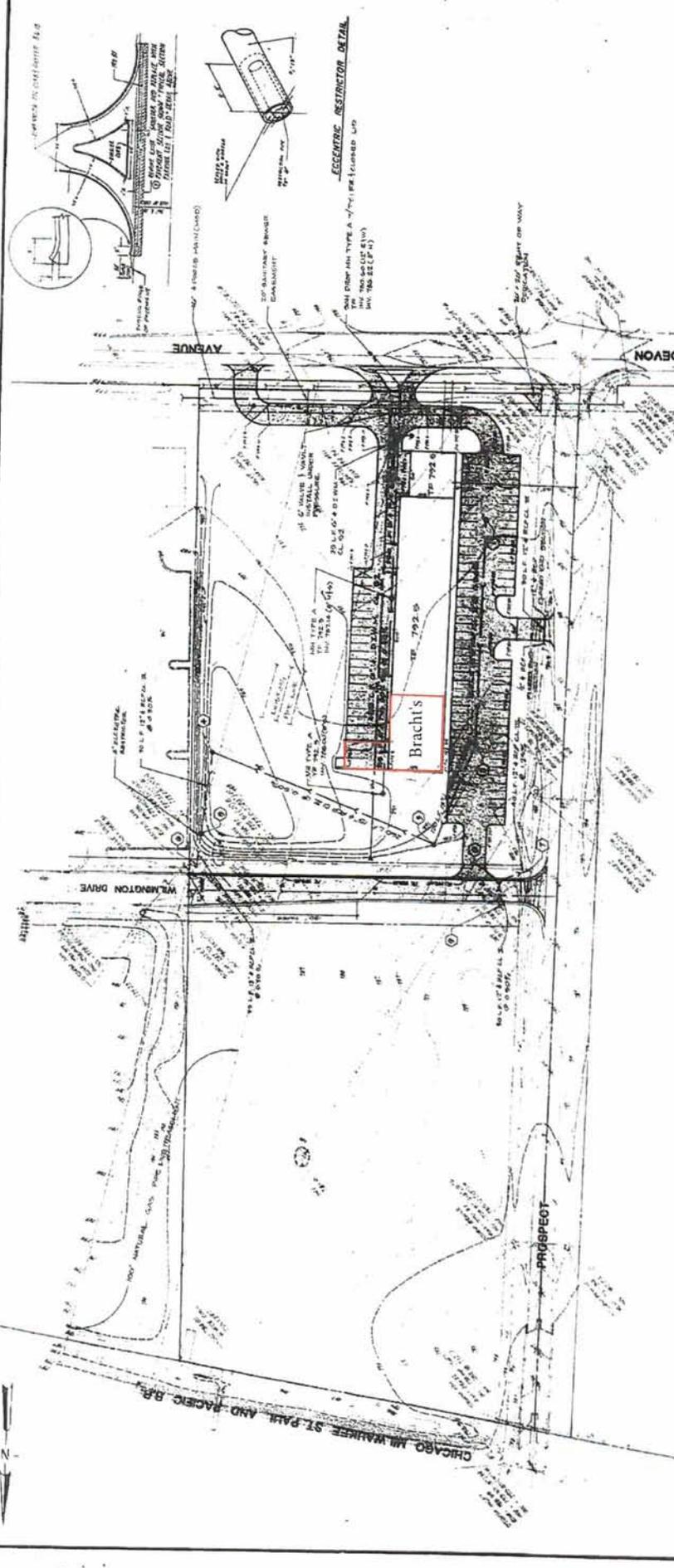
I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2017- _____ enacted on May 2, 2017 and approved on May 2, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A

THAT PART OF THE SOUTH EAST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE EASTER ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 409.81 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 540.3 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 396.42 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTHERLY ALONG SAID WEST LINE; A DISTANCE OF 540.47 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THAT PART, IF ANY, LYING EAST OF THE WEST LINE, AND SAID WEST LINE EXTENDED NORTH AND SOUTH OF HEARTHWOOD FARMS SUBDIVISION, UNIT 6, A PLANNED UNIT DEVELOPMENT IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 35, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 1984 AS DOCUMENT NUMBER 27173331) IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 363 PROSPECT AVENUE IN THE DEVON PROSPECT PLAZA, BARTLETT, ILLINOIS 60103.0



STORM SEWER STRUCTURE SCHEDULE

Structure	Type	Size	Material	Location	Notes
1	Manhole	48" Dia.	Cast Iron	At intersection of Prospect and Wilmington Drive	See drawing for details
2	Manhole	48" Dia.	Cast Iron	At intersection of Prospect and Devon Avenue	See drawing for details
3	Manhole	48" Dia.	Cast Iron	At intersection of Prospect and Chicago, Milwaukee, St. Paul and Pacific R.R.	See drawing for details
4	Manhole	48" Dia.	Cast Iron	At intersection of Prospect and Bracht's	See drawing for details
5	Manhole	48" Dia.	Cast Iron	At intersection of Prospect and Wilmington Drive	See drawing for details
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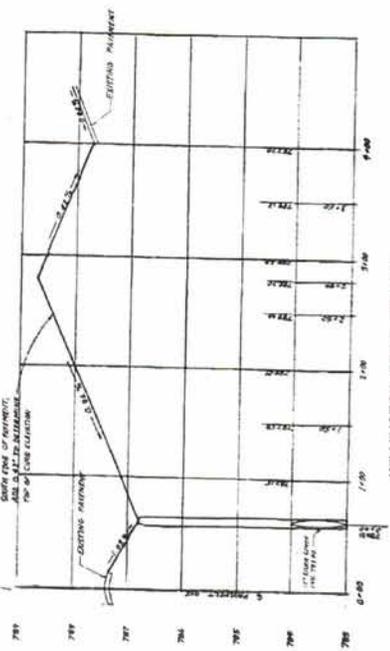
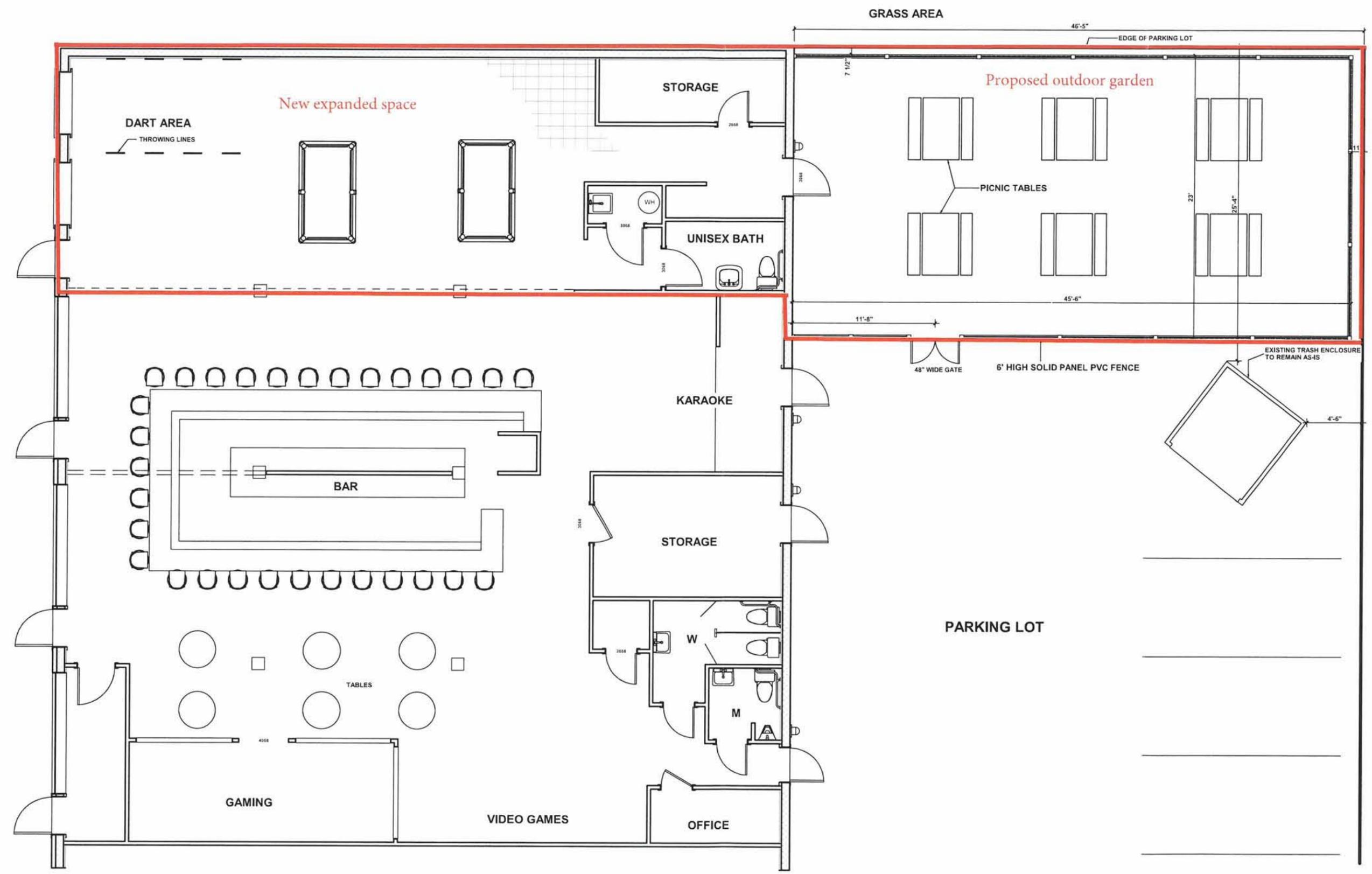


EXHIBIT B

DEVON - PROSPECT PLAZA
FOR DONALD GELLER, BARTLETT, BLANK

LINDLEY & SONS, INC.
11111 W. 111th St., Overland Park, MO 66213
Phone: (913) 641-1111
Fax: (913) 641-1112



OVERALL PLAN

GRASS AREA

46'-5"

EDGE OF PARKING LOT

7 1/2"

2668

3068

PICNIC TABLES

11"

23'

25'-4"

EX BATH

45'-6"

11'-8"

EXISTING TRASH ENCLOSURE
TO REMAIN AS-IS

48" WIDE GATE

6' HIGH SOLID PANEL PVC FENCE

KE

4'-6"

PROPOSED OUTDOOR GARDEN

2/22/2017

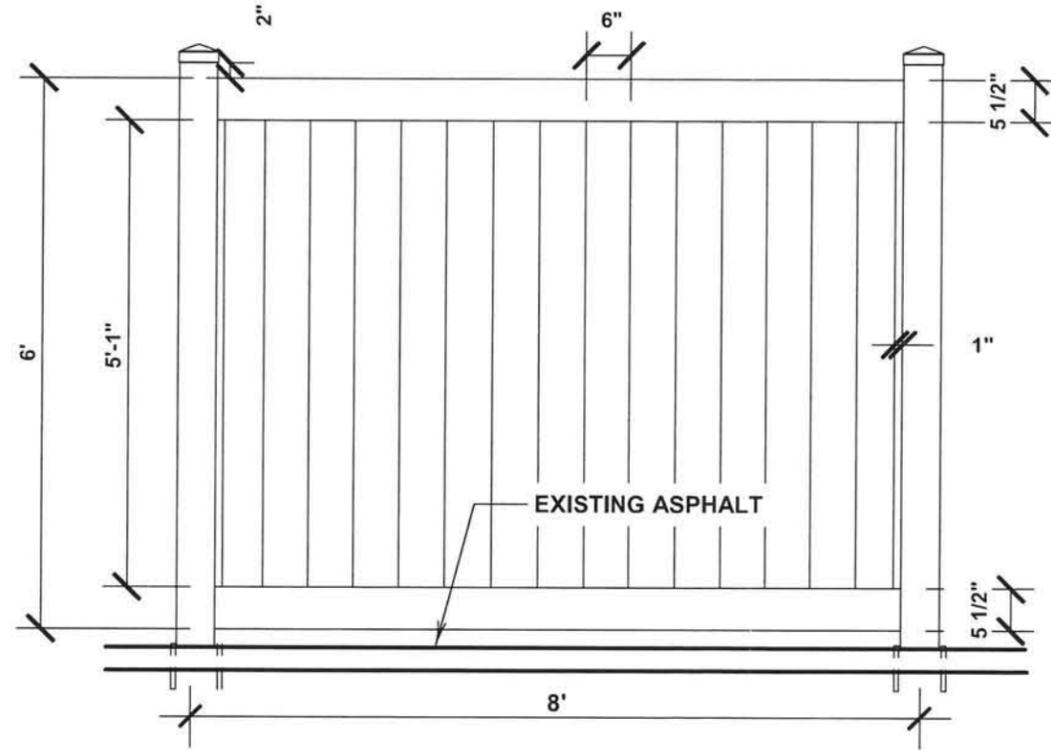
LINDSTROM
ASSOCIATES, LLC
716 DUNMORE LANE, BARTLETT, IL 60103
(630) 244-0232 LINDSTROMILLOG@AFCO.COM

PROPOSED OUTDOOR GARDEN
FOR BRACHTS PLACE
363 S PROSPECT
BARTLETT, IL

EXHIBIT C
2 OF 3

SHEET

2



TYPICAL FENCE PANEL

Case # 17-03 Bracht's Place - Site Plan Amendment and Special Use Permits

- a) To serve liquor into the newly acquired/leased 1,200 square foot unit;
- b) A game room/recreation and amusement establishment to extend into the newly acquired/leased 1,200 square foot unit; and
- c) Allow outdoor seating including serving food and liquor

PUBLIC HEARING

J. Lemberg proceeded to swear in the Petitioner: L. Humbracht.

The following Exhibits were presented:

- Exhibit A - Picture of Sign**
- Exhibit B - Notification of Publication**
- Exhibit C - Mail Affidavit**

A. Zubko stated the Devon Prospect Plaza was built around 1987. Bracht's Place was granted Special Use Permits in 1990 to allow an indoor sit-down restaurant serving liquor and a game room limited to no more than two machines.

In 1993 Bracht's Place amended their Special Use to allow a game room limited to no more than five (5) machines.

In 1993 they were granted Special Use Permits to allow for the operation of a Recreation and Amusement Establishment and to expand their existing site one tenant space to the north.

Currently the Petitioner is requesting a **Site Plan Amendment** to allow outdoor seating.

The Petitioner has acquired/leased the northern 1,200 square foot unit. Bracht's Place will be expanding from 2,700 square feet to 3,900 square feet and will expand to the northern end of the building.

The Petitioner is requesting to allow their **Special Use Permits** to also be permitted within the last unit (serving liquor, game room & recreation and amusement establishment) and to have outdoor seating including serving of liquor outside.

The Petitioner has been at this location since 1990. They currently lease three units and would now lease a fourth unit.

They would like to put in an outdoor beer garden in the rear of the building directly east of the newly acquired tenant, eliminating the last 3 parking stalls. There will be seating outdoors but there will be no music or speakers in the beer garden.

A 3' high fence around the outdoor seating area is required to serve liquor. The petitioner is proposing to install a 6' solid PVC fence around the outdoor area. There will be a gate on the south side that will be locked so patrons cannot enter or exit through the beer garden but it will be accessible for the fire department.

Bracht's Place is currently open seven days a week from 11:00 a.m. to 2:00 a.m. Sunday thru Thursday and 11:00 a.m. to 4:00 a.m. Friday and Saturday and has a Class A extended liquor license. The hours for the Class A extended liquor license are Sun.-Thurs. 8:00 a.m. to 2:00 a.m. and Fri.-Sat. 8:00 a.m. to 4:00 a.m. There are two (2) establishments with this type of license: Bracht's Place and the Bartlett Volunteer Fire Association.

The fence on the east property line is in need of repair and is currently a code violation. The property owner has been notified that the fence must be repaired prior to the Special Uses being granted on this property.

Staff recommends approval with the Findings of Fact with the condition of having the fence fixed before the final approval.

J. Lemberg asked the petitioner if there was anything to add to the opening comments.

L. Humbracht stated no, everything was covered.

J. Lemberg asked the Commissioners if they had any questions.

A. Hopkins questioned if the 48 inch wide gate on fence around the beer garden will be locked.

A. Zubko stated that is correct.

A. Hopkins asked if there would be some kind of emergency exit.

A. Zubko stated yes, it will be equipped with something like a push alarm, and a lock box if the fire department needs to get in.

A. Hopkins stated there isn't going to be music now, but what happens if down the road they would like to have music outside will they need to come back to the Plan Commission or the Village Board?

A. Zubko stated yes because it would be considered Special use. If you feel more comfortable Staff can put it as a condition that they cannot have outdoor music.

L. Humbracht stated he doesn't want music outside. Period. It's noisy enough inside we don't want it outside too. The outdoor area is just for smoking and to have a beer. In the fall we'll get a permit so we can have a grill and maybe have a bean bag game. Customers go outside to smoke now, this would mean just going out a different door.

J. Lemberg opened the meeting to the public.

J. Plonczynski announced the first resident to speak, **Stephen John Dastrup**.

S. Dastrup stated he resides at 615 Mallard Court, which is right behind Bracht's and does like the establishment and doesn't mind the idea, however; his main concern is the outside. Bracht's is open until 2AM on week days and 4AM on weekends. That late at night, there just isn't a good crowd, very loud, this would just give them another excuse to come outside and a fence will not keep the noise down. The smokers alone you can hear them all night long. During the summer I have to close my windows and doors. Bracht's is surrounded on three side by families. If they close it at a reasonable time **S. Dastrup** stated he wouldn't have a problem. Open till 4AM will cause people to call the Police to tell them to quite down. Also, the element of people that will be coming into the Village are ones that shouldn't be out on that road that late. If the outside could be shut down at a reasonable time **S. Dastrup** would not see a problem.

J. Plonczynski announced the second resident to speak, **Sandra Gilbert**.

S. Gilbert (Inaudible at first) stated she is also worried about the noise being that she lives across the street and she can still hear the fighting and swearing with the windows shut during the winter. If anyone comes at 4AM they're half in the bag already. She realizes that there will be a fence, but she is concerned that things will be thrown over the fence with kids walking in that area.

J. Plonczynski announced the third resident to speak **Larissa Doucette**.

L. Doucette stated she lives at 310 Broadmoor Lane and also owns a property at 623 Mallard Court that she now rents out but lived there previously for 14 years. She stated she is very familiar with the noise and the smoker's going outside. Her tenants have also heard people at 2AM. **L. Doucette** stated Bracht's is a great place but is very concerned about the noise and being able to keep tenants.

J. Plonczynski stated that was the last of the residents that wanted to speak.

J. Lemberg asked if there was anyone else. Would the petitioner like to respond to any of the comments that the public had.

L. Humbracht stated when Bracht's opened there was a corn field across the street so there was no concern about the noise back then. There was an incident a few years ago with noise after hours, when people didn't want to go home. We now put a person out there to keep the noise down, since smoking is not allowed indoors the customers must go outside. **L. Humbracht** stated he is not opposed to shutting down the beer garden at a particular time. This was just an idea, since other bars have this. He is not looking into causing any more problems with the neighbors. 75% of our own customers take care of most of the problems. The police are not called very often. **L. Humbracht** also stated the decision is up to Staff and was mainly interested with in getting the inside approved, since he has been paying rent and utilities on empty space he is not using at the moment.

J. Lemberg asked if anyone else had any other questions or comments from the audience. The Public Hearing was closed.

J. Lemberg asked if anyone else had any other questions or comments from the commission.

D. Negele inquired about the six picnic tables. How many patrons are anticipated to be using the outdoor area?

L. Humbracht stated originally the space would have to be covered, however; that required fire suppression, so the plans were changed not to cover the space. The six tables is just an artist rendition of the area. He stated they are not anticipating more people just more room, to sit outside to have a beer and smoke. At the moment they cannot go outside with a beer.

D. Negele stated her concern was with the voice level with more people at later hours of the night. She questioned if there will be a limit of people out in that area, not only sitting at the tables but just standing there as well.

L. Humbracht stated he was unsure since he has never done something like this before.

D. Negele stated she has seen when there have been events such as a Bears game, people will just stand and that alone will change the noise level tremendously and that is her main concern.

L. Humbracht stated there isn't a Bears game on at 4AM. Most of the celebrating is done inside, there will not be TV's or speakers outside.

D. Negele asked **L. Humbracht** if he had a number in mind as far as the amount of people that many be outside. **L. Humbracht** stated he did not.

M. Hopkins asked if vote could be in three parts since there are three parts to this request.

T. Ridenour stated it was a great idea to consider earlier hours for the beer garden, we would just need to decide what would be a reasonable time for the outdoor area. **T. Ridenour** suggested perhaps 10:00 PM on week nights and 12:00 midnight on weekends.

A. Hopkins questioned if there was a plan for servers in the beer garden, serving food and beer.

L. Humbracht stated there are no waitresses, everything is all bar service, no table service. There are doormen to keep an eye on things and control the area.

A. Hopkins asked since this is expanding will there be another entrance. How many front door or accesses will there be?

L. Humbracht stated there will be another front entrance available but not to get in only to get out and the same for the back. People will not be able to walk in from the outside but there will be a panic bar to get out.

T. Ridenour stated maybe an amendment to the request to limit the hours of the beer garden.

J. Lemberg stated to limit the hours, restrict the hours. That can put in a motion if that's what you want.

T. Ridenour questioned as to what was the proper way to add restrictions on the hours for the outdoor area.

A. Zubko stated just add as a condition to the original request.

J. Lemberg stated there will be two votes, one for the **Site Plan** and the other for the **Special Use**.

A. Zubko stated the condition for no outside music will need to be added too.

J. Lemberg asked if there were any further questions or comments. Since there were no comments or questions there will be two votes, first for the Site Plan amendment petition for Conditions and Findings of Fact the Site Plan Amendment for Bracht's Place.

A. Zubko stated the Site Plan Amendment is to add the outdoor seating and eliminate three parking spaces. That's what is changing on the overall Site Plan. There are three separate special uses. Site Plan and Special uses can be separate or do four all separately, Site Plan Amendment and then the three Special Use.

J. Lemberg stated the change in the times will go on the Special Use Permit.

J. Allen asked if there will be a problem with people stepping out the back door and smoking all night as they currently do.

A. Hopkins stated that is when the Police should be called.

J. Allen stated then the smokers would go out front and get noise complaints from the residents across the street.

L. Humbracht stated this will happen because there isn't anywhere else for them to smoke. He wants them to smoke in the back because the neighbors are furtherer away than in the front. The only difference is they will not be able to bring their drinks outside in the front if they go out to smoke. It's a pretty popular spot particularly in the summer, but they will go out to smoke when it's below zero. There isn't any way to control where they go to smoke but they cannot drink out in front.

A. Zubko stated she believes that even if there is a time limit there will still be smokers going outside. The smokers will still go out but without drinks and stop them from just hanging out to finish their drinks.

J. Allen stated it would be hard to determine what kind of sound suppression they would get from a six foot high fence.

L. Humbracht stated he didn't see where the fence would contain too much noise, it will just contain the people.

J. Allen stated without a roof there isn't a way to keep the sound down.

L. Humbracht stated that is the reason there will not be speakers or televisions outside.

J. Lemberg asked if there was a motion to approve the petitioner's request for the Site Plan Amendment and subject to the following Conditions and Findings of Fact.

Motioned by: J. Kallas
Seconded by: J. Miaso

Roll call

Ayes: T. Ridenour, J. Miaso, D. Negele, A. Hopkins J. Allen and J. Lemberg, J. Kallas

Nays: M. Hopkins

Abstain: None

J. Lemberg stated the next motion was for the Special Use Permits. Combine A, B & C and get the time change done?

T. Ridenour stated all together.

A. Hopkins stated the time and no music outside.

J. Plonczynski stated A& B are pertaining to the indoor expansion should be a motion itself. C is outdoor seating including serving food and liquor you may want to condition the timing in there but condition it as such that there is no liquor or food service after a certain time. People will still be allowed to go out and smoke, unless you want to put conditions to close everything outdoor after a certain time. It should be limited to liquor and food service.

J. Lemberg stated we will combine A & B. Is there a motion for a special use permit subject to the following Conditions and Findings of Fact, for A, to serve liquor at the newly acquired leased 1200 foot unit and B, game room amusement establishment to extend into the newly acquired/leased 1,200 square foot unit.

Motioned by: A Hopkins
Seconded by: T. Ridenour

M. Hopkins stated if a new establishment coming into town we would not give them a liquor license till 4AM, Bracht's is grandfathered in as is the Firebarn, and wondered why we would expanding into a bad thing. A new business would need to adhere to the kind of hours other businesses have to live with. **M. Hopkins** stated he is voting no because of the extended hours.

J. Lemberg asked if anyone else had any other comments.

Roll call

Ayes: T. Ridenour, J. Miaso, D. Negele, A. Hopkins J. Allen and J. Lemberg, J. Kallas

Nays: M. Hopkins

Abstain: None

J. Lemberg stated the next motion was to approve the Petitioners request subject to the following Conditions and Findings of Fact for a **Special Use Permit** allowing outdoor seating, including serving food and liquor.

T. Ridenour stated the first thing was closing the outdoor area.

J. Plonczynski stated the motion should be made first and then open it up for discussion.

T. Ridenour motioned to limit the outdoor seating and serving of liquor and food until 10PM on weekdays and 12 midnight on Saturday and Sundays.

R. Grill stated right now weekends are Friday and Saturday and Sunday through Thursday are weekdays.

T. Ridenour stated no outdoor music or entertainment, ever.

J. Lemberg stated that was a motion is there a second?

Motioned by: T. Ridenour

Seconded by: J. Kallas

Roll call

Ayes: T. Ridenour, J. Miaso, D. Negele, A. Hopkins J. Allen and J. Lemberg, J. Kallas

Nays: M. Hopkins

Abstain: None

J. Plonczynski stated all three requests have been approved and these recommendations will moved on to the Village Board Committee at their next meeting on May 2, 2017.

To the Bartlett Village President, Trustees and Village officials,

Hi. My name is Larry Humbracht. My wife and I own and operate Bracht's place, a neighborhood watering hole located in the Devon Prospect Shopping Center. We built the bar approximately twenty-seven years ago and I believe it to be the oldest bar in Bartlett at the present time. We currently lease the three spaces toward the north end of the building and am now leasing the fourth and last space in the building. This space will be incorporated into Bracht's Place with the other Three. We would like to put a Beer Garden in the rear of the building on the parking lot taking the last three parking spaces. It's the end of the asphalt with no drive through so we have the blessing of the landlord. It will have a metal cover which will only cover about one third of the space for smokers and people who just might want to sit outside and the remaining space will be out in the open. There will be a six foot PVC fence around it and the only access to it being from the inside the building. We need a Special Use zoning for this to happen so we need your blessing for this to become a reality. There will be no music out there and an additional door man hired to keep an eye out on our busy nights. Drinks will be able to be taken out into the garden but not able to be passed outside the fenced area. The area is already well lit. Can't think of anything else. Please contact me with any questions.

Thank you.

Larry Humbracht
Brachts's Place
363 So. Prospect Ave.
Bartlett, IL 60103
630-363-3681



VILLAGE OF BARTLETT SPECIAL USE PERMIT APPLICATION

For Office Use Only
Case # 17-03
RECEIVED
COMMUNITY DEVELOPMENT
(Village Stamp)
JAN 18 2017
VILLAGE OF
BARTLETT

PROJECT NAME BRACATS PLACE BEER GARDEN

PETITIONER INFORMATION (PRIMARY CONTACT)

Name: LARRY HUMBRACHT

Street Address: 2420 DUSTY DRIVE

City, State: SYCAMORE, IL.

Zip Code: 60178

Email Address: BRACATS@COMCAST.NET

Phone Number: 630-363-3681

Preferred Method to be contacted (Please Circle): Phone/Email

PROPERTY OWNER INFORMATION

Name: DINAKI PROPERTIES LLC

Street Address: Box 2164

City, State: ORLAND PARK IL.

Zip Code: 60462

Phone Number: 708-910-8544

OWNER'S SIGNATURE: Dean Dicklip Date: _____

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

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

OUTDOOR BEER GARDEN. FENCED IN. NO MUSIC

FINDINGS OF FACT FOR SPECIAL USES

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

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

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

IT WILL BE A PLACE WHERE PATRONS OF BRACHTS PLACE WILL BE ABLE TO GO OUTSIDE WITH THEIR BEVERAGES AND HAVE A SMOKE OR JUST ENJOY THE OUTSIDE. IT WILL BE COVERED BY A STEEL SHELTER AND AN AREA NOT COVERED DEPENDING ON THE WEATHER. IT WILL BE FENCED IN, NO ACCESS TO OUTSIDE EXCEPT THROUGH BUILDING

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

NO MUSIC WILL BE PROVIDED. AREA TO BE FENCED IN USING A 6 FT. HIGH PVC FENCE. AREA IS LIGHTED FOR NIGHT USE. NOTHING WILL BE ABLE TO BE PASSED THROUGH FENCE.

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

YEP

ACKNOWLEDGEMENT

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

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

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

SIGNATURE OF PETITIONER: 

PRINT NAME: LARRY HUMBRICHT

DATE: 12/09/2016

REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

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

NAME OF PERSON TO BE BILLED: BRACHTS PLACE

ADDRESS: 363 SO. PROSPECT AVE

BARTLETT, IL 60103

PHONE NUMBER: 630-837-3550

EMAIL: BRACHTS@COMCAST.NET

SIGNATURE: 

DATE: 12/09/2016

PROPERTY INFORMATION

Common Address/General Location of Property: 361-355 501 PROSPECT
~~365~~ 30. PROSPECT BARTLETT

Property Index Number ("Tax PIN"/"Parcel ID"): 06-35-400-024-0000

Acreage: _____

Zoning: B4
(Refer to Official Zoning Map)

Land Use: RETAIL

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

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

Attorney MIKE KELLY
118 WEST BARTLETT AVE
BARTLETT, IL 60103

Engineer NONE

Other LARRY HUMBRACHET
630-363-3681

ZONING/LOCATION MAP

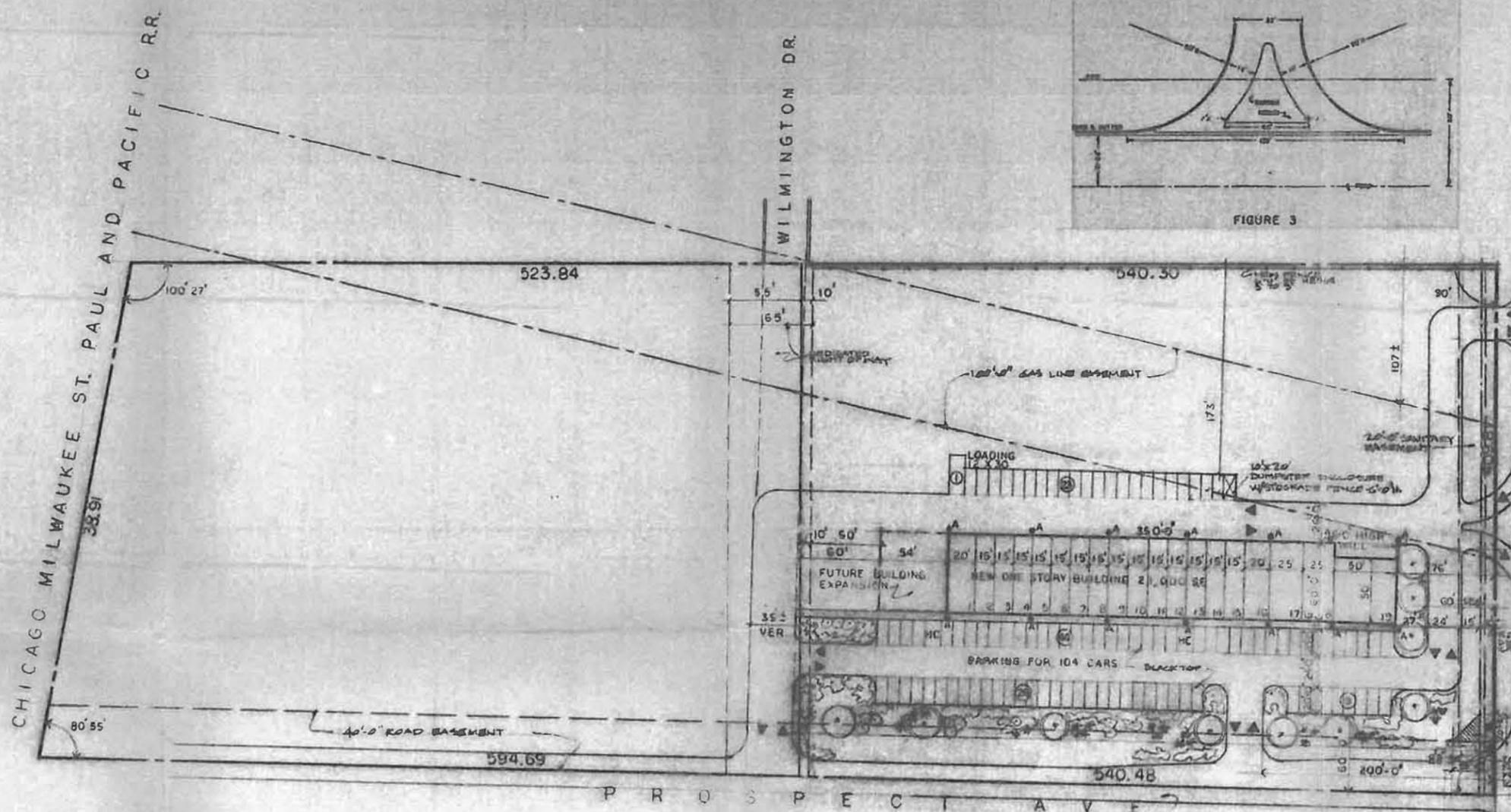
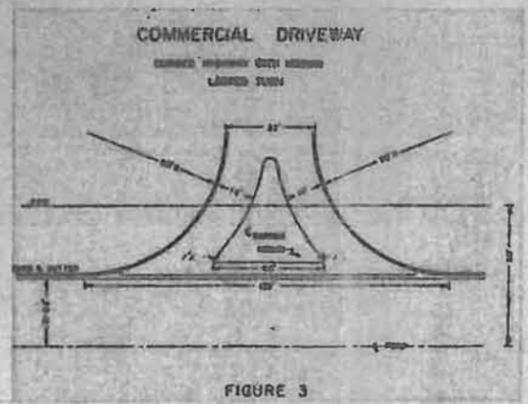
Bracht's Place

Case #17-03 - Special Uses and
Site Plan Amendment



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, GIS User Community

1987-5



VILLAGE OF BARTLETT, ILL. ZONING REQUIREMENTS AND PROPOSED SOLUTIONS

REQ.	PROPOSED
1. FRONT YARD - 30'-0"	1. FRONT - 30'-0", PROSPECT SIDE
2. REAR YARD - 10'-0"	2. REAR - 10'-0", PROSPECT SIDE
3. SIDE YARD - 10'-0"	3. SIDE - PROSPECT - 17'3"
4. PARKING 200 SPACES	4. 200 SPACES
5. BUILDING HEIGHT MAX - 40'-0"	5. BUILDING HEIGHT MAX - 40'-0"
6. BUILDING HEIGHT MIN - 10'-0"	6. BUILDING HEIGHT MIN - 10'-0"
7. F.A.R. - 2.0	7. F.A.R. - 2.0

LIGHTING SCHEDULE
 A. EXTERIOR LIGHT SHALL BE MOUNTED
 MIN 14' BLDG 10'-0" MIN. HGT. ETC.

SITE PLAN
 SCALE 1" = 50'-0"

NOTE: COMPLETION DATE - 1 YEAR FROM TIME OF COMMENCEMENT

DEVON PROSPECT PLAZA - **BARTLETT ILL.**
 N. E. CORNER OF PROSPECT AND DEVON
 FOR: M. R. DONALD GELLER
 MOSES ASSOCIATES, A.I.A. ARCHITECTS
 225 W. OHIO ST. CHICAGO, ILLINOIS
 JOB NO. 87-27

F 11-15-87
 R 12-4-87
 P 2-19-88

Approved 1988 Site Plan



Village of Bartlett

Finance Department Memo

DATE: April 27, 2017

TO: Paula Schumacher, Acting Village Administrator

FROM: Chris Hostetler, Information Technology Coordinator

SUBJECT: Phone System Purchase

We are requesting approval for the purchase of a new ShoreTel Connect Onsite phone system from Black Box to replace the phone systems at our four sites, Village Hall, Police, Public Works, and Bartlett Hills. Our existing phone system is 18 years old with no support available from the manufacturer. The only replacement parts available for the phone system itself are used parts. Sometimes when parts fail we go through two or three used parts trying to find one that works. Our existing phone system vendor will no longer offer a maintenance agreement on our voicemail system stating that a complete replacement would be the only fix if it fails. We have to purchase our phones off of eBay and even those have become difficult to find. If we were to suffer a significant equipment failure, it could be more than 6 weeks before we would be able to have a new phone system up and running.

For the reasons stated, the Village's 2017-18 budget includes \$280,000 for the purchase, implementation and support of a new phone system. The Village issued a request for proposal (RFP) on March 15, 2017 requesting proposals for the installation of a new ShoreTel Connect Onsite Phone System. The RFP was posted on the web site and sent to Platinum and Gold ShoreTel Partners in the area. Only Platinum and Gold ShoreTel Partners were considered because that designation means that the staff of those companies have attained certain levels of technical certification and experience with the ShoreTel system.

The Village received proposals from four companies. The table below shows the total cost for each of the proposals.

VENDOR	COST OF PROPOSAL
ATI	\$187,455
BLACK BOX	\$177,564
CALL ONE	\$203,981
CONVERGED TECHNOLOGY	\$222,600

The costs below do not include networking equipment. We stipulated in the RFP that the Village reserved the right to purchase networking equipment from another vendor because other joint purchasing contracts are available to the Village. After receiving the

proposals we requested quotes from seven companies the Village regularly purchases IT equipment from. The quotes received were significantly lower than all except for those proposed by ATI whose pricing was the same as our lowest quote. We will be requesting the Village Board's approval for that purchase separately.

Black Box was the lowest proposal received. Black Box is a publicly owned company with revenues close to \$1 billion per year. They have implemented a number of ShoreTel phone systems in the area including the Village of Schaumburg and I received good reviews from their references.

Based on the price and reputation, I am recommending the Board approve the purchase of a ShoreTel Connect Onsite phone system from Black Box in the amount of \$177,564.

MOTION:

I move to approve Resolution 2017-____, approving the purchase between Black Box Network Services and the Village of Bartlett for the purchase, installation, and support of a new phone system for \$177,564.

RESOLUTION 2017 - _____

**A RESOLUTION APPROVING THE TELEPHONE SYSTEM PURCHASE
BETWEEN BLACK BOX NETWORK SERVICES AND THE VILLAGE OF BARTLETT**

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

SECTION ONE: The (1) Black Box Network Service Shoretel-Telstrat and RSI Services Statement of Work attached hereto as Exhibit A-1, (2) the Master Order Agreement (as modified) attached hereto as Exhibit A-2, and (3) the ADDENDUM to the Master Order Agreement attached hereto as Exhibit A-3, which Exhibits A -1, A-2 and A-3 shall constitute and are collectively referred to herein as the "Contract", in the amount of \$177,563.76 between Midwest Communication Technologies, Inc. d/b/a Black Box Network Services and the Village of Bartlett is hereby approved.

SECTION TWO: The Village President is hereby authorized and directed to sign the Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

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

Lorna Giles, Village Clerk

Master Order Agreement



1. **AGREEMENT.** This Master Order Agreement is between Village of Bartlett ("Customer") and Midwest Communications Technologies, Inc, d/b/a Black Box Network Services ("Black Box"), and sets forth the legal rights and obligations governing Customer's orders for the purchase, installation, maintenance and warranty of telecommunications, network infrastructure, cabling, Internetworking, distributed antennae systems, and/or converged equipment ("Equipment") and/or licensed software (collectively, the "System"), or other related services, including managed and professional services, (collectively, "Services") at a single location or multiple locations as described in the applicable Order Form. This Agreement consists of these terms and conditions, signed order form(s) the "Orders", a Statement of Work ("SOW"), and if applicable software license ("Software") (collectively, the "Agreement") and all such documents shall be incorporated into this Agreement by reference and become part of this Agreement during the Term (as defined below). Black Box may perform the Services with personnel of Black Box or any of its parent companies, subsidiary companies or companies under direct and indirect common control therewith (each, a "Black Box Entity" and collectively, "Black Box Entities") or with subcontractors to Black Box and/or Black Box Entities ("Subcontractors"). Black Box shall be solely responsible for the performance of the Services and all of the other liabilities and obligations of Black Box under this Agreement, whether or not performed in whole or part by Black Box, any Black Box Entity or any Subcontractor.

2. **TERM.** The term of this Agreement shall commence on the date Black Box executes this Agreement (the "Effective Date"), and will continue for Five (5) years thereafter (the "Term"), and this Agreement shall apply to any Order placed during the Term, even if performance extends beyond the Term. If neither Customer nor Black Box provides the other written notice of cancellation at least thirty (30) days prior to the end of the Term, the Term will automatically renew for additional periods of one (1) year.

3. **PRICE AND PAYMENT TERMS.** (A) **Price.** The System price and/or Services fee, excluding applicable taxes, fees and shipping and the payment terms are set forth on the applicable SOW and/or Order. (B) **Sales and Use Taxes.** Customer is responsible for all applicable taxes, including, but not limited to, value-added, sales and excise tax (as applicable), shipping, handling and other charges applicable to the Equipment, Software and/or Services provided under this Agreement. Customer agrees either to pay to Black Box the amount of all applicable taxes or to provide evidence of exemption no later than the date of any Order. (C) **Due Date.** All charges, unless otherwise specified in the Order or an SOW are due net thirty (30) days from the date of the invoice. Any amounts not paid when due shall bear interest at the lesser of a rate of 1.5% per month, or the maximum permitted by law.

4. **ORDERING PROCEDURES.** (A) **Orders.** Customer shall sign an Order and/or SOW for Equipment, Systems and/or Services ordered during the Term. Black Box shall acknowledge acceptance of Customer's Order by executing said Order. Black Box may acknowledge a Customer-issued purchase order as an Order; however, the parties acknowledge that a Customer's purchase order or other similar document is for the Customer's convenience only and if acknowledged by Black Box, these terms and conditions shall apply to the Order and any terms and conditions on the Customer purchase order shall have no effect on this Agreement, the Order or the Services provided under this Agreement. (B) **Change Orders.** When changes in the System and/or Services are requested by Customer or are otherwise necessitated as set forth in this Agreement ("Change Order"), Black Box shall promptly estimate the monetary effect and so notify Customer. If the Change Order affects the cost or time of performance under an Order or SOW, Customer and Black Box will mutually agree in writing to an equitable adjustment to the amount of which shall be payable to Black Box as set forth in the Order and/or SOW. (C) **Acceptance.** Equipment will be deemed accepted by Customer five (5) business days after its delivery date for drop ship orders or installation date for installed Equipment, unless Customer notifies Black Box in writing within such period of any non-conformities. Upon such notice, Black Box will promptly correct any such non-conformities to the specifications of the SOW.

5. **RETURNS.** Black Box will only accept return of Equipment which: (i) is returned within thirty (30) days of delivery; (ii) reflects a Return Merchandise Authorization ("RMA") number issued by Black Box; (iii) is in its original packaging; and (iv) is in the same condition as delivered. Black Box may charge a restocking fee for Equipment Order's cancelled prior to installation or returns unless the Equipment is defective, or delivered in error. Notwithstanding the foregoing, custom ordered Equipment is non-returnable.

6. **RISK OF LOSS AND TITLE.** Customer assumes the risk of loss of the System from the date of delivery. Title shall pass to Customer upon full payment of the System price, including taxes, shipping, handling and other applicable charges.

7. **SOFTWARE DEPLOYMENT.** Customer acknowledges that Black Box may utilize its own software or third party software to perform certain Services, e.g., managed or professional services, as set forth in the SOW and that in some instances such software may be placed on Customer's servers during the Term. Furthermore, Customer acknowledges that Black Box is not providing a license to Customer to use

such software as it is only provided as a feature of the Services. At either the Agreement or an applicable Order's expiration or termination, all such software shall be deleted and/or removed from Customer's server.

8. **SOFTWARE LICENSE.** (A) **Direct License.** If applicable, Customer agrees to be bound by the Software publisher's or Equipment manufacturer's Software and/or end user license agreement. (B) **Grant of License.** Absent such direct license, Black Box grants Customer a non-exclusive license to use the Software in the System for its useful life, provided Customer: (i) does not disclose information about the Software to a third party without Black Box's prior consent; (ii) uses the System solely for Customer's internal business purposes; (iii) does not copy any part of the Software without Black Box's consent (except for a single copy for backup purposes only); (iv) does not attempt to develop any source code from the Software; (v) does not attempt to reverse engineer, decompile, disassemble, alter, add to, delete from, or otherwise modify the Software, except to the extent that such modification capability is an intended feature of the Software; and (vi) returns, erases or destroys any Software on any media being recycled or discarded and so certifies to Black Box. Customer may transfer the right to use the Software only to an end user who acquires the right to use the System and agrees to be bound by the terms of this license.

9. **HAZARDOUS SUBSTANCES.** Customer represents and warrants that the work site shall be in compliance with all applicable federal, state and local laws, rules and regulations, including hazardous waste and environmental laws and/or regulations and shall not contain, present, or expose Black Box employees or agents to asbestos or other hazardous materials or substances. Black Box may immediately suspend performance until Customer has corrected such condition(s) and/or terminate this Agreement with respect to such work site without liability.

10. **WARRANTY.** Unless otherwise set forth in an SOW or Order, the following terms shall apply: (A) **Black Box Warranty.** Black Box warrants that all Equipment shall be free from defects in material or workmanship under proper and normal use and will conform to the specifications for a period of ninety (90) days from delivery, provided that if a System is installed in phases, the ninety (90) day period shall commence at the acceptance of the applicable phase, and that all Services shall be performed in a good and workmanlike manner and be free from material defects for a period of thirty (30) days from the date of performance of the Services. (B) **Additional Manufacturer Warranty.** In addition to the Black Box warranty in Section 10(A), all manufacturer's end user warranties or conditions for Equipment provided hereunder are passed through to Customer. Black Box will provide reasonable assistance to Customer in presenting any such Equipment claims to the manufacturer. The Customer's sole and exclusive remedy for any breach of a manufacturer's warranty or conditions shall be limited to the remedies set forth in the manufacturer's end user warranties or conditions. Black Box is required to provide Customer with the following manufacturer warranty information located at <https://www.blackbox.com/en-us/about-us/terms-conditions-of-sale>. Customer acknowledges that installation, repair, or modification of a System by non-manufacturer certified technicians may void the manufacturer's warranty or condition and may result in a denial of Software support services. (C) **Remedies.** Black Box's sole liability and obligation, and Customer's sole and exclusive remedy, for failure by Black Box to meet any of the warranties or conditions set forth in this Section shall be, at Black Box's option, to: (x) re-perform the defective Services, (y) repair or replace the defective Equipment; or (z) in the event that (x) and (y) are not commercially practicable, refund the fees previously paid by Customer to Black Box for the defective Services or Equipment. (D) **Limitations.** The warranties and conditions set forth in this Section apply solely to Customer and to no other third parties. Such warranties and conditions are not applicable to any deficient Services or Equipment where such deficiency is caused by: (i) any actions of third parties, where such actions were not expressly approved by Black Box in writing; (ii) the failure by Customer or any third party to follow Black Box's installation, operation or maintenance instructions; (iii) any failure of third party products that were not provided or serviced by Black Box; (iv) any abuse, misuse or negligent acts of Customer or any third parties; (v) force majeure events or any other environmental causes not attributable to Black Box; or (vi) deterioration of materials which, by their nature, have a limited shelf life (including, without limitation, batteries). (E) **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, BLACK BOX MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY OR CONDITION OF NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED. BLACK BOX MAKES NO WARRANTY FOR USE OF THE SYSTEM AS A COMPONENT IN LIFE SUPPORT DEVICES OR SYSTEMS OR ANY WARRANTY OR CONDITION OF SECURITY OR THAT THE SERVICES OR NETWORK TRANSPORT WILL BE UNINTERRUPTED OR ERROR FREE. BLACK BOX SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO BLACK BOX'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, LOSS OR

Master Order Agreement



DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES (SUCH AS TOLL FRAUD), COMPUTER VIRUSES OR ANY OTHER METHOD.

11. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, COST OF COVER OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS OR OPPORTUNITIES) INCLUDING ANY DAMAGES OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM, INCLUDING, WITHOUT LIMITATION, TOLL FRAUD OR COMPUTER VIRUSES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PRECEDING LIMITATION SHALL NOT APPLY TO EITHER PARTY'S BREACH OF SECTION 14 (CONFIDENTIALITY) OR CUSTOMER'S BREACH OF SECTION 8 (SOFTWARE LICENSE).

12. INDEMNIFICATION. (A) **General.** Each party shall defend, indemnify and hold harmless the other party, and its respective directors, officers, trustees, members, employees and agents from and against any third party claim, suit, action or proceeding alleging bodily injury (including death) or damage to tangible property to the extent such injury or damage is caused by the gross negligence or willful misconduct of the indemnifying party, its employees, subcontractors or suppliers in connection with the performance of Services or the unauthorized disclosure or use of any Confidential Information, as defined below, provided that such claim is promptly reported to the indemnifying party in writing. (B) **IP Indemnification.** Black Box shall indemnify Customer from and against any liabilities and damages arising out of or relating to any claim by a third party that the System or Services infringe upon any United States and/or Canadian patent or copyright. Customer shall promptly notify Black Box in writing; give Black Box the sole right to defend and settle any suit, and, at Black Box's request, cooperate and assist in the defense as requested by Black Box. This indemnity shall not extend to any suit or proceeding which is based upon: (i) a claim covering any combination of equipment and/or software in which the System is solely an element and such element by itself does not form a basis for the claim; (ii) a claim arising from any item furnished by Customer, including, but not limited to, systems or any portions thereof installed by a third party other than Black Box or Black Box's representatives; (iii) a claim arising from use of components manufactured, developed or programmed to Customer's production specifications at Customer's request; or (iv) a claim arising from use of the components in a manner or for a purpose not contemplated by this Agreement. Should the System or its components become subject to a claim of infringement of a United States and/or Canadian patent or copyright, Black Box may, at its option and expense: (x) procure for Customer the right to continue the uninterrupted use of the affected Equipment and/or Software; (y) replace or modify the same so that it becomes non-infringing; or (z) refund to Customer the depreciated value of the affected components on a straight line five (5) year basis from the date of acceptance, in which case Customer shall return the affected components to Black Box. Black Box's total cumulative liability under this Section shall be limited to the System price of the affected component or System or the Service fee giving rise to the claim together with all litigation costs, including Court awarded damages and settlement payments. This Section sets forth the Customer's **SOLE AND EXCLUSIVE REMEDY** for any patent or copyright infringement claims.

13. TERMINATION. (A) The non-breaching party may terminate this Agreement and/or any outstanding SOW or Order and/or pursue its remedies in law or equity, including injunctive relief (if permitted by applicable law), except as otherwise limited by this Agreement, in the event that: (i) immediately if Customer breaches Section 8(B); or (ii) a party commits a material breach of this Agreement (other than a breach for Section 8(B)) and fails to cure that breach within thirty (30) days following receipt of written notice describing the breach. In addition to any other rights or remedies set forth herein, in the event Black Box terminates this Agreement or any SOW or Order placed hereunder pursuant to this Section, Customer shall promptly pay Black Box for the System and any Services provided, including all costs incurred, up to the date of termination, including any third party early termination charges. (B) The aggrieved party may suspend performance of its obligations under this Agreement or any Order placed hereunder during the cure period for any breach described above or if required by regulation, statute, judicial action or other applicable legal requirement.

14. CONFIDENTIALITY. During the Term of this Agreement, Black Box and Customer may be exposed to the other's proprietary information (the "Confidential Information"). Each party agrees to hold in strictest confidence and not to disclose to any person or use in any way for that party's own or another's benefit any of the other party's Confidential Information. The parties agree that any violation of these provisions regarding confidentiality will result in irreparable injury to the other party and agree that each shall have the right to seek a restraining order, injunction or any

other remedies available at law or in equity. The parties agree to waive any bond requirement for enforcement of this provision.

15. FORCE MAJEURE. Except for Customer's payment obligations hereunder, a party's non-performance or delay shall be excused to the extent the failure or delay in performance is the result of events beyond such party's reasonable control including, without limitation, governmental actions, civil unrest, terrorism, power surges or failure, fire, water, acts of God including without limitation, rain, floods, earthquakes or lightning.

16. NOTICES. Notices shall be in writing and will be deemed given when delivered in person, or when sent via facsimile with confirmation or overnight courier with confirmed delivery. The respective addresses of the parties for notice are: (i) to Customer: at the address indicated on the Order; or, (ii) to Black Box Network Services (with a copy to the General Counsel): Attn: Corporate Billing. Customer shall notify Black Box of any changes to its address.

17. GENERAL PROVISIONS. (A) **Assignment.** Customer shall not assign this Agreement without Black Box's prior written consent, which shall not be unreasonably withheld. (B) **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. (C) **Waiver.** A party's waiver of any default will not operate as a waiver of any contemporaneous or subsequent default. (D) **Severability.** If any Court finds any provision of this Agreement to be void, unlawful or unenforceable under any applicable statute or other controlling law, such provision shall be deemed severed and the remainder of this Agreement shall continue in full force and effect. (E) **Governing Law.** (i) For United States based work, this Agreement shall be governed by the laws of the State of Delaware without regard to its choice of laws principles; or (ii) for Canadian based work, this Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein without regard to its choice of laws principles (F) **Publicity.** Neither party shall issue a news release or other form of publicity concerning the existence of the Agreement or the services without obtaining the prior written approval of the other party and Customer agrees to work in good faith with Black Box regarding any potential news release, public announcement, advertisement, or other form of publicity concerning the existence of the Agreement or the Services. (G) **Non-Solicitation and Non-Hire.** Neither party, including its subsidiaries and affiliates, shall directly or indirectly solicit, hire or contract with any of the other party's employee(s) performing work under this Agreement during the Term of this Agreement or any Order and for one (1) year after termination or expiration of this Agreement or any Order. (H) **Agreement Precedence.** In the event of any conflict between these terms and conditions and other documents attached hereto, the order of precedence shall be: (i) these terms and conditions; (ii) the SOW; (iii) any Order; and (iii) any other attachments and/or exhibits. (I) **Independent Contractor.** Black Box and Customer are independent contractors with respect to all rights and obligations under this Agreement. (J) **Execution.** This Agreement may be executed contemporaneously in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one instrument and the parties may rely on a facsimile signature or pdf. copy to bind the other party. (K) **Language.** The parties hereto confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices and schedules, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis et schedules, qui s'y rattachent, soient rédigés en langue anglaise. (L) **Entire Agreement and Modification.** This Agreement** supersedes all prior or contemporaneous proposals, communications and negotiations, both oral and written, relating to the subject matter of this Agreement and constitutes the entire agreement between Black Box and Customer with respect to the subject matter herein. No subsequent agreement among the parties concerning the services shall be effective or binding unless made in writing and executed by authorized representatives of both parties. Neither electronic mail, text nor instant messaging shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the terms of the Agreement. **and the ADDENDUM

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Village of Bartlett [CUSTOMER]

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

Midwest Communications Technologies, Inc,
d/b/a BLACK BOX NETWORK SERVICES

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

Black Box Confidential

ADDENDUM to Master Order Agreement between the Village of Bartlett ("Customer") and Midwest Communications Technologies, Inc. d/b/a Black Box Network Services ("Black Box").

1. In the event of a conflict between the terms and conditions of the Master Order Agreement and the terms and conditions of this ADDENDUM, the terms and conditions of this ADDENDUM shall control.

2. In paragraph 14 of the Master Order Agreement entitled "CONFIDENTIALITY", at the end of the second sentence, after . . ."party's Confidential Information" add "except to the extent that disclosure of such information is required by law."

3. In paragraph 17(E)(i) of the Master Order Agreement entitled "**Governing Law**" delete "laws of the State of Delaware" and replace with "laws of the State of Illinois".

4. In paragraph 17(L) entitled "Entire Agreement and Modification", in the first sentence thereof after "This Agreement" add "as modified by this ADDENDUM" supersedes . . .

5. Insurance Requirements of Black Box. Black Box shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under the Contract and/or the products and materials supplied to the Customer. The cost of such insurance shall be borne by Black Box. Coverage shall be at least as broad as:

- i. Commercial General Liability ("CGL") coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage bodily injury and personal & advertising injury with limits not less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/locations (ISO CG 02 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. Automobile Liability: Insurance Service office form Number CA 0001 covering Code 1 (any auto) with limits no less than \$1,000,000.
- iii. Worker's Compensation Insurance as required by the State of Illinois with statutory limits and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury and disease.

If Black Box maintains broader coverage and/or higher limits than the minimums shown above, the Customer requires and shall be entitled to the broader coverage and/or higher limits maintained by Black Box. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Customer.

Self-Insurance Retentions. Self-insurance retentions be declared to and approved by the Customer. At the option of the Customer, either: Black Box shall obtain coverage to reduce or eliminate such self-insured retentions as respects the Customer, its officers, officials, employees, and volunteers; or Black Box shall provide a financial guarantee satisfactory to the Customer guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide that the self-insurance retention may be satisfied by either the named insured or the Customer.

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

Additional Insured Status. The Customer, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Black Box, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Black Box's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CB 20 10, CG 20 26, CB 20 33, or CB 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage. For any claims related to the contract, Black Box's insurance coverage shall be primary insurance coverage at least as broad as ISO CB 20 01 04 13 as respects the Customer, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Customer, its officers, officials, employees, or volunteers shall be excess of Black Box's insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Customer.

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

Verification of Coverage. Black Box shall furnish the Customer with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Customer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Black Box's obligation to provide them. The Customer reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation. Black Box hereby grants to the Customer a waiver of any right to subrogation which any insurer of Black Box may acquire against the Customer by virtue of the payment of any loss under such insurance. Black Box agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Customer has received a waiver of subrogation endorsement form the insurer.

6. Performance Bond, Labor and Material Payment Bond. Prior to commencement of the Project Work, Black Box shall furnish the Customer with a Performance Bond and Payment Bond each in the amount of 110% of the Contract Sum using AIA-312 Forms (2010) or in form otherwise acceptable to the Customer, co-signed by a surety licensed by the Illinois Department of Insurance to issue and sign sureties, which surety shall have a financial strength rating (FSR) of not less than "A-" by A.M. Best Company Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, and naming the Customer as primary obligee (the "Performance and Payment Bond") to guaranty the performance of the Contractor's obligations under the Contract, completion of the Contract, and the payment of all labor and materials furnished for the Project Work, Warranty Work and/or Repair Work including but not limited to the payment of the below defined Prevailing Wages. The cost of said Performance and Payment Bond is included in the Contract Sum.

7. Illinois Prevailing Wage Act

- i. All laborers, workers and mechanics employed by Black Box performing any of the Project Work and/or Warranty Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq.) (the "Act") (hereinafter, "Prevailing Wages") for Cook County, the county in which the Project Work will be performed. Black Box and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.
- ii. Any increase in costs to Black Box due to changes in the Prevailing Wages or labor law during the term of any contract shall be at the expense of Black Box and not at the expense of the Customer. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. Black Box shall be solely responsible to maintain accurate records as required under the Act, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workers, and/or mechanics engaged in the work and for insuring strict compliance with the requirements of the Act, including but not limited to providing certified payrolls to the Customer in strict accordance with the Act using forms and affidavits furnished by IDOL (the "Certified Payrolls"). A copy of the January 2015 prevailing wage rates for Cook County, Illinois (which as of March 13, 2017,

appear to be the most current prevailing rates) are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL) from time to time. Black Box is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for Cook County, Illinois 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>.

DATED: _____, 2017

VILLAGE OF BARTLETT

By: _____
Kevin Wallace, Customer President

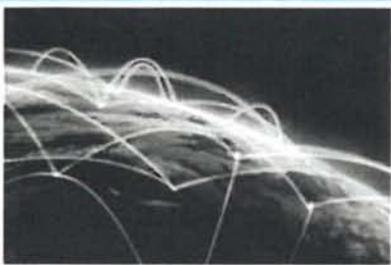
DATED: _____, 2017

Midwest Communications Technologies,
Inc. d/b/a BLACK BOX NETWORK
SERVICES

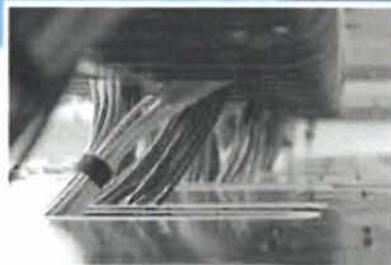
By: _____
Name: _____
Title: _____

Integrated Communications— Delivered.

Innovative solutions
& advanced technologies
for today's complex
communications challenges.



UNIFIED COMMUNICATIONS & COLLABORATION
VOIP | TELEPHONY



STRUCTURED CABLING | INFRASTRUCTURE
MAINTENANCE



DATA CENTERS | IT NETWORKING
CYBER SECURITY

April 24, 2017

Prepared for Village of Bartlett



Presented by...

Account Manager: Jim Van Wolvelear

Sales Engineer: Denise Kelly

Project Manager Donna Justus

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1. Executive Summary

Black Box is a leading technology solutions provider dedicated to helping customers build, manage, optimize, and secure their IT solutions. Black Box delivers high-value products and services through its global presence and over 3,500 team members.

To learn more, visit the Black Box Web site at www.blackbox.com

Black Box Network Services (“Black Box”) is pleased to provide the Village of Bartlett our proposed ShoreTel CONNECT onsite phone system offering. We understand the unique environments and specialized workflows inherent in government clients, and have mastered successful designs and deployments to support these initiatives.

Black Box is strongly recommends the ShoreTel solution, which combines the reliability of a real-time operating system, no single-point of failure, and a solution that is a single system deployed over all Village locations.

The ShoreTel solution will provide the Village with one of the most cost-effective ways to use Ethernet networks to improve your office telephone communications. The system is designed to save time and money by simplifying and reducing network management and streamlining business operations.

Black Box has thoroughly read and understands the RFP.

SOLUTION HIGHLIGHTS

Reliability

The telephony call processing is not dependent on a server – this is in sharp contrast to other converged products. Each ShoreGear Switch manages the call setup and call teardown, including features such as transfer, conference, forward, call permissions, and call routing. The ShoreGear switches communicate on a peer-to-peer basis, *eliminating any single point of failure*. Phones associated with a failed ShoreGear switch will have the ability to automatically re-register to any “spare” switch with available port capacity. This “N+1” redundancy allows for any site to be fully redundant. Finally, every ShoreGear switch has two network ports, reducing LAN related IP Telephony problems.

Distributed Intelligence

One of the trademarks of the ShoreTel success is the decentralized call processing. Call processing is handled within the local ShoreGear switch that each phone is registered to. The ShoreWare Director Server is utilized *only* for administration and voicemail. As a result, during a WAN or Server failure, all telephony features remain available. The ShoreTel solution is truly a single system, with no dialing plans to worry about and the simplicity of implementing software upgrades to all sites at one time.

Single Management Interface

The single-view interface means the Village administrators will spend very little effort managing the ShoreTel solution. Remote sites can be managed from any internet browser location making site maintenance visits unnecessary. A single quick look displaying all site status on a single screen is a great management feature. While many other solutions utilize multiple databases, the ShoreTel solution is a single easy to use interface.

Versatile Call Center

The ShoreTel solution offers two levels of Contact Center:

- a. ShoreTel *Work Groups* – is a very affordable solution that is deployed on the main ShoreWare Director server, eliminating the need for an additional server
- b. ShoreTel *Contact Center* – adds additional/advanced capabilities that justify the additional investment

Black Box is a **ShoreTel Platinum Champion Partner**, delivering comprehensive implementation, service and support of ShoreTel Pure IP solutions. We have the largest team of ShoreTel certified team members in the U.S. and Canada.



Easy to User

The Village end users will benefit greatly from the simple desktop interface. ShoreTel telephones are very intuitive. Each phone comes with ShoreTel Connect Client, a graphical user interface software program that makes operating the phones even easier and gives Presence information (of the phone, out of office, etc.) for other Village users located at any site.

Unified Messaging

The ShoreTel solution has a unique advantage as it integrates directly with Outlook. Voicemail messages are stored on the ShoreTel ShoreWare Director server, not the Exchange Server. If the Exchange Server is unavailable voicemail operation will continue. It also integrates with Outlook Calendar.

High Quality Implementation

Black Box brings our vast experience in the deployment of multi-site ShoreTel systems. We have sound project management practices and will develop and execute a “living” Project Management Plan for the Village. Black Box will provide a single Implementation Team for the entire project. Our implementation plan is designed to maximize the use of the system while minimizing disruption to the Village day-to-day operations. The system will be custom designed by site to meet the Village’s unique requirements and timelines. Black Box will configure and test prior to going live.

Exceptional Customer Services

The Village will experience the best customer service from any partner. We have a proven track record of outstanding service and financial stability. ShoreTel is rated #1 in customer satisfaction over other leading IP Telephony manufacturers.

Simplified Support

The system comes with five (5) years of ShoreTel Partner Support, which includes the replacement of any defective ShoreTel component, minor and major software updates and unlimited remote support for trouble resolution. As a reliable, software-based system, ShoreTel customers are typically able to resolve issues with this level of support. Black Box engineers will provide the remote support for all of the Village’s locations. In the unlikely event that an on-site technical response is needed, Black Box will dispatch one of our certified service technicians.

Financial Stability

The Village can take comfort in that Black Box is one of the world’s major telecommunications providers with 40+ years of experience in the industry. We support over 4 million voice and data communication ports and generate approximately \$1 billion in sales annually. We have enjoyed profitability and positive cash flow year after year since our inception in 1976. This fiscal strength allows Black Box to continually invest in telecommunications technology platforms, programs, training, and development, which ultimately translates into superior product and service delivery.



2. Scope, Approach, and Methodology

Black Box has thoroughly read and understands the RFP requirements. Black Box will provide professional services that include custom system design, Engineering, Project Management, Installation, training, testing, overtime cutover, and day two support. Our solution has been identified with the following requirements identified by site:

Village Hall

Village Hall houses four departments, Administration, Building, Community Development, and Finance. Finance is divided into five functional areas, Finance, Main Office, Utility Billing, Human Resources and Information Technology. This location will also host the ST100DA, redundant ST100DA, Mobility Router, Service Appliance and the Headquarter server running as a 2012 R2 Hyper-V virtual server. It will also have one of the Comcast provided SIP Trunks (22 call paths). The SIP trunk will be used by Village Hall and the Police Department.

- Administration:
 - 13 phones: 2-485G; 9-480G, 1-420, 1-655
 - Licenses: 1 Advanced, 4 Standard, 5 Essential, 3 Courtesy
 - 1 Fax Machine (included in the above Courtesy license)
- Building:
 - 11 Phones: 1-485G, 8-480G, 2-420
 - Licenses: 3 Advanced, 1 Standard, 5 Essential, 2 Courtesy
 - 1 Fax Machine (included in the above Courtesy license)
- Community Development:
 - 14 Phones: 1-485G, 10-480G, 3-420
 - Licenses: 1 Advanced, 1 Standard, 8 Essential, 5 Courtesy
 - 1 Fax Machine (included in the above Courtesy license)
- Finance: (4 functional areas: Finance, Main Office, HR, IT)
 - 24 Phones: 1-485G, 20-480G, 3-420
 - Licenses: 7 Advanced, 2 Standard, 9 Essential, 9 Courtesy
 - 3 Fax Machine (included in the above Courtesy license)

Police Department

The Police Department is located on the same campus as Village Hall. It has a single MDF where all networking equipment is located. It will house the ST-100A phone switch. The Police MDF and the MDF in Village Hall are connected via fiber.

- 90 Phones: 1-485G, 54-480G, 32-420, 3-655 – 1-655 MIC
- Licenses: 11 Advanced, 3 Standard, 58 Essential, 17 Telephony, 30 Courtesy
- 3 FAX Machines (included in the above Courtesy licenses)

Special requirements:

- Black Box has included the ShoreTel Paging Adapter to integrate with the Police Department's overhead paging system.
- Black Box has provided the ShoreTel Call Recording application for recording up to 10 calls simultaneously.
- Black Box has included Essential Licenses providing 24 squad cars with softphone capabilities and extension licenses.
- The proposed ST100DA provides up to 6 analog station ports to meet the requirement for fax machines, alarm system and elevator.

Public Works

The Public Works Department has four separate buildings on one campus connected via multi-mode fiber. Public Works will also be home to the Distributed Voice Services on a Windows Server 2012 R2 Hyper-V virtual machine hosted on a Windows Server 2012 server. Public Works will also have 18 SIP trunks.

- Public Works Administration
 - 10 Phones: 1-485G, 8-480G, 1-655
 - Licenses: 2 Advanced, 1 Standard, 6 Essential, 1 Courtesy
 - 1 Fax Machine (included in the above Courtesy license)
- Public Works Garage
 - 3 Phones: 2-480G, 1-420
 - Licenses: 2 Essentials, 1 Courtesy
- Public Works Garage Annex
 - 7 Phones: 6-480G, 1-655
 - Licenses: 2 Standard, 4 Essential, 1 Courtesy
- Wastewater Treatment Plant
 - 4 Phones: 3-480G, 1-420
 - Licenses: 1 Standard, 2 Essentials, 1 Courtesy

Golf Course

The Golf Course has two functional areas: Golf Pro Shop and Food and Beverage. Public Network access will be via the SIP Trunks that will be terminated at the Public Works location. It will house a ShoreTel ST50A to provide phones and will utilize the SIP trunks and Distributed Call Server at Public Works.

- 12 Phones: 9-420G, 3-420G
- Licenses: 7 Advanced, 7 Courtesy
- 1 FAX Machine (included in the above Courtesy licenses)

Village of Bartlett will provide the Hyper-V virtual instance for both the ShoreTel Connect Director to be located at the Village Hall and the Distributed Voice Services (DVS) to be located at Public Works.

Village of Bartlett will rack and stack all HP Switches and complete basic configuration and VLANs. Black Box will remote into the switches and complete the configuration to meet with ShoreTel's best practices for VLANs and QoS.

Nuisance Call Handler Application by ShoreTel

The ShoreTel Nuisance Call Handler application can monitor all of the stations, hunt groups, workgroups, route points and auto attendant/voice mail extensions on the system or some subset of them for inbound calls. When an external call presents, the caller ID is retrieved and if it is empty then, depending on configuration, it will be left to ring or it can be immediately transferred to a configured extension. If the call has caller ID then this is compared to a configured list of "nuisance" callers and if the ID is on the list then, depending on configuration, the call is either disconnected or transferred to a configured extension.

The service can be configured to compare only the digits in the caller ID with the blocked numbers or can compare the full text exactly if more control is needed. Whenever the service transfers a call due to no caller ID or a nuisance caller ID it will mark the call so that if the call presents to an extension that is being monitored it will no longer be blocked. This is to prevent calls looping and also to allow the calls to be sent to a person who could decide to allow the call to continue and transfer the call.

Black Box will load the Nuisance Call Handler software onto the ShoreTel HQ server and configure the base application. Black Box will provide an overview to the Village for programming the Nuisance Call Handler for numbers. It is the Village's responsibility to complete the programming of the Nuisance call numbers.

Resource Software International, LTD. (RSI)

Village of Bartlett has requesting a reporting system that can provide ad-hoc reporting on calls received, calls placed, and trunk utilization. Black Box has included the RSI Shadow CMS 250 software.

Shadow CMS will be installed on a customer provided computer and will be configured to retrieve call data from the ShoreTel call server via an ODBC network connection to the ShoreTel call server's MySQL calls database. This solution once deployed will provide reporting on inbound/outbound call metrics, work force productivity/misuse on the phone system, work group and agent activity, peak hour and trunk usage reporting.

Features and Benefits:

- Eliminate unchecked misuse and abuse of telecom resources through regular exception reporting.
- Analyze telecom resources and ensure adequate infrastructure to support inbound and outbound call activity.
- Ensure customer service standards are met and/or exceeded through regular reporting.
- Generate recurring reports and send to specific departments/users via email on an automated basis.
- Built-in job scheduler automates reporting and other recurring tasks.
- Multi-site/multi-platform capable application is easily adapted to support the future growth of your company.
- Shadow CMS includes 5 concurrent licenses that will allow users to generate reports using a web-browser from anywhere within the customer's network environment.

Shadow Real Time Dashboard (RTD) will retrieve agent and work group metrics from the ShoreTel phone system via the corporate network. Shadow RTD includes 10 concurrent licenses that will allow users to log in for a customized real-time view of workgroup activity using a web-browser from anywhere within the customers LAN environment



RSI Real Time Dashboard

Telstrat – Call Recording

Village of Bartlett has requested a call recording system to record phone and radio calls. Black Box has included the Telstrat Engage Call Recording application to our proposal.

Engage Record software provides rock-solid call recording easily tailored to support service excellence, policy adherence, and regulatory compliance. Recordings enable staff to resolve disputes quickly, support legal defense, and mine fresh business intelligence.

Village of Bartlett can record 100% of calls, on schedules, by business and compliance rules, and on-demand. Supervisors may monitor live calls and record any call from its start. If a caller is transferred, the recorded call segments are merged to support service quality.

Engage Call Recording allows for the review call and screen recordings to discover new ways to improve customer satisfaction and agent work activity. Users easily retrieve stored recordings and pinpoint specific calls with intuitive

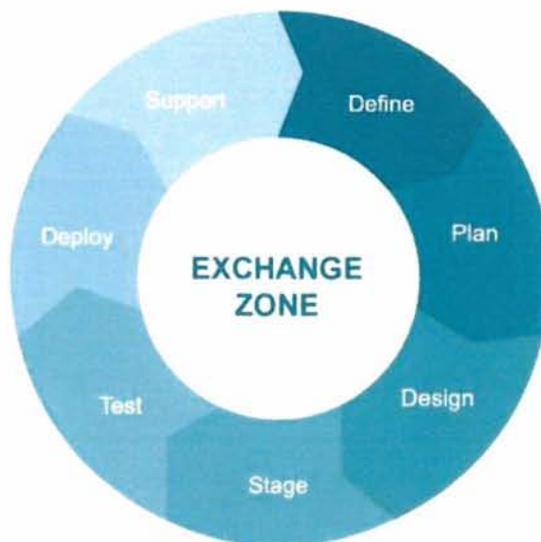
searching. Use call metadata associated with customer information, such as customer IDs, policy numbers, case IDs to make finding desired recordings easy.



Engage Call Recording protects call and optional screen records while recording and when stored with AES 256-bit encryption and with SSL encryption during transmission across networks. Strongest access security features protect Village of Bartlett’s Engage software solutions from unauthorized access.

Village of Bartlett’s administrators assign customizable user roles via streamlined log on. User accounts are assigned one or more customizable roles that define the software user’s system feature and resource access. Single sign-on and Active Directory integration enables network-authenticated users to log on to Engage WFO without providing additional log-on credentials.

Through the implementation of business solutions for hundreds of clients, Black Box has developed and refined a methodology to ensure that our clients benefit from our engineers’ years of experience as well as the technology we implement. The Black Box *Exchange Zone* defines the steps that we take to work with our clients to ensure a successful implementation. This methodology, exclusive to Black Box, identifies the touch points of interaction between teams at Black Box, our client, and other stakeholders in the project to assure proper communication throughout the entire project lifecycle.



The Exchange Zone will be used throughout each of the project activities to drive quality and timely implementation. The next several sections will address each of the activities that will be completed as part of the project.

3. Project Management Approach

Black Box Network Services will meet with representatives of Village of Bartlett to determine the exact parameters for the ShoreTel, Telstrat and RSI Project before starting any work. This discussion will establish the parameters that will serve as a roadmap for critical design, deployment and diagnostic considerations moving forward in the project.

- New ShoreTel, Telstrat and RSI Project is created
- Identify Project Team
- Identify Bill-of-Materials (BoM) hardware lead times
- Complete Internal Project Kick-Off Meeting
 - Review Bill-of-Materials (BoM) and Scope-of-Work (SoW)
- Complete Customer Project Kick-Off Meeting
 - Review project scope and expectations on the deliverables of this project
 - Establish Regular Update Meeting Time (weekly)
 - Identify Milestones and project timeline
 - Identify business critical system features, applications and functionality
 - Identify and evaluate risks
 - Identify Network Documentation, Login Permissions and PC/Server requirements to be provided by Village of Bartlett
- Review and Revise the Project Plan presented in the RFP response for agreement
- Schedule Project Team Resources
- Order BoM based on ship dates from Project Manager

Design

Black Box will create a detailed Design and Implementation Plan to be used for the duration of the project by conducting discovery Interviews with key project participants to identify features and capabilities. The following items list an overview of the user and system parameters throughout this process.

Database Collection of Legacy PBX Systems

- Review existing Dial-Plan: PSTN/Inter-Site SIP Trunks, DID Ranges, Extensions List, Class-of-Service, Partitions, Auto Attendant Menus, Music-on-Hold, Paging
- Review existing System Settings: Active Directory integration, Regions, Device Pools, Time Zones, Locations
- Review existing End-User/Device Settings: Configured End-Users/Devices, Line Assignments, Voice Mailboxes, End-Users/Devices Class-of-Service, Enabled Features
- Identify and document critical system features, applications and functionality for testing
- Review migration operational and scheduling requirements
- Identify optimal PSTN/Inter-Site (PRI/T1) circuit migration and cut-over scheduling strategy

Design Site Migration Strategy-only as required

The following is an overview of the site migration strategy design parameters/considerations:

- Complete the conversion to new UC system with minimal impact to end-users and client business operations
- Migrate primary telephony features with a “Like-for-Like” experience to the end-user
- SIP Trunk PSTN, inter-site and intra-site call flow capacity and feature support
- Telephony features such as Busy Lamp Fields, Shared Line Appearances and Basic Hunt Groups are not available when the legacy PBX and new UC systems are deployed in parallel (QSIG or TIE)
- The duration of time that a site is operating with the legacy PBX and new UC platform in parallel should be minimized when possible

Database and Call Flow Design

- Unified Communications Platform
 - Dial-Plan: SIP Trunk PSTN Circuits, DID ranges, Extensions List, Class of Service, Partitions, PSTN Routing, Auto Attendant Menus
 - User Settings: Features, User/Phone Templates, Soft key Templates, Line Assignments, Voicemail, User Class of Service
 - Design configuration changes for the legacy PBX Database and Call Flow Design based upon the site migration strategy
 - Review Testing Matrix
 - Review data network architecture design with Client IT resources
 - IP Subnets, Voice VLANs, QoS Policies, DHCP Scope, PoE, etc.
 - Black Box will be configuring the appropriate VLANs and QoS to meet the best ShoreTel practices

Stage

Black Box Network Services will follow the detailed Project Plan to complete this project step. The following is an overview of the staging plan that will begin upon completion of the Design phase:

- Ship hardware items as identified in the BoM, Project Plan and Design
 - Identify items that are shipped directly to Village of Bartlett for inventory, assembly, configuration, and testing by Black Box Network Services as identified in the Project Plan

Test

Black Box Network Services will review, follow and complete the Testing Matrix developed during the Plan and Design Project Steps.

The following items list a series of features that are to be included within the Testing Matrix:

- LAN Connectivity
- WAN Connectivity
- PSTN Connectivity
- Test phone operations
 - Internal dialing (extension to extension)
 - External dialing (local, long distance, international if required)
 - Standard features (forward, hold, park, music on hold, conferencing, transfer, etc...)
- Test voicemail operations
 - Send/receive messages
 - Message waiting indicator
 - Outbound messages
 - External access
 - Test Backup operations
- Mobility Router
- SA 100 for Audio and Web Conferencing.

Deploy

Black Box Network Services and Village of Bartlett will initiate the Project Plan as agreed upon to move the new UC devices into the Production Environment and follow the established Testing Matrix to ensure the new equipment is operating as designed and expected.



The following items list a series of tasks that will be included within the Deployment Project Step. Additional feature details and testing information will be included within the ShoreTel and RSI Project Plan.

Black Box Network Services will:

- Backup the system configuration
- SIP Trunk PSTN Circuit Turn-up can be accomplished during normal business hours. Generally a carrier will provide a set of test numbers which allows for Black Box to test the SIP trunk connectivity to the ShoreTel and also routing of calls. The night of cut over, the carrier will then port the numbers from the existing T1 spans to the SIP trunks. Black Box will test numbers at this time.
- Perform testing steps listed in Testing Matrix
- Validate successful SIP Trunk/DID provisioning

Village of Bartlett will provide:

- Remote Internet connectivity for Black Box Network Services engineers
- Stage and deploy all IP phones identified in the Project Plan and Design
- Ethernet network wiring for the new IP telephones to the new HP switches supplied by others
- The necessary changes to the Data Network Environment

Support

- Black Box Network Services' plans to perform the cutover of all sites at the same time. Prior to cutover, we will have performed tests of the system and the SIP trunking. The time of cutover will be the porting of phone numbers to the Comcast SIP Trunks.
- Two onsite technicians will be available for first day post cutover support to answer questions or troubleshooting issues. One at Village Hall and one to rove between Police, Public Works and Golf Course. One technician will be available onsite the 2nd day to answer questions or troubleshooting issues.
- One Project Manager will manage a help desk to take in any questions or issues for the first day of post cut support
- One Trainer will work with the workgroups, Operators, and other employees to answer questions on feature use for the first day of post cut coverage
- Two days after cutover, support will be provided by Black Box's Customer Solution Center.

Project Plan

Village of Bartlett – Projected Project Plan

- **Contract Awarded (May 5)**
- **Provide project team led by a single project manager (May 10)**
 - Initial Kickoff meetings (internal and customer)
 - Schedule weekly meetings for the duration of the project
 - Discuss cutover dates, prepare, maintain and update the Project Timeline
 - Prepare Implementation, Cutover and Testing plans for LAN, WAN, and ShoreTel phone system
- **Schedule resources (May 10)**
 - Schedule technicians, system designers, trainers, and other Black Box resources.
- **Order equipment (May 12)**

- Order ShoreTel and miscellaneous materials
- **Network Infrastructure Design, Validation Meeting (May 15)**
 - VoIP VLAN IP Scheme for each location
 - Review the ShoreTel VoIP requirements
- **ShoreTel Design Meeting and Validation Meetings (May 15 – June 5)**
 - Perform telephony station reviews for all sites. Discuss the needs of Department heads and key personnel related to programming of the phone system
 - Discuss Auto Attendant greeting call flow
 - Discuss Workgroups
 - Develop User Group Parameters for all users.
 - Provide customer with design workbook
- **Install new HP Switches (Week May30 – June 1)**
 - Rack HP switches **Customer Responsibility**
 - Configure basic VLANs and routing **Customer Responsibility**
 - Configure HP switches once online
- **Configure QoS for ShoreTel VoIP VLAN (May 31)**
 - Create/validate ShoreTel VoIP VLAN
 - Create/validate QoS policy
 - Verify with the District, the DHCP and DNS settings
 - Verify access to network services
- **Database Sign-off and Freeze (June 5)**
 - Once sign-off is received any major changes to the database design will not be accepted.
- **ShoreTel system hardware installation (June 5 – June 7)**
 - Rack ShoreTel hardware and bring online
 - Test SIP trunks and analog lines.
 - Assemble and place phones **Customer Responsibility**
 - Assist customer with installation of (2-4) Connect Desktop software on PC's. **Customer is responsible for installing remaining Connect Desktop software on remaining PC's**
- **ShoreTel Nuisance Call Handler**
 - Install software and test, approximately 2 hours
- **RSI Call Accounting**
 - Install software remotely, approximately 4 hours
- **Telstrat Call Recording**
 - Install software remotely, approximately 4 hours
- **ShoreTel system programming (June 7 – June 15)**

Configure system per information from Database Meetings

 1. Overall system parameters
 2. Sites
 3. All Users and User Groups
 4. Trunk Groups
 5. Auto Attendant(s)
 6. Workgroups
- **Training (June 15, 16, 19 & 20)**
 - Set up training room with working phones. Customer will need to provide a PoE switch for the training room phones, a projector for PowerPoint presentation and a PC with Connect Desktop.
 - Standard user training (3 days – 4 classes per day) including use of the Telephone, Voicemail, Connect desktop, SA100 Conference bridge.. The class is about 1.5 hours with approximately 15 people per class.
 - Operator & Workgroup Agent/Supervisor training (1/2 day – 2 classes for each group). This class is about 30 minutes
 - Administration Training for Moves/changes. Up to for 4 hours & 4 Administrators.

- **ShoreTel system cutover (June 20, approximately 5pm) (Date contingent on Comcast)**
 - 3 Technicians onsite to;
 - Cross Connect and Test Analog stations
 - Test any new DIDs.
 - Test SIP circuit(s) for outbound dialing including Local, Long Distance, 800, International, 411 and 911.
 - Assist customer in recording Auto Attendant greetings
 - Assist customer with setting up nightly backup
 - Connect and verify overhead paging and MOH (if applicable)
- **Post cutover support (June 21 & 22)**
 - 1 Project Manager will work the help desk recording all calls on trouble tickets and dispatching on a priority basis
 - 2 Technicians onsite first day of post cutover support and 1 technician onsite second day post cutover support.
 - 1 Trainer onsite, will work with Workgroups and the Operator(s) to ensure calls are handled properly
- **Mobility training (June 27)**
 - Remote training is approximately 4 hours for up to 4 system administrators.
- **RSI Call Accounting and Telstrat Training (June 28)**
 - Remote training up to 4 Administrators, approximately 3 hours each

4. Deliverables

Documentation

- Detail Design Document
- Network Diagram (Visio) of all devices deployed as part of this project
- Testing Matrix
- Testing Plan
- Project Workbook (including basic IP address, hostname, and connectivity information for all devices deployed as part of this project)
- Project Plan Schedule
- The Detailed design document is an integral component of a successful implementation and will include both system and user information. Once the design details have been finalized the Network Design, Project Plan and Testing Matrix/Plan will be sent to Village of Bartlett to be signed-off within 2 weeks
- By signing these documents the customer agrees as to how the system will be configured. At which time the design phase is completed and no changes or additions can be made without going through the change order process resulting in a Contract Change Request (CCR).

Change Management

- Existing Customer Change Control Approval for Scheduled Outages, as applicable.
- Properly executed Black Box Network Services Job Change Order for changes to Statement of Work or Schedules.

If a change to this SOW is required, both parties agree to use a Contract Change Order (called "CCO") as the vehicle for communicating change. The CCO must describe the change, the rationale for the change and the effect the change will have on the project including any changes in cost, if applicable. A change to this SOW is required if either party requests work to be performed that is not specifically defined in this SOW or is specifically defined as out of scope. A CCO is synonymous with a Job Change Order (JCO) or Installation Change Order (ICO), as possibly defined in the Master Agreement.



Upon identifying the need for a CCO, Black Box Network Services will submit the CCO to the client’s Project Manager. The client will review the CCO and choose to approve or reject it. If the CCO is approved, it will amend this SOW and its terms as specified in the CCO document. A written CCO must be signed by both parties to be considered approved.

5. Detailed and Itemized Pricing

The following is the detailed and itemized pricing as found in Exhibit B of the RFP.

SKU	Short Name	Description	Unit of Measure	Quantity Required	Cost per Item	Extended Cost
PHONES AND ACCESSORIES						
10495	IP Phone IP 420	IP Phone IP 420 – Requires ShoreTel 14 or later	Each	50	\$ 87.59	\$ 4,379.50
10497	ShoreTel IP Phone IP480g	IP Phone IP480g – Requires ShoreTel 14 or later	Each	131	\$ 171.00	\$ 22,401.00
10498	IP Phone IP 485g	IP Phone IP 485g – Requires ShoreTel 14 or later	Each	8	\$ 198.00	\$ 1,584.00
10429	IP Phone IP 655 with anti-glare screen	IP Phone IP 655 with anti-glare screen - (Requires ShoreTel 11.1 or later)	Each	8	\$ 347.10	\$ 2,776.80
10401	Satellite microphones for IP Phone IP655	Satellite microphones for IP Phone IP655, Qty 2	Each	5	\$ 90.37	\$ 451.85
60153	Wall Mount Kit for IP Phone IP420	Wall Mount Kit for IP Phone IP420	Each	20	\$ 6.95	\$ 139.00
UNIFIED COMMUNICATIONS						
60125	SA-100 appliance required to host Conferencing and Instant Messaging	SA-100 appliance required to host Conferencing and Instant Messaging. Requires ShoreTel 12 or later.	Each	1	\$ 1,156.22	\$ 1,156.22
30091	10 Concurrent Audio Conferencing Ports	10 Concurrent Audio Conferencing Ports. Requires ShoreTel 12 or later.	Each	1	\$ 810.98	\$ 810.98
30093	10 Concurrent Web Conferencing Ports	10 Concurrent Web Conferencing Ports. Requires ShoreTel 12 or later.	Each	1	\$ 810.98	\$ 810.98
MOBILITY						
80120	Mobility Router 2000 Appliance	Mobility Router 2000 Appliance; supports up to 100 users when the appropriate number of client access licenses are purchased. Does not support redundant operation.	Each	1	\$ 2,314.76	\$ 2,314.76
LICENSES						
30044	Additional Site license	Additional Site License	Each	3	\$ 229.39	\$ 688.17
21020	Distributed Voice Services license	Distributed Voice Services License	Each	3	\$ 461.10	\$ 1,383.30
30043	SIP Trunk Software license	SIP Trunk Software License (requires ShoreTel 6. If you have a Conf Bridge you must upgrade it to Release 5.6)	Each	104	\$ 23.17	\$ 2,409.68

30145	Connect ONSITE Courtesy license	Connect ONSITE Courtesy license. Includes Extension Only with no Connect client capability.	Each	68	\$	45.88	\$	3,119.84
30146	Connect ONSITE Telephony license	Connect ONSITE Telephony license. Includes Ext+Mbx with no Connect client capability.	Each	17	\$	73.68	\$	1,252.56
30147	Connect ONSITE Essentials license bundle	Connect ONSITE Essentials license bundle. Includes Ext+Mbx, Connect desktop client with IM, collaboration, softphone and video. Also includes Web and App dialer licenses.	Each	101	\$	92.22	\$	9,314.22
30148	Connect ONSITE Standard license bundle	Connect ONSITE Standard license bundle. Includes Ext+Mbx, Connect desktop and mobility clients with IM, collaboration, softphone and video licenses. Also includes Web and App Dialer, Remote Phone and CRM client integration.	Each	18	\$	138.56	\$	2,494.08
30149	Connect ONSITE Advanced license bundle	Connect ONSITE Advanced license bundle. Includes Ext+Mbx, Connect desktop and mobility clients with IM, collaboration, softphone and video. Also includes Web and App Dialer, Remote Phone, CRM client integration and Operator.	Each	35	\$	231.24	\$	8,093.40
18026	Nuisance	Nuisance Call Handler Application	Each	1	\$	1,158.54	\$	1,158.54
CONNECT ONSITE HARDWARE								
10523	Voice Switch ST50A (Requires ShoreTel Connect)	Voice Switch ST50A, 1U half-width. Max Capacities: 50 IP Phones, 4 Analog Exts, 8 SIP Trunk, 4 LS Trks. Made in USA. Use Dual Switch Tray (SKU 10223) for rack mouting.	Each	1	\$	926.83	\$	926.83
10524	Voice Switch ST100A (Requires ShoreTel Connect)	Voice Switch ST100A, 1U half-width. Max Capacities: 100 IP Phones, 6 Analog Exts, 14 SIP Trunk, 8 LS Trks. Made in USA. Use Dual Switch Tray (SKU 10223) for rack mouting.	Each	1	\$	1,482.93	\$	1,482.93
10525	Voice Switch ST100DA (Requires ShoreTel Connect)	Voice Switch ST100DA, 1U half-width. Max Capacities: 100 IP Phones, 6 Analog Exts, 38 SIP Trunk, 2 LS Trks, 1 Dig. Trunk (T1 or E1). Made in USA. Use Dual Switch Tray (SKU 10223) for rack mouting.	Each	3	\$	2,826.83	\$	8,480.49
60165	ShoreTel Paging Adapter PA-1	ShoreTel Paging Adapter PA-1. With contact closure support.	Each	1	\$	45.00	\$	45.00
10223	Rack Mount Tray Kit for two SG 1U half width voice switches	Rack Mount Tray Kit for SG switch 1U half width, holds two 1U half width voice switches	Each	5	\$	65.00	\$	325.00
10526	Voice Switch ST1D, 1U half-width. Max Capacities: 30 SIP Trunk, 1 Dig. Trunk	Voice Switch ST1D, 1U half-width. Max Capacities: 30 SIP Trunk, 1 Dig. Trunk	Each	2	\$	1,390.24	\$	2,780.48

ADDITIONAL ITEMS

	Connect ONSITE Software for Enterprise and SBE 100 customers. Includes the Virtual Phone Switch, Virtual SIP Trunk Switch and Virtual Service Appliance features. (Licenses purchased separately)	Each			
29153			1	\$ -	\$ -
UW250PG-P	RSI Shadow CSM 250 with Real Time Dashboard	Each	1	\$ 2,641.18	\$ 2,641.18
	RSI Remote Installation and Training	Each	1	\$ 733.37	\$ 733.37
Misc.	Black Box Miscellaneous Material	Each	1	\$ 705.93	\$ 705.93
93182	ShoreTel 2 Month Service Contract Extension	Each	1	\$ -	\$ -
UW250MG-P	1 Year Support on RSI Shadow CSM	Each	1	\$ 781.29	\$ 781.29
Shipping	Estimated Shipping	Each	1	\$ 1,350.00	\$ 1,350.00
TELSTRAT CALL RECORDING					
ENG-REC-01	Record - Liability Recording Seat - Perpetual Licenses	Each	13	\$ 380.00	\$ 4,940.00
	Software Discount	Each	1	\$ (2,470.00)	\$ (2,470.00)
600-00278-01	PCI Express 8 Circuit Analog	Each	1	\$ 1,678.00	\$ 1,678.00
INST-IVR-34-A	Egag System Install and Training	Each	1	\$ 5,000.00	\$ 5,000.00
MAINT 203	Engage Product & Support Maintenance - First Year	Each	1	\$ 996.40	\$ 996.40
IMPLEMENTATION SERVICES					
	Custom system design			\$ 7,000.00	\$ 7,000.00
	Engineering			\$ 2,320.27	\$ 2,320.27
	Project Management			\$ 1,653.40	\$ 1,653.40
	Installation			\$ 13,038.67	\$ 13,444.67
	End User and MAC Administration Training			\$ 3,933.53	\$ 3,933.53
	Placing and Testing of Phones (Note Customer is placing & testing phones)				\$ -
	Overtime cutover			\$ 1,866.67	\$ 1,866.67
SUPPORT					
91305	Partner Support with annual billing for a 5 year term, No Phones	Partner Support with annual billing for a 5 year term, NP (phones not included). Penalty fee applies for early cancellation. Must include at minimum - Advanced Replacement for defective hardware, Access to major and minor software releases, Labor to troubleshoot and correct all ShoreTel related issues. 7/24 support for emergencies, 8x5 for non-emergencies. Provide advice/support for moves and changes and network considerations.			\$ 32,403.44
TRAINING					
97207	OT-101.01 Basic Admin 1 Training (per student)	System Administrator Training (per student)	Each		\$ 340.00
			2		
97210	OT-102.01 Basic Admin 2 Training (per student)				\$ 340.00
			2		

97187	UC Support Engineer Tier 1 Academy Training (includes UCSP & UCSI; per academy; individual subscription valid for 2 years) Included in 97187	Implementing the IP System Training (per student)	Each		\$ 10,126.00
		Maintaining and Supporting the IP System Training (per student)	Each	2	
		Mobility System Administrator Training (per student)	Each	2	
	ShoreTel is revamping this class and no pricing is available at this time.			2	
97193	Mobility Support Engineer Tier 1 Academy Training (includes MSI; per academy; individual subscription valid for 2 years)	Maintaining and Supporting the Mobility Solution Training (per student)	Each		\$ 7,000.00
				2	

6. Support and Maintenance

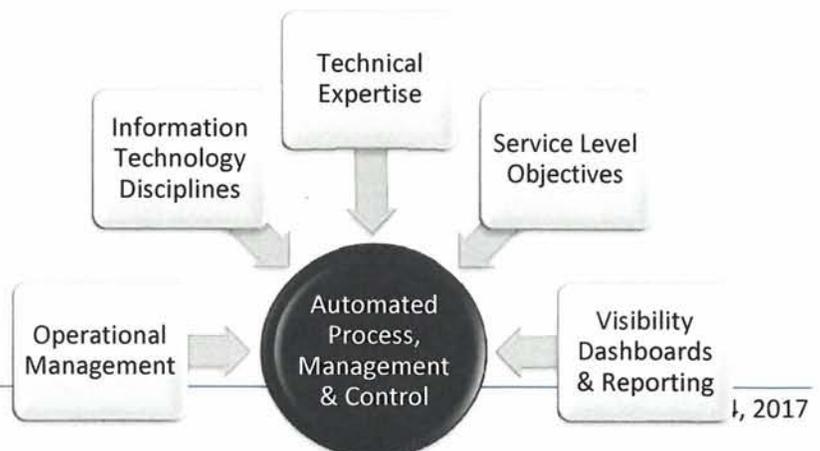
Black Box

The Black Box solution will include five (5) years of ShoreTel Partner Support, which includes replacement of defective ShoreTel components, minor and major software updates, and unlimited remote support for trouble request. As a reliable, software-based system, typical ShoreTel customers are able to resolve issues with this level of support. Black Box engineers will provide remote support for all locations. In the unlikely event that an on-site technician is needed to resolve a request, Black Box will dispatch a service technician to the affected locations.

Black Box provides a unique concentration of service delivery solutions that are orchestrated through an Information Technology Infrastructure Library (ITIL) approach delivering the consistency, efficiency and exceptional levels of services that deliver:

- Exceptional Operational Management
- Support for the Village’s Primary IT Disciplines
- Enhanced Resource Management
- Focused Service Level Objectives
- Full Visibility with Dashboards and Reporting
- The Best Global Technical Team to Support your Advanced Technologies

Our “software driven” approach combines the critical aspects of Operational Management, IT Disciplines, Technical Expertise, Service Level Objectives and Visibility (Dashboards and Reporting). This software approach provides a controlled environment that drives the pre-defined processes, workflow, event management and scheduling customized to support the specific needs of the Village. This system has been developed with years of experience and ensures your systems are up





and running; or that upon failure the systems are returned to normal as quickly as possible. Black Box service delivery provides to the Village:

- **Consistency**, regardless of the resources used
- **Standards**, by executing the defined processes built into our software
- **Responsiveness**, enforced with our software's event management controls
- **Measurability**, to audit effectiveness and allow for continuous improvement
- **Knowledge Management**, to capture lessons learned to improve operational efficiencies

Our Incident Management methodology is designed to restore service operation within the guidelines agreed to by the Village and Black Box, and to contain the adverse impact on the Village's business operations, service quality and system availability.

Black Box is well positioned to meet the requirements of the Village with exceptional management capabilities, experienced Service Desk Coordinators who serve as single points of contact ("SPOC"), and a dedicated team of technical professionals. Incident management and technical support for the Village end users will be provided from our US-based geo-redundant Customer Solution Centers (CSC)

24 hours a day, 7 days a week.

Our Service Desk Coordinators will be the central point for receiving, recording, escalating and managing all incidents, move-add-change, and inquiries received from the Village, and will work quickly to identify, triage, classify and manage the incident to resolution; minimizing downtime and impact to the Village's end users.

Service Desk

Our Service Request Coordinators will work quickly to identify, triage and classify requests and incidents to minimize downtime and impact to the Village's user community and will be the central point of receiving, recording, escalating and managing of all incidents and requests received. The coordinator will:

- Review all requests and incidents received from the Village's users
- Ensure appropriate priority classification is assigned to the request or incident, assessing the impact and urgency of the ticket
- Engage Black Box Supervisor for high or critical priority requests
- Perform problem determination based on established analysis protocols
- Follow notification and reassignment to Technical support
- Coordinate the engagement of carrier/third support
- Monitor request and incidents for compliance with service level targets, and escalate to Service Request or Incident Management Supervisor
- Provide real-time updates at pre-determined intervals directly into the ticket
- Update request or incident with resolution information provided by technical team member
- Verify resolution and satisfaction with the Village's end user and/or requestor

Technical Support

Technical Support Team will provide the remote and on-site resolution support for request and incidents assigned by the Coordinators. The Level 2 team member will:

- Perform resolution activities based on established analysis protocols
- Review history of any previous actions taken
- Analyze the cause of the incident or request based on technical knowledge
- Leverage the Service Knowledge Management System to assist with the resolution of the incident.

- Provide real-time updates to Level 1 Coordinators at pre-determined intervals
- Follow notification and escalation procedures to engage Black Box Technical Assistance Center (TAC)
- Document all resolution activities, including updates to the Asset Register if required
- Verify with the Village’s end-user and/or requestor resolution of the request or incident

Methods of Receiving Requests

Events, Incidents and Request can be made from a variety of sources including the Village calling the Black Box toll-free number, opening case via web interface, or from one of the real-time monitoring systems.

a. **Village Reported Issues**

Black Box will provide an 800 number to call and report system issues. Agents answer this line 24x7 including holidays. The agent will open a case for the reported issue and dispatched to a specific product queue that is monitored and managed by engineer resources certified on those products.

b. **Web Reported Issues**

Black Box can provide upon request web access to the Village to open cases directly into the Black Box ticketing system. This web access also allows the Village the ability to review case status or updates as well as make updates to the case.

c. **Monitoring Reported Issues (if equipped with remote monitoring capabilities)**

Black Box utilizes several monitoring applications to deliver a multi-level monitoring offering. Each one is designed to detect alarm events within the supported system(s). All of these systems are integrated into the Black Box ticketing system. This allows the Black Box NOC team to manage and track all issues for the Village in one system.

Service Level Management

Black Box’s established Service Level management utilizes event triggers and timers within our ticket management system to monitor and manage Service Level compliance. Black Box defined standard priority levels as shown in the table below.

Case Type	Definition
High Priority (Major)	Customer’s production network or application is down or severely degraded impacting significant aspects of business operations. These problems severely affect system operation, maintenance and administration but are less urgent than a system down situation because of a lesser immediate or impending effect on system performance.
Medium Priority (Minor)	Customer’s end user’s network performance is degraded. Network functionality is noticeably impaired but most business operations continue. These problems do not significantly impair the functioning system and do not affect service to end user.

Black Box Standard Priority Levels

Black Box has implemented distinct Service Level metrics which are used to measure Service level performance as defined below. The purpose of these metrics is to enhance the response restoration and resolution times when working on reported service issues.

Service Level Metric	Definition
Time to Diagnose (respond remotely)	Measures the time to do the initial diagnosis and contact Customer. This timer will continue to run until the “In Process” status in the

Time to Respond On-Site	ticket is selected or the ticket is placed in “Work Complete” status by the Remote Engineer. Measures the time for a Technician to arrive at the Customer’s location to perform resolution activities. This timer will continue to run until the ticket is placed in “Work Complete” status by the Technician
Time to Functional (restore)	Measures the amount of time it takes to successfully restore or implement a temporary work around. This timer will continue until Customer agrees the problem is resolved and the “Work Complete” status is chosen or the Case is “Closed”.

Black Box Service Level Metrics

Request Type	Time to Diagnose (Respond Remotely)	Time to Respond On-Site	Time to Functional (Restore)
High Priority (Major)	1 hours	2 hours	4 hours
Medium Priority (Minor)	8 hours	NBD	48 hours

Governance Methodology

Governance is the mechanism to ensure the partnership sustains its potential to deliver its promised value, and to provide oversight and control during the life of the agreement. Our governance methodology is designed to assess the current state and adjust the direction if necessary. This allows both parties to refine the definition of success to maintain alignment with the business strategy. Our overall objective of Governance is to:

- Achieve the project deliverables beyond the Village’s expectations
- Develop strong partner relations
- Mitigate the risk of failure

The Black Box Governance Model focuses on:

1. **Relationship Management**
 - Outlines the manner in which the agreement will be managed both on a day to day level and at a strategic level and the various operational interfaces
2. **Operational Control**
 - Sets out the manner in which the services will be managed on a day to day level from an operational perspective (including escalations)
3. **Information Management and System Reporting**
 - Support the governance process by monitoring the performance and managing the information stream especially for alerts and escalations

Black Box will be responsible schedule review sessions with the Village representatives throughout the term of the agreement to review specific points of interest and concern.

- **Monthly Service Level Review**
 - Includes at a minimum:
 - Black Box Operations Manager
 - the Village representatives
 - Review monthly service level results

- Assess the overall health and availability of the supported equipment
- Review major incident / outage reports
- Review top incident generating locations
- Conducted on-site or via remote conference

- Quarterly Executive Steering Team (EST) sessions
 - Includes at a minimum:
 - Black Box Account and Operations Management Teams, Sales Director and Field Service Operations (FSO) Director
 - the Village representatives
 - Review the overall performance of the implemented services
 - Address any tactical issues that require escalation and/or review by the Village /Black Box management teams
 - Engage in partnership oriented “continuous improvement” discussions such as productivity enhancements / cost savings initiatives
 - Conducted on-site or via remote conference

- Annual Account Review
 - Includes at a minimum:
 - Black Box Account and Operations Management Teams, Sales Director and Field Service Operations (FSO) Director and VP of Operations
 - The Village representatives
 - Review the overall performance of the implemented services
 - Discuss areas of success / improvement
 - Review the Village goals and any anticipated challenges for the upcoming year

RSI

Black Box has included one year of RSI support. Black Box can adjust this to 5 years of support upon request by Village of Bartlett. Village of Bartlett will call RSI at 718-701-0945. A ticket will be created and the Village can either be put in a queue and wait for a support technician or request to be called back.

RSI’s maintenance program entitles the Village of Bartlett to free telephone support during normal business hours (8:30 am to 5:00 pm, Monday to Friday, excluding holidays), free rates and tariff updates, free V&H (area code) updates and free software updates.

Telstrat

Engage licenses require a first year maintenance contract on all software purchases.

- 15 months First Year Warranty and Maintenance Program including 3 months to cover the time between shipment and new system installation.
- 12 months First Year Warranty and Maintenance Program for expansion licenses.
- Optional proposed 0 months Extended Warranty and Maintenance for a total coverage period of 15 months.

Highlights of this program include:

- All hardware and software are covered from the date of shipment.
- This maintenance program includes Service and Support, Repair and Return, and Software Updates for TelStrat products.
- Optional Extended Warranty and Maintenance purchased at the initial sale saves 10 percent compared to purchasing later.

Nuisance Call Handler

Black Box will provide up to two hours of admin overview. Village of Bartlett will be responsible for programming all numbers into this application.

7. Training

Black Box will provide end user training onsite as follows:

- Standard user training (3 days – 4 classes per day) including use of the Telephone, Voicemail, Connect desktop, SA100 Conference bridge.. The class is about 1.5 hours with approximately 15 people per class.
- Operator & Workgroup Agent/Supervisor training (1/2 day – 2 classes for each group). This class is about 30 minutes

Administrator training for the ShoreTel Connect Director and the ShoreTel Mobility are as follows:

- Black Box will provide a Mobility administration class that is approximately 4 hours long and can accommodate up to 4 mobility administrators.
- Black Box has included two ShoreTel University Classes for two attendees each. The course abstracts for these classes are at the end of this Training section.

In addition to administration training, Village of Bartlett has requested classes for the implementation and maintenance/support for both the ShoreTel Connect system and the ShoreTel Mobility. Black Box has provided two of each of these classes via the ShoreTel University. Course abstracts for these classes are at the end of this Training section.



RSI Shadow Training will be provided directly by RSI via web. The following is an overview of the administration training provided by RSI.

A training session typically takes 1.5 hours and is all done remotely over the phone right after the installation is completed or we can set up a separate WEBEX session to complete the training. The customer can have as many people as they wish in the training session and can schedule additional training sessions as required.

- Train senior administrator(s) and primary users on topics including:
- Overall system configuration / design
- Data collection (on demand, scheduled, frequency, etc)
- System diagnostics and troubleshooting
- Database maintenance (including review of options to backup/archive and restore)
- Report generation
- Automatic scheduling of tasks via job scheduler
- Review of pending issues/questions
- Review of RSI support policies / procedures / escalation methods

Telstrat training will be provided directly by Telstrat via web. The following is an overview of the administration training provided by Telstrat.



Training for on New Systems - Installation includes training for the end user's staff to familiarize them with the operation of the system. The customer will be responsible for providing an available training / conference room, PC connected to network, projector, and speaker phone if training is provided remotely. The following is a summary description of the training provided.

Administrator Training (Session 1) -

COURSE SUMMARY: In this session, Administrators will be trained on all aspects of the system. This includes:

- Setup and User configurations such as setting of recording criteria, creation of accounts and users, management (addition/modify/deletion) of users, agents, ports, groups, dialed numbers etc. depending on site configuration.
- Maintenance activities such as database back-ups, archiving, SOA Services running on the server and all general knowledge of getting support should troubles or questions arise.
- Recorder/PBX Communication: For VOIP systems the administrators are shown how to add, remove and modify phones to be recorded. For systems including the TelStrat Application Line Cards (TALC), the system administrators are trained in the operation, configuration, and maintenance of these cards.

User Training (Session 2)

COURSE SUMMARY: System users will receive training concerning only those activities they are given access to perform. This is tailored based on the specific customer business needs. The menu system will only show the options that a given user has available. This includes:

- Logging In
- Searching for calls
- Playback/download/email .WAV and/or URL of calls
- Live Monitor (if in use)
- Reports
- Dashboards

Appendix A. References

Reference 1

Municipality Name	Village of Schaumburg
Contact Name / Title	Peter Schaak / Dir IT
Address	101 Schaumburg Court
Telephone Number	(847) 923-3825
Implementation Date	April 2012
Client Relationship	Solid
Synopsis	

Reference 2

Municipality Name	City of Park Ridge
Contact Name / Title	Diane Nelson Former Dir IT
Address	
Telephone Number	847-878-5694
Implementation Date	April 2013
Client Relationship	Solid. There has been a complete turnover of personal.
Synopsis	

Reference 3

Municipality Name	Village of Mundelein
Contact Name / Title	Carmen Pedraza / IT Director
Address	300 Plaza Circle, Mundelein, IL 60060
Telephone Number	(847) 949-3200
Implementation Date	April 2014
Client Relationship	Solid
Synopsis	

Appendix B. Project Team Staffing

We are an organization of top technical professionals dedicated to delivering personalized support to the Village for the successful implementation of the ShoreTel CONNECT Unified Communications Project. Our top project team members have successfully supported projects of this size, and possess the knowledge and competency to support the implementation time line.



Jim Van Wolvelear - Enterprise Account Manager

Jim has over 35 years of experience in the telecommunications industry with a proven track record of consistently providing unique communications solutions for large public and private enterprises. Extensive background in: *consultative strategies...carrier services...voice and data technologies and advanced business applications*. A proven problem solver, attuned to complex environments with the ability to coordinate multiple projects.



Donna Justus - Project Manager

Black Box has assigned Donna as our Project Manager (PM) who will have the overall responsibility for all aspects of the project, including responsive and consistent communications. Donna will serve as the Village's main point of contact for any escalations, and will be responsible and accountable for ensuring Black Box's efficient execution of its obligations. Responsibilities include:

- The successful performance and overall management of the Black Box project team to meet the project deliverables
- Serve as the main point-of-contact for the Village and Black Box management
- Maintain regular two-way communication between the Village and Black Box
- Manage cross functional virtual teams and associated work streams
- Work with peers to develop and drive goals, define technical specifications and detailed implementation plans for project
- Be accountable for the performance of all tasks to ensure the most efficient execution of the project
- Provide clear communication of the Village's goals and interests to Black Box project teams
- Ensure all project deliverables are completed timely and quality standards meet and/or exceed the Village's expectations
- Review of this SOW, and all associated documents, with the Village's PM
- Identify and review the project team roles and responsibilities
- Check that prerequisites required for implementation activities are met and completed with the Village's Project Manager
- Establish weekly project conference calls with all team members
- Prepare and deliver project status report(s) during the life of the project
- Manage timelines, resource allocations, costs and expenditures

	<ul style="list-style-type: none"> • Complete Project Change Control and review with the Village’s Project Manager. • Complete and submit all final project documentation
	<p><u>Denise Kelly - Design Engineer</u></p> <p>Denise is our Design Engineer responsible for the design solution will remain engaged throughout the life of the project to serve as an engineering team lead and escalation point.</p> <ul style="list-style-type: none"> • Black Box Solution Design lead • Engineering Team Lead • Escalation Point for all technical issues • Participate onsite during Solution Architecture Design • Develop and approve final process and procedures used for Pre-installation Assessment, Staging & Deployment activities
	<p><u>Shelley Steinberg – System Design Specialist</u></p> <p>Shelley has been a System Programmer with Black Box since 2007 and has been a programmer in the industry for over 20 years. Shelley is certified in both Installation and Maintenance in all aspects of the ShoreTel system. Shelley’s primary responsibility is to meet with the customer to review the equipment and applications purchased and program accordingly including but not limited to telco, telephones, call flows, voicemail, conferencing, and any advanced applications. She will also coordinate training for end users and provide System Administration training on all applicable systems.</p>

We carefully selected the project team based on their extensive project experience and understanding of the Village’s approach and processes for ShoreTel project deployments. In addition to our team of professionals above, Black Box will identify, upon notification of award the specific team members to fulfill the following rolls of the project, including but not limited to:

- **Installation Technicians** – The technician implements the design solution and performs the required installation activities. They will be tasked with participating in requirements design meetings, configuring solution hardware/software and testing components. The lead technician will be ShoreTel certified.

All Black Box team members are properly bonded and insured, and will adhere and maintain a safe and healthy work environment for the Village.

All potential employees must complete a drug screening, criminal background check, and qualify to become employed with Black Box in support of the Village.

Appendix C. Company Overview

Company Information

Registered Name:	Midwest Communications Technologies, Inc. d/b/a Black Box Network Services an Ohio corporation (EIN# 31-1125137)
Address	255 Enterprise Drive Lewis Center, OH 43045
Telephone Number	614-825-7400
Fax Number	614-888-5613
DUNS#	08-2254871
Primary SIC number	1731
Secondary SIC number	238210

Key Contact

Contact Name	Jim Van Wolvelear, Enterprise Account Manager
Telephone Number	847-879-4480
Email	jim.van@blackbox.com

Contractually Authorized

Contact Name	Robert Plate, Director, Field Service Operations (FSO) – West
Telephone Number	515-698-4600 office 515-490-3905 mobile
Email	robert.plate@blackbox.com

Company History

Black Box Network Services was founded in 1976 as a product catalog business selling connectivity devices – the “little black boxes” that clients needed to connect their primary data communications products. Today, we are a **vendor-neutral**, but **vendor-connected** provider of communications and infrastructure solutions. We remain focused on delivering high-quality solutions with an unyielding commitment to services and support for the Village.

The Village can take comfort in that Black Box is one of the world’s major telecommunications providers with 40+ years of experience in the industry. We support over 4 million voice and data communication ports and generate approximately \$1 billion in sales annually. This fiscal strength allows Black Box to continually invest in telecommunications technology platforms, programs, training, and development, which ultimately translates into superior product and service delivery.



Black Box is a ShoreTel Platinum Champion Partner and has been providing comprehensive ShoreTel solutions. As a ShoreTel Partner we have the:

- *Accreditation* - Black Box is a Platinum Partner, ShoreTel's highest partner accreditation designation.
- *Footprint* - We have the largest team of ShoreTel certified team members in the U.S. and Canada.

Date

Date

Purchase Order Number: _____

Village of Bartlett

Finance Department Memo

DATE: April 24, 2017

TO: Paula Schumacher, Acting Village Administrator

FROM: Chris Hostetler, IT Coordinator

SUBJECT: Networking Equipment Purchase

As part of the Village's phone system replacement project, the networking equipment at Village Hall, Police, Public Works, and Bartlett Hills must be replaced to support the new phone system. Unlike old PBX phones, voice over IP (VOIP) phones are powered by the networking switches to which they are connected. The Village's existing switches do not have this power over Ethernet (POE) feature so they must be replaced.

We included the networking equipment in our RFP for the new phone system, however we also specified that the Village reserved the right to purchase the equipment from another vendor if better pricing could be obtained. After reviewing the pricing in the proposals, we requested pricing from the other vendors we normally do business with and reviewed pricing available using State contracts.

The best price we could receive using State contracts was \$37,395.88. The best quoted price from an authorized Hewlett Packard Enterprise (HPE) Reseller was \$30,965.

VOIP Proposals		State Contract and Others	
ATI	\$30,945	MHEC	\$37,396
Black Box	\$50,614	SHI	\$30,965
Call One	\$47,826	StrictlyTech	\$37,178
Converged	\$44,079	SSI	\$45,489

Because ATI's price is only available if we were to purchase the phone system from them, we are requesting that the Village Board approve the purchase of HPE networking equipment from SHI for \$30,965.

MOTION:

To approve the purchase of HPE networking equipment from SHI for \$30,965.

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: April 11, 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, which goes into effect July 1, 2017, provides for gradual increases in minimum wages over the next four (4) years as follows:

\$10.00 per hour	7/1/17 – 6/30/18
\$11.00 per hour	7/1/18 – 6/30/19
\$12.00 per hour	7/1/19 – 6/30/20
\$13.00 per hour	7/1/20 – 6/30/21

and thereafter increases with the Consumer Price Index (“CPI”). While not applicable to the Village and its employees, it 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 at least two hours of work in any two week period in Cook County.

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 Wage Ordinance.

Back on December 2, 2016, I wrote a Memorandum for the Board questioning whether Cook County has the authority to adopt its own ordinance, as minimum wages

would appear to be a matter of statewide concern, and does not pertain to the Cook County's "government and affairs." In fact, the Cook County State's Attorney's Office ("CCSAO") issued the attached confidential opinion letter dated October 25, 2016 reaching the same conclusion, but the County Board adopted the Cook County Minimum Wage Ordinance anyway. In my December 2, 2016 Memo I cited 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 an employer or 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. Note that in the 10/25/16 CCSAO letter that the State's Attorney similarly opined that a municipality can "opt-out" of the Cook County Wage Ordinance by adopting its own conflicting ordinance.

Because the proposed Bartlett Minimum Wage Ordinance simply adopts the applicable State or Federal minimum wage rate, I am not concerned about any liability the Village could incur if the Bartlett Minimum Wage Ordinance were to be challenged.



OFFICE OF THE STATE'S ATTORNEY
COOK COUNTY, ILLINOIS
CIVIL ACTIONS BUREAU

ANITA ALVAREZ
STATE'S ATTORNEY

500 RICHARD J DALEY CENTER
CHICAGO, ILLINOIS 60602
AREA 312-603-5440

October 25, 2016

Honorable Sean M. Morrison
Commissioner -- 17th District
Cook County Board of Commissioners
118 North Clark Street, Room 567
Chicago, Illinois 60602

CONFIDENTIAL ATTORNEY CLIENT COMMUNICATION

Re: Item 16-5768: Living Wage Ordinance

Dear Commissioner Morrison:

We received your request for advice with regard to the legality of a proposed ordinance (Item 16-5768) that purports to institute a countywide living wage mandate. You have also asked several related questions. The specific questions you have asked, our conclusions and a discussion of the reasons supporting our conclusions follow.

ISSUES AND CONCLUSIONS:

ISSUE 1

Question: "As a home rule government, does Cook County have the legal authority to create a Living (Minimum) Wage in the State of Illinois?"

Answer: Our legal conclusion is that Cook County lacks the home rule authority to enact such an ordinance.

ISSUE 2

Question: "Can you ascertain if a local home rule government in Illinois has attempted to establish their own minimum wage? If so, [have] there been any legal challenges?"

Answer: We know that the City of Chicago has enacted a living wage ordinance and that it has not yet been challenged. Regardless, we believe that the outcomes of lawsuits in other states challenging living wage legislation would not provide reliable guidance for Cook County with respect to Item 16-5768 because laws and state constitutions differ from state to state and as such, these other lawsuits offer little predictive value.

ISSUE 3

Question: “If this ordinance were enacted and then challenged in court in a protracted lawsuit is there a quantifiable measurement in place that calculates the time and expense for the State’s Attorney’s Office to defend this legislation?”

Answer: There is no way to precisely predict how long such a lawsuit would last or what resources would be expended in defending it. It has been our experience, however, that cases challenging Cook County’s home rule authority have taken two or more years to be decided in the Circuit Court and one or more years to be decided in the Appellate Court. Typically, one or two Assistant State’s Attorneys are assigned to lawsuits of this type.

ISSUE 4

Question: “Do municipalities have the ability through passage of their own Ordinance to “Opt-Out” of the Cook County Minimum Wage Increase Ordinance?”

Answer: If a municipality has enacted or subsequently enacts an ordinance that “conflicts” with the County’s living wage mandate ordinance, the municipal ordinance would be controlling within the geographic boundaries of the municipality.

DISCUSSION

Issue 1

As a home rule unit of local government, the County may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to regulate for the protection of the public welfare. 1970 Ill. Const., art. VII, § 6(a). Notwithstanding the forgoing, if the home rule entity’s action does not pertain to its “government and affairs” it is invalid and the local unit of government may not legislate in that field.

The Illinois Supreme Court’s ruling in *Bernardi v. City of Highland Park*, 121 Ill. 2d. 1 (1988) directly calls into question the County’s home rule authority to enact Item 16-5768. As a general rule, the authority of home rule units under section 6(a) is limited in those fields where the State of Illinois has the greater or more vital interest in regulating. In *Bernardi*, the Illinois Supreme Court considered whether a home rule municipality must conform to the requirements of the Illinois Prevailing Wage Act. *Bernardi*, 121 Ill. 2d at 5. The court opined that “[e]stablishing minimum requirements to . . . improve working conditions has traditionally been a matter of State concern, outside the power of local officials to contradict, and it remains so today.” *Id.* at 14.

Although the facts in *Bernardi* involved a municipality’s attempt to ignore and thereby effectively lower the prevailing wage, whereas Item 16-5768 proposes to increase wages it must be emphasized that the Supreme Court characterized the local legislation as an attempt to “interven[e] in the workplace.” *Id.* at 14. Identifying a long list of statutes as within the scope of State labor regulations, the court opined that a departure from them was beyond the authority of a home rule unit because the State has a far more vital interest in regulating labor conditions than did local entities. *Id.* at 15-16. The court concluded that allowing home rule units to govern “local labor

conditions” would destroy the General Assembly’s “carefully crafted and balanced economic policies.” *Id.* at 16. Accordingly, we interpret *Bernardi* to stand for the proposition that local legislation that purports to regulate local labor conditions does not pertain to a home rule unit’s “government and affairs” for purposes of Section 6(a), and we believe that if challenged a court would likely find that the ordinance exceeds the County’s home rule authority.

We wish to briefly discuss a potential alternative argument that attempts to distinguish *Bernardi*’s application to attempts by local units of government to regulate workplace conditions. This alternative argument is premised upon a characterization of the *Bernardi* decision as one in which the court held that the State’s interest in the field of labor regulation is only to set *minimum* standards that can be exceeded by local units of government. *See, Bernardi*, 121 Ill. 2d at 14 (discussing “[e]stablishing *minimum requirements* to . . . improve working conditions has traditionally been a matter of State concern, outside the power of local officials to contradict, and it remains so today.” (Emphasis supplied). There are cases in which Illinois courts have upheld local laws that provide greater protection than state laws. *See, e.g., Crawford v. City of Chicago*, 304 Ill. App. 3d 818, 828 (1st Dist. 1999) (City of Chicago’s policy of extending benefits to same sex domestic partners upheld); *see also, Village of Bolingbrook v. Citizens Utilities Co.*, 158 Ill. 2d 133, 134-143 (1994) (environmental ordinances that regulate sewage discharge more restrictively than state law); *Kalodimos v. Village of Morton Grove*, 103 Ill. 2d 483, 501 (1984) (gun safety ordinance regulated hand guns more restrictively than state law).

Under this alternative argument, it could be argued that Item 16-5768 would pertain to the County’s “government and affairs” because it provides *more* protections to workers than state law requires. However, we believe that in light of the Supreme Court’s clear holding in *Bernardi* that labor regulations are *not* a matter pertaining to home rule units’ “government and affairs” and the fact that none of the local laws at issue in *Crawford*, *Village of Bolingbrook*, or *Kalodimos*, above, involved the regulation of local labor conditions, a court likely would find that the County is prohibited from legislating in the field of labor regulation regardless of whether Item 16-5768 purportedly improves local labor conditions.

Issue 2

The City of Chicago has enacted a living wage ordinance that has yet to be challenged. We are anecdotally aware that other municipalities have enacted similar legislation in other states. However, it bears mentioning that constitutions and labor laws vary from state to state. Accordingly, the outcome of litigation in out-of-state jurisdictions in which local living wage legislation is being challenged is not predictive of how Illinois courts would view the legality of Item 16-5768 were it to be enacted.

Issue 3

Were Item 16-5768 to be enacted and challenged, the State’s Attorney’s Office would be tasked with defending it in court. There is no way to precisely predict how long such a lawsuit would last or what resources would be expended in defending it. It has been our experience, however, that cases challenging Cook County’s home rule authority have taken two or more years to be decided in the Circuit Court and one or more years to be decided in the Appellate Court.

Issue 4

Regarding your question as to whether municipalities may “opt out”, we understand your use of that term to refer to the ability of a municipality to enact an ordinance that conflicts with the ordinance of a home rule county. In the instant situation, assuming that Item 16-5768 or similar living wage ordinance is enacted and a court finds it valid, such ordinance would be applicable countywide except to the extent that it conflicts with the ordinance of a municipality, home rule or not. Article VII, § 6(c) of the Illinois Constitution provides that “[i]f a home rule county ordinance conflicts with an ordinance of a municipality, the municipal ordinance shall prevail within its jurisdiction.” Please note that Section 6(c) does not distinguish between home rule and non-home rule municipalities.

The Report of the Committee on Local Government of the 1970 Illinois constitutional convention recognized the problem of legislating in the same field by both a municipality and a home-rule county not as a question of preemption of authority but as a matter of resolving conflicts in ordinances. (7 Proceedings 1591, 1646-1650.) In defining the problem to be resolved by section 6(c) the committee proposal states: “ * * * there may be differences or actual conflicts and inconsistencies between municipal legislation and county legislation. Some provision must be made to resolve these potential disagreements and conflicts.” (p. 1647).

The Illinois Attorney General has opined that “to the extent that a home-rule county ordinance and a municipal ordinance *actually conflict*, the municipal ordinance will be given effect within the municipality’s corporate boundaries.” See 1996 Ill. AG LEXIS 36 (Ill. AG 1996) (Emphasis supplied). The Attorney General relied on *Evanston v. County of Cook*, 53 Ill. 2d 312, 317 (1972) wherein the Court noted that in zoning, regulatory and licensing ordinances, “there are clear opportunities for contradictions and conflicts between the ordinances of the municipalities and ordinances of the county.” As such, it appears that, as a general rule, a county may not regulate within a home-rule municipality if that municipality has conflicting ordinances of its own.

Case law has not defined the word “conflict” for purposes of Section 6(c). Accordingly, what would be considered a “conflict” for purposes of Section 6(c) would have to be decided on a case-by-case basis. Thus, in the instant case, assuming that Item 16-5768 or similar living wage ordinance is enacted and found to be legally valid and a municipality (home rule or otherwise) either has enacted or subsequently enacts a “conflicting” ordinance, the municipal ordinance would be controlling within the geographic boundaries of the municipality.

Sincerely,

ANITA ALVAREZ
STATE’S ATTORNEY OF COOK COUNTY



Donald Pechous
Chief, Civil Actions Bureau

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 Gilles, Village Clerk

CERTIFICATION

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

Lorna Gilles

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: April 11, 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 paid sick leave benefits. The Cook County Earned Sick Leave Ordinance goes into effect July 1, 2017, and while it is not applicable to the Village of Bartlett as an employer or to its employees, it 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 at least two hours of work in any two week period while in Cook County.

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 questioning the authority of Cook County to adopt and enforce the Cook County Minimum Wage Ordinance, but also 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 is 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 an employer or 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.

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 paid 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 became effective January 1, 2017 (state law) that is not a paid sick leave law or requires employers to provide sick time, but only requires employers that have paid or unpaid sick leave benefits or paid time off policies to allow employees to also use half of their available sick leave for family member's illness. The Cook County Sick Leave Ordinance, on the other hand, goes much further and requires covered employers to provide paid sick leave that accrued and one (1) hour for every 40 hours work. If the Village does not pass the attached Ordinance, the patchwork of conflicting regulations applicable to Bartlett businesses will be even greater.

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.

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



Agenda Item Executive Summary

Item Name Amendments to Bartlett Municipal Code Committee
 Concerning Appointive Village Officers or Board Board

BUDGET IMPACT

Amount: N/A

Budgeted

N/A

List what
fund

N/A

EXECUTIVE SUMMARY

Attached find proposed amendments to Title 1, Chapter 8, of the Bartlett Municipal Code dealing with Village Officers and Employees that was discussed at the Committee of the Whole meeting on April 18, 2017. It was presented at the Committee of the Whole meeting in legislative style redline format so that the Board could review the proposed changes against the current existing Bartlett Municipal Code. I have removed the redlining except for the alternative options in Section 1-SA-2 regarding the term of office of the Village Administrator (Option 1) being not to exceed the term of the Village President, or (Option 2) a term of one (1) year. Thus, there are two alternate pages numbered "7" in the Ordinance before you.

ATTACHMENTS (PLEASE LIST)

Memo, Ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

I recommend the passage of Resolution 2017- _____ An Ordinance Amending Title 1, Chapter 8, of the Bartlett Municipal Code Entitled "Village Officers and Employees".

Staff: Bryan Mraz, Village Attorney

Date: 04/26/17

BRYAN E. MRAZ
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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: April 26, 2017

RE: Amendments to Bartlett Municipal Code Concerning
Appointive Village Officers

Attached find proposed amendments to Title 1, Chapter 8, of the Bartlett Municipal Code dealing with Village Officers and Employees that was discussed at the Committee of the Whole meeting on April 18, 2017. It was presented at the Committee of the Whole meeting in legislative style redline format so that the Board could review the proposed changes against the current existing Bartlett Municipal Code. I have removed the redlining except for the alternative options in Section 1-8A-2 regarding the term of office of the Village Administrator (Option 1) being not to exceed the term of the Village President, or (Option 2) a term of one (1) year. Thus, there are two alternate pages numbered "7" in the Ordinance before you.

The current appointive offices of the Village of Bartlett created by Chapter 8 are as follows:

Article A	Village Administrator
Article B	Village Attorney
Article C	Village Treasurer
Article D	Village Budget Officer
Article E	Director of Public Works
Article F	Building Officials
	Director of the Building Department
	Electrical Inspector
	Plumbing Inspector

Article G	Health Officer
Article H	Chief of Police
	Deputy Chief (x 2)
	Commander (x 3)
Article I	Village Engineer

The Bartlett Municipal Code also creates the office of Administrative Hearing Officer in Section 1-15-4 and provides that he or she is appointed by the Village President with the advice and consent of the Board. Note that not all of the Articles listed under Title 1, Chapter 8, create an office. For instance, Section 1-8D-2 creates the "position" of "director of finance", as opposed to creating the office of Finance Director, although that same person in practice has historically simultaneously held that position and two appointive offices (1) Village Treasurer, and (2) Budget Officer. Similarly, there is no office created for Director of Community Development, but Section 10-13-1 of the Bartlett Zoning Ordinance provides that the Village Board shall designate a Zoning Administrator, and the individual who currently holds that designation, Jim Plonczynski, is also the Freedom of Information Officer.

All of the above appointive offices are appointed by the Village President with the advice and consent of the Board of Trustees, with the exception of the Deputy Chiefs and the three Commanders in the Police Department, who are appointed by the Chief of Police, and the Zoning Administrator who is appointed by the Board of Trustees.

Officers are appointed for a set term of office, usually for one year, but if longer the length of the term cannot exceed the term of the current Village President. In the draft of the Ordinance presented at the Committee of the Whole meeting, only the term of the Village Administrator was proposed to be longer than one year, which is set forth in Section 1-8A-2 (Option 1). As requested by Trustee Hopkins, (Option 2) sets the term of office of the Village Administrator at one (1) year. Generally officers take an oath of office, post a bond, and have permanent public and fixed duties that involve discretion and are not merely ministerial acts. Officers are distinguished from mere employees or agents of a municipality. When the Bartlett Municipal Code simply creates a "position", the holder of that position is considered an employee and not an appointed officer with respect to that position. Generally appointed officers are appointed and removed by the Village President acting in concert with the Board, but employees are hired and fired/removed by the Village Administrator. In the amendments to the Bartlett Municipal Code before you, I have not proposed to create any new offices or eliminate any existing offices.

As discussed at the Committee of the Whole meeting, the provision regarding the removal of those officers has been updated to comply with the current provisions of the Illinois Municipal Code (65 ILCS 5/3.1-35-10) which provides that:

"Except where otherwise provided by statute, the mayor or president may remove any officer appointed by the mayor or president under this Code on any written charge whenever the mayor or president is of the opinion that the interests of the municipality demand removal. The mayor or president shall

report the reasons for the removal to the corporate authorities at a meeting to be held not less than 5 nor more than 10 days after the removal. If the mayor or president fails or refuses to report to the corporate authorities the reasons for the removal, or if the corporate authorities by a two-thirds vote of all members authorized by law to be elected disapprove of the removal, the officer thereupon shall be restored to the office from which the officer was removed."

There was discussion about going back to the removal language in the current version of the Bartlett Municipal Code, but I recommend the Board follow the State statute cited above for all officers instead of a hybrid approach which could someday be challenged. This general removal provision is now added as new Section 1-8-10 and under many of the Articles that create the various offices. Also, most of the offices have been amended to include an acting officer when the holder of the office is incapacitated or the office becomes vacant. The appointment of an acting officer is by the Village President with the consent of the Board.

Assuming the attached amendment to the Bartlett Municipal Code is approved at this first meeting in May, then following that, at this same meeting, the Village President will appoint individuals to those offices (16 total) and it will be necessary for the Board to consent to those appointments for them to become effective. At the first meeting in May of each year thereafter (in all cases except possibly the Village Administrator if the Board passes Option 1), the Village President will re-appoint or appoint the various officers (unless removed) and a motion would be made and voted upon to consent to those annual appointments. This is consistent with and similar to some of the one year contracts with independent contractors that the Board votes on each year in May, including the Village Attorney and the Administrative Hearing Officer.

ORDINANCE 2017 - _____

AN ORDINANCE AMENDING TITLE 1, CHAPTER 8, OF
THE BARTLETT MUNICIPAL CODE ENTITLED
"VILLAGE OFFICERS AND EMPLOYEES"

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, Chapter 8, VILLAGE OFFICERS AND EMPLOYEES, of the Bartlett Municipal Code is hereby repealed.

SECTION TWO: That the Bartlett Municipal Code is hereby amended to add new Title 1, Chapter 8, VILLAGE OFFICERS AND EMPLOYEES, as follows to replace Title 1, Chapter 8, repealed in Section One of this Ordinance:

CHAPTER 8

VILLAGE OFFICERS AND EMPLOYEES  

1-8-1: EFFECT:

1-8-2: ELECTION AND APPOINTMENT OF OFFICERS:

1-8-3: TERMS OF OFFICE; VACANCIES:

1-8-4: OATH OF OFFICE:

1-8-5: BONDS OF OFFICERS:

1-8-6: SALARIES:

1-8-7: RECORDS:

1-8-8: POWERS AND DUTIES:

1-8-9: INSPECTIONS BY VILLAGE OFFICERS:

1-8-10: REMOVAL OF OFFICERS:

1-8-1: EFFECT:  

The provisions of this chapter shall apply alike to all officers and employees of the village, regardless of the time of the creation of the office or position or the time of the appointment of the officer or employee. (1968 Code, §7.101)

1-8-2: ELECTION AND APPOINTMENT OF OFFICERS:  

A. Elections: Elections for municipal offices shall be held as provided by statute, and at the time prescribed by statute¹. (1968 Code, §7.605)

B. Appointments: All officers, other than elective officers and police and fire officers under the jurisdiction of the fire and police commissioners², shall be appointed by the village

president by and with the advice and consent of the board of trustees as provided by statute or this Bartlett Municipal Code. All employees, except for employees who are appointive officers required to be appointed by the village president, or by the village president with the advice and consent of the village board, shall be appointed or selected by the village administrator.

1-8-3: TERMS OF OFFICE; VACANCIES:  

- A. Every appointive officer of the village shall hold office until the last occurring May 1 following his appointment or until his successor is appointed and qualified, unless it is otherwise provided in this chapter or other provision in the Bartlett Municipal Code. In case of a vacancy in any such office, it shall be filled in the same manner in which appointments or selections are made. (1968 Code, §7.103)
- B. Every officer and employee of the village, upon the expiration of his term for any cause whatsoever, shall deliver to his successor all books and records which may be the property of the village, and if no successor has been appointed within one week after the termination of such term, such property shall be delivered to the village clerk or the village treasurer. (1968 Code, §7.111)

1-8-4: OATH OF OFFICE:  

Every officer of the village shall, before entering upon his duties, take the oath prescribed by statute³. (1968 Code, §7.105)

1-8-5: BONDS OF OFFICERS:  

- A. Upon entering upon the duties of his office, each village officer shall file with the village clerk a surety bond in the amounts hereinafter set forth, on such forms and in such amounts as shall be approved by the president and board of trustees, conditioned upon the faithful performance of the duties of his or her office; provided, however, that the bond of the village clerk shall be filed with the village treasurer. (Ord. 74-39, 9-17-1974)

<u>Officer</u>	<u>Amount</u>
President	\$3,000.00
Village clerk	3,000.00
Village administrator	1,000.00
Village treasurer	3 times the latest federal census

Budget officer	3,000.00
Attorney	3,000.00
Village engineer	3,000.00
Chief of police	3,000.00
Zoning administrator	3,000.00
Building director	3,000.00
Electrical inspector	3,000.00
Plumbing inspector	3,000.00

(Ord. 74-39, 9-17-1974; amd. Ord. 75-4, 1-7-1975; Ord. 77-8, 3-1-1977; Ord. 82-18, 3-16-1982)

Village employees who are not officers of the village shall file with the village clerk bonds in such amounts as the president and board of trustees may, from time to time, determine. (Ord. 74-39, 9-17-1974)

- B. Whenever a surety bond to indemnify the village is required as a prerequisite to exercising the duties of any office or position, or to the issuance of a license or permit or for the exercise of any special privilege, the surety on such bond shall be a corporation licensed and authorized to do business in this state as a surety company in the absence of specific provision, by ordinance, to the contrary.

Whenever in its opinion additional sureties or an additional surety may be needed on any bond to indemnify the village against loss or liability because of the insolvency of the existing surety or sureties or for any other reason, the village may order a new surety or sureties to be secured for such bond. If such new surety or sureties are not procured within ten (10) days from the time such order is transmitted to the principal on the bond, or his assignee, the board shall declare the bond to be forfeited and such principal or assignee shall be deemed to have surrendered the privilege or position as condition of which the bond was required. (1968 Code, §7.606)

1-8-6: SALARIES:  

- A. The following salary scale for certain elected public officials of the village is hereby established:

President	\$6,000.00 per year, payable monthly
Liquor control commissioner (see section 3-3-1 of this code)	\$1,000.00 per year, payable monthly

The salaries for the president and liquor control commissioner shall begin on the later of:

1. The first regular or special meeting of the president and the board of trustees of the village of Bartlett during the month of May 2001; or
2. The date on which the person duly elected to such office at the consolidated election in April of 2001 takes and subscribes the oath of office and gives any bond that may be required by law.

The salaries of all of the offices set forth above shall continue for each year of the term of each said office. (Ord. 99-130, 11-16-1999)

Trustees	\$4,000.00 each, per year, payable monthly
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The salaries for the trustees who are elected at the general municipal election held in April of 2001 shall begin on the later of:

1. The first regular or special meeting of the president and the board of trustees of the village of Bartlett during the month of May 2001; or
2. The date on which the person duly elected to such office at the consolidated election in April of 2001 takes and subscribes the oath of office and gives any bond that may be required by law.

The salaries for the trustees who are elected at the general municipal election held in April of 2003 shall begin on the later of:

1. The first regular or special meeting of the president and board of trustees of the village of Bartlett during the month of May 2003; or
2. The date on which the person duly elected to such office at the consolidated election in April of 2003 takes and subscribes the oath of office and gives any bond that may be required by law. (Ord. 99-131, 11-16-1999)

The salaries of all of the offices set forth above shall continue for each year of the term of each said office. (Ord. 99-130, 11-16-1999)

Village clerk	\$4,500.00 per year, payable monthly or more often as shall be determined by the village president and trustees (Ord. 85-26, 3-19-1986)
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B. All other officers and employees of the village shall receive such salary as may from time to time be provided by ordinance or resolution. (1968 Code, §7.106)

1-8-7: RECORDS:  

All records kept by any officer of the village shall be open to inspection by the village president or any member of the board of trustees at all reasonable times, whether or not such records are required to be kept by statute or ordinance. (1968 Code, §7.108)

1-8-8: POWERS AND DUTIES:  

A. Assignment Of Duties: The village president shall have the power to assign to any appointive officer any duty which is not assigned by ordinance to some other specific officer; and shall determine disputes or questions relating to the respective powers or duties of officers. (1968 Code, §7.107)

B. Monies Received: Every officer of the village shall, at least once each month, turn over all money received by him in his official capacity to the treasurer with a statement showing the source from which the same was received. (1968 Code, §7.104)

C. Arrests: The village president and members of the board of trustees, as well as every member of the police department, are hereby declared to be conservators of the peace with such powers to make arrests as are given to conservators of the peace by statute⁴. (1968 Code, §7.110)

1-8-9: INSPECTIONS BY VILLAGE OFFICERS:  

Any officer or employee of the village who is authorized to enforce ordinances may make such inspections as may be necessary to see to the enforcement of such ordinances.

Whenever such officer or employee shall have reason to believe that there exists on or in any premises in the village any nuisance or any condition dangerous to the public health, any fire hazard, any structural defect likely to result in injury to person or property, or any electric wiring or equipment in such condition as to present a fire hazard or danger to

persons, he shall ask permission of the occupant of such premises or the owner or custodian thereof if the premises is unoccupied, to inspect the same.

Each such occupant or owner shall permit such inspections at any reasonable time. Any such owner or occupant who refuses to permit such inspection shall be fined not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) for each offense. (1968 Code, §7.114)

1-8-10: REMOVAL OF OFFICERS:

Except as otherwise provided by statute, the village president may remove any officer under this code on any written charge whenever the village president is of the opinion that the interest of the village demand removal. The village president shall report the reasons for the removal to the corporate authorities at a meeting to be held no less than five (5) nor more than ten (10) days after removal. If the village president fails or refuses to report to the corporate authorities the reasons for the removal, or if the corporate authorities, upon consideration of such reasons and other information as the corporate authorities may consider, by a two-thirds vote of all members authorized by law to be elected disapprove of the removal, the officer thereupon shall be restored to the office from which the officer was removed. The vote shall be by yeas or nays, which shall be entered upon the journal of the corporate authorities. Upon restoration, the officer shall give a new bond and take a new oath of office. No officer shall be removed a second time for the same offense. Nothing contained herein shall preclude the corporate authorities from discussing matters concerning the discipline, performance or removal of an officer in executive session pursuant to Section 2(c)(3) of the Open Meetings Act¹, however, the roll call vote upon whether or not to restore the officer shall be taken in open session at a regular, special, rescheduled or reconvened meeting of the corporate authorities. Upon removal from office by the village president, an appointed officer shall immediately cease serving as a representative or agent of the village in any capacity. If restored to office, appointed officers shall give a new bond and take a new oath of office as required by ordinance. This shall not be taken to include elected officials or employees subject to article 10, division 2.1, "Board of Fire and Police Commissioners" of the Illinois municipal code.²

ARTICLE A. VILLAGE ADMINISTRATOR

1-8A-1: CREATION OF OFFICE:

1-8A-2: APPOINTMENT:

1-8A-3: REMOVAL FROM OFFICE:

1-8A-4: BOND, OATH AND COMPENSATION:

1-8A-5: POWERS AND DUTIES WITH REFERENCE TO FISCAL MATTERS:

1-8A-6: POWERS AND DUTIES WITH REFERENCE TO VILLAGE ADMINISTRATION:

¹ 5 ILCS 120/2(c)(3)

² 65 ILCS 5/10-2.1-1, *et seq.*

1-8A-7: CONFLICT OF INTEREST:

OPTION 1

1-8A-8: ACTING VILLAGE ADMINISTRATOR:

1-8A-1: CREATION OF OFFICE:  

There is hereby created the office of village administrator, an administrative office of the village. (Ord. 82-18, 3-16-1982)

1-8A-2: APPOINTMENT:  

The village administrator shall be appointed by the village president by and with the advice and consent of the board of trustees **for such term as determined at the time of his or her appointment or by contract, but in no event shall the term exceed that of the village president appointing him or her.** The village administrator shall be appointed by the village president with the advice and consent of the board of trustees. The confirmation of such appointment shall be considered by the board of trustees solely on the basis of executive and administrative qualification with special reference to actual experience in or knowledge of accepted practice with respect to the duties of the office hereinafter set forth, and such requirements and qualifications are hereby declared to be of such a nature as to require technical training or knowledge. At the time of the administrator's appointment, the village administrator need not be a resident of the village or of the state of Illinois, but during the administrator's tenure of office the administrator shall reside within the village.

1-8A-3: REMOVAL FROM OFFICE:  

The village administrator may be removed by the village president on any written charge whenever the president is of the opinion that the interests of the village demand removal. The president shall report the reasons for such removal to the village board at a meeting to be held not less than five (5) nor more than ten (10) days after the removal. If the president fails or refuses to report to the corporate authorities the reasons for the removal, or if the corporate authorities, by a two-thirds (2/3) vote of all members authorized by law to be elected, upon consideration of such reasons and other information as the corporate authorities may consider, disapproves of the removal, the village administrator, thereupon shall be restored to the office of village administrator. The vote shall be by yeas or nays, which shall be so entered into the journal of the corporate authorities. Nothing contained herein shall preclude the corporate authorities from discussing the discipline, performance or removal of the village administrator pursuant to Section 2(c)(3) of the Open Meetings Act³ in executive session, however, the roll call vote, if any, on whether or not to restore the village administrator shall be made in open session at a regular, special, rescheduled or reconvened meeting of the corporate authorities. Upon restoration, the village administrator shall give a new bond and take a new oath of office.⁴

³ 5 ILCS 120/2(c)(3)

⁴ 65 ILCS 5/3.1-35-10

1-8A-7: CONFLICT OF INTEREST:

OPTION 2

1-8A-8: ACTING VILLAGE ADMINISTRATOR:

1-8A-1: CREATION OF OFFICE:  

There is hereby created the office of village administrator, an administrative office of the village. (Ord. 82-18, 3-16-1982)

1-8A-2: APPOINTMENT:  

The village administrator shall be appointed by the village president by and with the advice and consent of the board of trustees **to serve a term of one year**. The village administrator shall be appointed by the village president with the advice and consent of the board of trustees. The confirmation of such appointment shall be considered by the board of trustees solely on the basis of executive and administrative qualification with special reference to actual experience in or knowledge of accepted practice with respect to the duties of the office hereinafter set forth, and such requirements and qualifications are hereby declared to be of such a nature as to require technical training or knowledge. At the time of the administrator's appointment, the village administrator need not be a resident of the village or of the state of Illinois, but during the administrator's tenure of office the administrator shall reside within the village.

1-8A-3: REMOVAL FROM OFFICE:  

The village administrator may be removed by the village president on any written charge whenever the president is of the opinion that the interests of the village demand removal. The president shall report the reasons for such removal to the village board at a meeting to be held not less than five (5) nor more than ten (10) days after the removal. If the president fails or refuses to report to the corporate authorities the reasons for the removal, or if the corporate authorities, by a two-thirds (2/3) vote of all members authorized by law to be elected, upon consideration of such reasons and other information as the corporate authorities may consider, disapproves of the removal, the village administrator, thereupon shall be restored to the office of village administrator. The vote shall be by yeas or nays, which shall be so entered into the journal of the corporate authorities. Nothing contained herein shall preclude the corporate authorities from discussing the discipline, performance or removal of the village administrator pursuant to Section 2(c)(3) of the Open Meetings Act⁵ in executive session, however, the roll call vote, if any, on whether or not to restore the village administrator shall be made in open session at a regular, special, rescheduled or reconvened meeting of the corporate authorities. Upon restoration, the village administrator shall give a new bond and take a new oath of office.⁶

³ 5 ILCS 120/2(c)(3)

⁴ 65 ILCS 5/3.1-35-10

1-8A-4: BOND, OATH AND COMPENSATION:  

- A. Bond: Before entering upon the duties of office, the village administrator shall furnish a surety bond in the amount set out in section 1-8-5 of this chapter, to be approved by the board of trustees, said bond to be conditioned on the faithful performance of the administrator's duties. The premium for the bond shall be paid by the village.
- B. Oath: Before entering upon the duties of office, the village administrator shall take and subscribe the oath prescribed by the statutes of the state of Illinois in such case provided.
- C. Compensation: The village administrator shall receive compensation in such amount and manner as the president and board of trustees shall fix from time to time by ordinance or resolution. (Ord. 82-18, 3-16-1982)

1-8A-5: POWERS AND DUTIES WITH REFERENCE TO FISCAL MATTERS:  

The village administrator shall have the following powers and duties:

- A. On or before March 1 of each year, the village administrator, in conjunction with the budget officer and the department heads, shall submit to the corporate authorities a proposed budget for the forthcoming year, including an estimate as nearly as may be of the money necessary to defray the expenses of the village during the next fiscal year, and in said report shall classify and detail the purposes of recommended expenditures, the aggregate income of the preceding year, the proposed income for the forthcoming year categorized by source, the village liabilities, and such other information as is necessary to assist the president and board of trustees to adopt a budget.
- B. For the purpose of preparing the aforesaid estimate, the village administrator is authorized to require all department heads to submit statements of the condition and expenses of their respective departments, a description of proposed village improvements, and the probable expense thereof, a description of all unperformed contracts, and a statement of the amount of all unexpired appropriations of the preceding year.
- C. The village administrator shall recommend to the village president and the board of trustees the salaries to be paid each department head of the village.
- D. The village administrator shall supervise the issuance and sale of all bonds, warrants and obligations. (Ord. 82-18, 3-16-1982)
- E. The village administrator shall act as purchasing agent for the village and make or supervise all necessary purchases of services, goods, materials, supplies and equipment by the village, and all contracts therefor. The village administrator shall

have the power to enter all contracts for services and purchase of goods, materials, supplies and equipment involving up to \$20,000 without the prior approval of the village board, provided funds for the services, goods, materials, supplies and/or equipment are provided in the budget, and subject also to the statutes of the state of Illinois pertaining to creation of liabilities against the village and pertaining to the expenditures or appropriations of the monies of the village, but in no event may the administrator purchase any item or enter any contract which would result in exceeding the budget amount until the president and board of trustees have amended the budget or legally provided for such additional expenditure. While the village administrator is authorized to make budgeted expenditures of materials, supplies, equipment and enter contracts for any work or public improvement for all budgeted expenditures of twenty thousand dollars (\$20,000.00) or less without preliminary authorization from the president and board of trustees, for such items and contract for any work or public improvement over \$10,000, at least two price quotes or proposals shall be obtained when practical, and the items purchased or the contract entered from the lowest proposer or from a supplier located within the Village if the price is within 10% of the other quote or proposal. All contracts for any work or public improvement in excess of \$20,000 and/or purchase orders for the purchase of equipment, materials and supplies (other than gasoline) and contracts for public improvements shall be (i) publicly bid and awarded to the lowest responsible and responsive bidder, (ii) purchased through the state of Illinois Joint Purchase Program if the equipment, materials and supplies are available therefrom, (iii) purchased through a joint purchasing alliance of a public body through a process that satisfies the Illinois Procurement Code as determined by the village attorney, or (iv) when contracts by their nature are not adapted to award by public bidding, such as (a) design services or technical specifications are required from proposers together with pricing for equipment and/or materials and the installation thereof on village property or in village facilities; (b) utility services such as water, light, heat, or telephone, (c) contracts for the use, purchase, delivery, movement or installation of data processing equipment, telecommunications and interconnect equipment, software or services; (d) contracts for duplicating or copying machines and supplies; and (e) purchases of used equipment; then when and to the extent practicable a request for qualifications and/or request for proposal process shall be utilized . All contracts for any work or public improvement in excess of twenty thousand dollars (\$20,000.00) shall be let to the lowest responsible bidder after advertising for bids, provided however, that any such contract may be entered into without advertising for bids, if authorized by a vote of two-thirds ($\frac{2}{3}$) of the trustees then holding office. The village administrator shall make recommendations to the board of trustees with regard to any such bids, purchases and proposals and the waiver of bids as required. The village administrator is authorized to execute purchase orders for gasoline purchases even though said purchase may be in excess of twenty thousand dollars (\$20,000.00) without advertising for bids and without preliminary authorization from the president and board of trustees provided said purchase order is entered with the supplier who has quoted the lowest price therefor among not less than two (2) gasoline suppliers who have furnished written price quotes to the director of public works for each such purchase order.

- F. The village administrator, in conjunction with the village treasurer, shall each month cause to be prepared and shall present to the board of trustees a statement showing the exact financial condition of the village as of the end of the preceding month.
- G. The village administrator shall give such additional reports and information concerning the fiscal matters of the village as may from time to time be required by the board of trustees. (Ord. 82-18, 3-16-1982)
- H. The village administrator shall act as the business manager of the village under the direction and control of the president and board of trustees and in cooperation with the village finance director- treasurer; control and direct all expenditures made by the village; supervise the keeping of all necessary records and books of accounts of the village that are under the supervision of the finance director-treasurer by ordinance or statute.

1-8A-6: POWERS AND DUTIES WITH REFERENCE TO VILLAGE

ADMINISTRATION:  

In addition to the above duties, the village administrator shall perform such other duties as are herein provided.

The village administrator shall be the chief administrative officer of the village and shall be responsible to the village president and to the board of trustees for the administration and operation of all of the affairs and the departments of the village. As such administrative officer, the administrator shall have the administration and control of all matters and things pertaining to the operation and maintenance of the properties of the village and of all of the departments of the village, including the public works department, the community development department, the building department, the finance department, the police department, and the general offices of the village. The village administrator shall also have supervision of such other administrative agencies and departments and officers as may be hereafter created by the board of trustees. Specifically, but not in limitation of the above, the administrator shall have the following additional powers and duties: (Ord. 82-18, 3-16-1982)

- A. The administrator shall have the authority to appoint, suspend or remove all employees of the village subject to the provisions of the Illinois Compiled Statutes and the Bartlett personnel code. This shall not be taken to include elected officials, employees subject to article 10, division 2.1 "Board Of Fire And Police Commissioners" of the Illinois municipal code¹, any appointed village commissioner, and part time professionals hired on a retainer or contractual basis. No appointment shall be made upon any basis other than merit and fitness. This shall also not be taken to include the authority to appoint or remove persons to or from appointive offices created by this chapter or other provision of the Bartlett Municipal Code, or by statute, who are required to be appointed by the village president alone or by the village president with the advice and consent of the board, but shall include the power to suspend such appointed officer. Upon suspending any appointive officer, the administrator shall submit or shall cause the village labor counsel to submit, to the board at the next meeting following such

suspension a statement concerning such suspension and the reasons therefor.

The administrator shall have the authority to recommend to the village president and board the appointment of all appointive officers, and to recommend to the village president the removal of any officer of the village required by law or ordinance to be appointed by the village president acting alone, or by the village president with the advice and consent of the board, and to recommend to the board whether any such removed officer should be restored to office, subject to the provisions of the Illinois Compiled Statutes and approval by the president and board of trustees. This shall not be taken to include elected officials, employees subject to article 10, division 2.1, "Board Of Fire And Police Commissioners" of the Illinois municipal code². No recommendation for appointment shall be made upon any basis other than merit and fitness. Any recommendation for either hiring or removal shall be made without regard to political belief or affiliation

- B. The village administrator shall attend all meetings of the president and board of trustees unless excused therefrom by the president and board of trustees, except when the administrator's employment is under consideration by the president and board of trustees. The administrator shall have the privilege of taking part in the discussion of all matters coming before the president and board of trustees and shall be entitled to notice of all meetings, regular and special, of the president and board of trustees. The village administrator shall not have the right to vote on matters coming before the president and board of trustees.
- C. With the approval of the board of trustees, the village administrator shall consolidate, combine or reorganize positions or units under the administrator's jurisdiction.
- D. The village administrator shall make investigations into the affairs of the village or any department or division thereof, and shall investigate all complaints in relation to matters concerning village services and village administration.
- E. The village administrator shall devote the administrator's entire time to the discharge of official duties.
- F. The village administrator shall perform such other duties as may be required by the corporate authorities consistent with the village ordinances and the statutes of the state of Illinois. (Ord. 82-18, 3-16-1982)

1-8A-7: CONFLICT OF INTEREST:

The village administrator shall abide by the relevant provisions of the Illinois Compiled Statutes pertaining to conflicts of interest, disclosures of economic interests and contracts, including, but not limited to 65 Illinois Compiled Statutes 5/3.1-55-10 and 5 Illinois Compiled Statutes 420/4A-101, et seq., and as the same and any other relevant provisions of the state statutes may be amended from time to time by the Illinois general assembly. The village administrator shall promptly disclose any potential conflict of interest to the president and board of trustees.

1-8A-8: ACTING VILLAGE ADMINISTRATOR:

In the event the village administrator shall be incapacitated from performing the duties of his or her office, or in the event of a vacancy in the office village administrator, a qualified person shall be appointed as acting village administrator by the president, with the advice and consent of the board of trustees, during such absence, incapacity or vacancy, with all the powers and duties of that office, who shall perform all the duties thereof without furnishing any additional bond if such appointee shall already be under bond in any other capacity. If such appointment shall be a person not already under bond to the village, such appointee shall furnish a bond in such amount and with such surety as may be approved by the president and board of trustees, unless said bond is waived by the president and board of trustees. The compensation to be paid the acting village administrator or the additional compensation above his or her regular compensation in the case where an existing officer or employee is appointed acting village administrator and continues to also perform the duties of his or her prior position, shall be fixed by the president and board of trustees.

ARTICLE B. VILLAGE ATTORNEY  

1-8B-1: CREATION OF OFFICE, APPOINTMENT AND BOND:

1-8B-2: SPECIAL COUNSEL:

1-8B-3: GENERAL POWERS AND DUTIES:

1-8B-4: COMPENSATION:

**1-8B-5: SPECIAL ASSESSMENT AND CONDEMNATION PROCEEDINGS,
COMPENSATION:**

1-8B-6: ACTING VILLAGE ATTORNEY:

1-8B-1: CREATION OF OFFICE, APPOINTMENT AND BOND:  

There is hereby created the office of village attorney, an executive office of the village. The attorney shall be appointed by the village president, with the advice and consent of the board of trustees, to serve a term of one year. The bond of the village attorney shall be fixed as set out in section 1-8-5 of this chapter.

1-8B-2: SPECIAL COUNSEL:  

The village president, with the consent of the board of trustees, may from time to time retain an attorney to represent or advise the village on legal matters if no village attorney has been appointed; and he may likewise retain special counsel to advise or represent the village on special matters or to assist the village attorney. (1968 Code §4.102)

1-8B-3: GENERAL POWERS AND DUTIES:  

- A. Attendance At Meetings: The attorney shall attend all meetings of the president and board of trustees and all meetings of the board of local improvements. (1968 Code §4.106)
- B. Ordinances And Documents: The attorney shall, on direction of the president or board of trustees, draft or supervise the drafting of all ordinances and resolutions to be acted on, and all contracts or other documents in which the municipality is interested. (1968 Code §4.103)
- C. Suits And Actions: The attorney shall prosecute or defend any and all suits or actions at law or equity to which the village may be a party or in which it may be interested, or which may be brought against or by any officer of the village on behalf of the village or in the capacity of such person as an officer of the village, except such suits or actions as are defended by attorneys retained by the village's insurance carriers pursuant to their rights under insurance policies, or the village's risk management agency in accordance with its bylaws and the rights of its excess insurers under applicable insurance policies, or traffic or housing court citations prosecuted by the village prosecutor or matters brought before the village's administrative hearing officer that hears administrative adjudication matters.
- D. Advice: The attorney shall be the legal advisor of the village and shall render advice on all legal questions affecting it, whenever requested to do so by any village official. Upon request by the president or the board of trustees, he shall reduce any such opinion to writing. (1968 Code §4.105)

1-8B-4: COMPENSATION:  

The attorney shall receive such compensation as may be decided from time to time by the board of trustees. (1968 Code §4.107)

**1-8B-5: SPECIAL ASSESSMENT AND CONDEMNATION PROCEEDINGS,
COMPENSATION:**  

The attorney shall carry through to completion all special assessment proceedings and condemnation proceedings for which he shall receive additional compensation based upon the fair and reasonable value of his services. (1968 Code §4.108)

1-8B-6: ACTING VILLAGE ATTORNEY:

In the event the village attorney shall be incapacitated from performing the duties of his or her office, or in the event of a vacancy in the office village attorney, a qualified person shall be appointed as acting village attorney by the president, with the advice and consent of the board of trustees, during such absence, incapacity or vacancy, with all the powers and duties of that office, who shall perform all the duties thereof without

furnishing any additional bond if such appointee shall already be under bond in any other capacity. If such appointment shall be a person not already under bond to the village, such appointee shall furnish a bond in such amount and with such surety as may be approved by the president and board of trustees, unless said bond is waived by the president and board of trustees.

ARTICLE C. VILLAGE TREASURER

1-8C-1: APPOINTMENT AND TERM:

1-8C-2: BOND:

1-8C-3: DUTIES:

1-8C-4: DEPOSIT OF FUNDS:

1-8C-5: RECORDS AND REPORTS:

1-8C-6: ACCOUNTS:

1-8C-7: WARRANTS, TRANSFER OF FUNDS:

1-8C-8: ACTING VILLAGE TREASURER:

1-8C-1: APPOINTMENT AND TERM:

There is hereby created the office of village treasurer, who shall be appointed by the village president by and with the advice and consent of the board of trustees, to serve a term of one year. (1968 Code §4.801)

1-8C-2: BOND:

The village treasurer shall give a bond before entering upon the duties of his office in the amount set out in section 1-8-5A of this chapter. This bond shall be conditioned upon the faithful performance of his duties as the treasurer, and shall be conditioned to indemnify the village for any loss by reason of any neglect of duty or any act of the treasurer. (1968 Code §4.802)

1-8C-3: DUTIES:

The treasurer shall perform such duties as may be prescribed for him by statute or ordinance. He shall receive all money paid into the hands of such other officer or employee as may receive it, and he shall pay out money only on vouchers or orders properly signed by the village president and the village clerk. (1968 Code §4.803)

In addition, the treasurer shall collect and receive all money due on special assessments and special taxes, and shall keep such records pertaining to such collection as may be required by statute or ordinance¹. (Ord. 77-8, 3-1-1977, eff. 4-20-1977)

All monies received on any special assessment shall be held by the treasurer as a special fund to be applied only to the payment of the improvement or bonds and vouchers issued

therefor, together with interest thereon, for which the assessment was made. Payments on bonds or vouchers shall be made in accordance with the statutes². (1968 Code §4.807)

1-8C-4: DEPOSIT OF FUNDS:

The treasurer shall deposit the village funds not less frequently than once each week in such depositories as may be selected from time to time as provided by law; and he shall keep the deposits of the village money separate and distinct from his own money, and shall not make private or personal use of any village money. (1968 Code §4.804)

1-8C-5: RECORDS AND REPORTS:

- A. The treasurer shall keep records showing all money received and paid out by him, showing the source from which it is received and the purpose for which it is paid, and he shall keep records at all times showing the financial status of the village. (1968 Code §4.805)
- B. The treasurer shall make such reports regarding delinquent special assessments as are required by statute, and shall make a monthly report to the board of trustees showing what money has been received and the sources thereof. The treasurer shall also make an annual report during the last month of the fiscal year showing the activities of his office. (Ord. 77-8, 3-1-1977, eff. 4-20-1977)

1-8C-6: ACCOUNTS:

The treasurer shall keep such books and accounts as may be required by statute or ordinance, and he shall keep them in the manner required by the board of trustees. (1968 Code §4.806)

1-8C-7: WARRANTS, TRANSFER OF FUNDS:

All warrants drawn on the treasury must be signed by the village president and countersigned by the village clerk, stating the particular fund or appropriation to which the same is chargeable, and the person to whom payable. (1968 Code §4.808)

1-8C-7: ACTING VILLAGE TREASURER:

In the event the village treasurer shall be incapacitated from performing the duties of his or her office, or in the event of a vacancy in the office of village treasurer, a qualified person shall be appointed as acting village treasurer by the president with the advice and consent of the board of trustees during such absence, incapacity or vacancy with all the powers and duties of that office, who shall perform the duties thereof without furnishing any additional bond if such appointee shall already be under bond in any other capacity.

Footnotes - Click any footnote link to go back to its reference.

[Footnote 1](#): See subsection [1-8D-2B](#) of this chapter for provisions applicable to the village director of finance.

[Footnote 2](#): 65 ILCS 5/9-2-132.

ARTICLE D. VILLAGE BUDGET OFFICER AND DIRECTOR OF FINANCE

1-8D-1: BUDGET OFFICER:

1-8D-2: DIRECTOR OF FINANCE:

1-8D-1: BUDGET OFFICER:

- A. Office Created, Appointment: There is hereby established the office of budget officer of the village. The budget officer shall be appointed by the village president with the advice and consent of the board of trustees for a term of one year, and said budget officer may hold another municipal office, either elected or appointed.
- B. Oath Of Office: Before entering upon the duties of that office, the budget officer shall take the oath of office required in section 1-8-4 of this chapter, which oath shall be filed in the office of the village clerk.
- C. Bond Of Office: Before entering upon the duties of his office, the budget officer shall execute a bond with security approved by the corporate authorities, payable to the village in the amount set out in subsection 1-8-5A of this chapter, conditioned upon the faithful performance of the duties of the office of budget officer and payment of all monies received by the budget officer, according to law and also the ordinances of the village. Such bond may provide that the obligation of the sureties shall not extend to any loss sustained by the insolvency, failure or closing of any bank organized and operated either under the laws of the state of Illinois or the United States wherein such officer has placed funds in his custody, if the bank has been approved by the corporate authorities as a depository for these funds.
- D. General Powers And Duties: The budget officer shall have the following powers and duties:
1. Permit and encourage and establish the use of efficient planning, budgeting, auditing, reporting, accounting and other fiscal management procedures in all municipal departments, commissions and boards.
 2. Compile an annual budget in accordance with 65 Illinois Compiled Statutes 5/8-2-9.3.
 3. Examine all books and records of all municipal departments, commissions and boards which relate to monies received by the village, municipal departments, commissions and boards and paid out by the village, municipal departments, commissions and boards,

debts and accounts receivable, amounts owed by or to the municipality, municipal departments, commissions and boards.

4. Obtain such additional information from the municipality, municipal departments, commissions and boards as may be useful to the budget officer for purposes of compiling a municipal budget, such information to be furnished by the village, municipal departments, commissions and boards in the form required by the budget officer. Any department, commission or board which refuses to make such information as is requested of it available to the budget officer shall not be permitted to make expenditures under any subsequent budget for the municipality until such municipal department, commission or board shall comply in full with the request of the budget officer.
 5. Establish and maintain such procedures as shall ensure that no expenditures are made by the municipality, municipal departments, commissions or boards except as authorized by the budget.
 6. Subject to prior written approval of the budget officer, the heads of municipal departments are hereby authorized to delete, add to, change or create subclasses within object classes budgeted previously to their departments. (Ord. 71-1, 1971)
- E. Acting Budget Officer: In the event the budget officer shall be incapacitated from performing the duties of his or her office, or in the event of a vacancy in the office of budget officer, a qualified person shall be appointed as acting budget officer by the president with the advice and consent of the board of trustees during such absence, incapacity or vacancy with all the powers and duties of that office, who shall perform the duties thereof without furnishing any additional bond if such appointee shall already be under bond in any other capacity.

1-8D-2: DIRECTOR OF FINANCE:

- A. Position Created: There is hereby created the position of director of finance.
- B. General Duties And Responsibilities: The director of finance shall be responsible for technical and administrative work in planning, organizing and directing the activities of the finance department.

Work responsibilities shall include overall administration and direction of the finance department, including budgeting, accounting, purchasing coordination, cash management and debt administration. Supervision shall be exercised over subordinate technical and clerical personnel in the various departmental activities. Considerable emphasis and responsibility shall be directed at policy formulation and financial analysis of village operations as well as the development of effective procedures and procedural improvements in the fiscal system of the village. Work shall be performed under the general administrative direction of the village administrator and shall be reviewed through conferences, reports and independent audits.

The director of finance shall:

1. Plan, organize, coordinate and direct the financial operations of the village; supervise and review the general procedures, methods and results of the various functional units of the finance department including accounting, budgetary data accumulation, payroll and employee benefit accounting, water billing and payment recording, receivable and payable accounting, and the coordination of electronic data processing of the village's financial data.
2. Confer with and advise subordinate personnel on work problems; conduct meetings with technical staff and explain work techniques and resolve operational problems.
3. Direct the maintenance of the central accounting system; direct the investment of surplus monies as permitted by law; direct the custody of all monies, funds and securities; meet with representatives of financial institutions and discuss bond issuance costs and advise the village administrator on the proper administration of bond issues and support recommendations with necessary information.
4. Develop budget forms and procedures to be used in the development of the annual village budget; assist department heads in budget preparation; develop revenue estimates; and, after approval of the budget, prepare monthly financial statements and assist in solutions to any budgetary problems.
5. Supervise the preparation of the payroll and benefit administration.
6. Develop cost information and apply cost analysis to various proposed capital improvements and major village projects. (Ord. 82-75, 11-16-1982)
7. Effective immediately following the discontinuance of the office of collector, it shall be the duty of the director of finance to collect and receive all money due on special assessments and special taxes that is not paid directly to the treasurer, and keep such records pertaining to such collection as may be required by statute or ordinance.
8. Effective immediately following the discontinuance of the office of collector, the director of finance shall issue licenses and permits, and provide forms therefor, where no provision to the contrary is made by statute or ordinance; and the director of finance shall collect and receive all monies previously collected and/or received by the village collector, including, but not limited to, all fees paid or required for licenses and permits in the absence of any provision to the contrary by ordinance or statute.
9. Effective immediately following the discontinuance of the office of collector, the director of finance shall make such reports regarding delinquent special assessments, as required by statute, and shall make a monthly report to the board of trustees showing what money has been received and the sources thereof. (Ord. 2008-108, 10-21-2008, eff. 4-30-2009)

- C. Acting Finance Director. In the event the finance director shall be incapacitated from performing the duties of his or her position, or the position becomes vacant, the village administrator may appoint an acting finance director, who shall have all the power and duties of that position until any such incapacity ends and the finance director returns to work and fulfills the duties of that position, or in the case of a vacancy, until a new finance director is hired.

ARTICLE E. DIRECTOR OF PUBLIC WORKS

1-8E-1: OFFICE CREATED, APPOINTMENT:

1-8E-2: GENERAL POWERS AND DUTIES:

1-8E-1: OFFICE CREATED, APPOINTMENT:

There is hereby created the office of Director of Public Works, an executive office of the Village. The said Director shall be appointed by the President by and with the advice and consent of the Board of Trustees for a term of one year. (1968 Code, §4.701)

1-8E-2: GENERAL POWERS AND DUTIES:

The Director of Public Works shall:

- A. Village Property: Be the custodian of all property of the Village which is not assigned to the care or custody of any other officer. (1968 Code, §4.707)
- B. Streets: Have charge of the construction and care of all public streets, alleys and driveways in the Village, and keeping the same clean. He shall see to it that all gutters and drains therein function properly and that the same are kept free from defects. (1968 Code, §4.702)
- C. Street Lighting: Supervise the lighting of the public streets and alleys, and keep the lighting system in efficient operation and good repair. (1968 Code, §4.703)
- D. Waterworks: Have charge of the operation and maintenance of the Municipal water distribution system. (1968 Code, §4.704)
- E. Sewers: In the absence of provisions to the contrary, he shall have charge of the construction and maintenance of all public sanitary and storm water sewers in the Village. (1968 Code, §4.705)
- F. Supervise Employees: All officers or employees assigned to the Department of Public Works shall perform their duties subject to the orders and under the supervision of the Director of Public Works. (1968 Code, §4.706)
- G. Acting Director of Public Works: In the event the director of public works shall be incapacitated from performing the duties of his or her office, or in the event of a

vacancy in the office of director of public works, a qualified person shall be appointed as acting director of public works by the president with the advice and consent of the board of trustees during such absence, incapacity or vacancy with all the powers and duties of that office, who shall perform the duties thereof without furnishing any additional bond if such appointee shall already be under bond in any other capacity.

ARTICLE F. BUILDING OFFICIALS

1-8F-1: DIRECTOR OF BUILDING DEPARTMENT:

1-8F-2: ELECTRICAL INSPECTOR:

1-8F-3: PLUMBING INSPECTOR:

1-8F-1: DIRECTOR OF BUILDING DEPARTMENT:

- A. Creation of Office; Appointment; Bond: There is hereby created the office of Director of the Building Department who shall be appointed by the Village President with the advice and consent of the Board of Trustees for a term of one year. The bond of the Director of the Building Department shall be fixed by the Board at the time of his appointment.¹
- B. Qualifications: To be eligible for appointment, the Building Director shall be generally informed on the quality and strength of building materials and prevailing methods of construction for safety, comfort and convenience.
- C. Duties: It shall be the duty of the Building Director to supervise the inspection of all buildings and structures being constructed, repaired or altered, as frequently as may be necessary to insure compliance with Village ordinances and to supervise those individuals empowered to act as building inspectors, plumbing inspectors and electrical inspectors.
1. Ex-Officio Plumbing Inspector: The Building Director shall act as ex-officio plumbing inspector and shall have the powers and perform all the duties connected with that office.
 2. Ex-Officio Electrical Inspector: The Building Director shall act as ex-officio electrical inspector and shall have the powers and perform all the duties connected with that office.
- D. Stop Orders: The Building Director shall have the power to order all work stopped on construction, alteration or repair of buildings in the Village when such work is being done in violation of any provision of any ordinance relating thereto or in violation of the zoning regulations of the Village. Work shall not be resumed after the issuance of such an order except on the written permission of the Building Director; provided, however, that if the stop order is an oral one, it shall be followed by a written stop order within an hour. Such stop order may be served by any building official or police officer.
- E. Entry Powers: The Building Director shall have the power to make or cause to be made an entry into any building or premises where the work of altering, repairing or

constructing of any building or structure is going on, for the purpose of making inspections at any reasonable hour.

- F. Copies of Permits to Assessors: In addition to all other duties, the Building Director shall forward to the Township Assessor and County Assessor a copy of each building permit issued within fifteen (15) days of such issuance. Each such copy shall show the legal description of the lot or area concerned, and the area estate index number, if any.
- G. Penalty: Any person who shall continue work in violation of a stop order of the Building Director shall be fined not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00) for each day on which any work in violation of such stop order is done.
- H. Acting Building Director: In the event the building director shall be incapacitated from performing the duties of his or her office, or in the event of a vacancy in the office of building director, a qualified person shall be appointed as acting building director by the president with the advice and consent of the board of trustees during such absence, incapacity or vacancy with all the powers and duties of that office, who shall perform the duties thereof without furnishing any additional bond if such appointee shall already be under bond in any other capacity.

1-8F-2: ELECTRICAL INSPECTOR:

The office of Electrical Inspector is hereby created. The Electrical Inspector shall be appointed by the Village President with the approval of the Board of Trustees and shall serve at their discretion. The duties of the Electrical Inspector shall include the examination of plans and specifications for, and the inspection of all electric wiring and equipment, and enforcement of all provisions of this Code affecting electrical work.

1-8F-3: PLUMBING INSPECTOR:

The office of Plumbing Inspector is hereby created. The Plumbing Inspector shall be licensed by the State of Illinois and appointed by the Village President with the approval of the Board of Trustees and shall serve at their discretion. The duties of the Plumbing Inspector shall include the examination of plans and specifications for and the inspection of all plumbing, sewerage and drainage installations, and enforcement of all provisions of this Code affecting plumbing and drainage not otherwise required by law to be enforced by other officials. (Ord. 73-29, 12-4-73)

Footnotes - Click any footnote link to go back to its reference.

Footnote 1: See Section 1-8-5A of this Village Code.

ARTICLE G. HEALTH OFFICER

1-8G-1: OFFICE CREATED; BOND:

1-8G-2: POWERS AND DUTIES:

1-8G-3: REPORTS:

1-8G-1: OFFICE CREATED; BOND:

There is hereby created the office of Health Officer, an executive office of the Village. Said Health Officer shall be appointed by the Village President by and with the advice and consent of the Board of Trustees for a term of one year. (1968 Code, §§4.601, 4.604)

1-8G-2: POWERS AND DUTIES:

- A. General: It shall be the duty of the Health Officer to enforce all Village ordinances containing provisions for the protection of public health. He shall make inspection of foodstuffs and of the premises used for storing or selling of provisions, and he shall perform such other duties and functions as may be required by statute or ordinance.

The Health Officer shall enforce all the rules and orders of the Board of Health, and shall attend the meetings of said Board when requested to do so by the presiding officer. (1968 Code, §4.602)

A reinspection fee of twenty five dollars (\$25.00) per inspection shall be charged in every instance where the party requesting the inspection fails to meet the requirements of any Village ordinance containing provisions for the protection of public health or fails to keep an appointment with the Health Officer. (Ord. 84-83, 11-6-84)

- B. Supervision: The Health Officer shall have and exercise a general supervision over the sanitary condition of the Village. All orders and directions emanating from the Health Department in the name of the Health Officer shall be performed by said Health Officer. (1968 Code, §4.605)

1-8G-3: REPORTS:

The Health Officer shall make such reports to the Board of Trustees as may be required. He shall also make recommendations for rulings, orders or ordinances respecting the public health, whenever he is requested to do so, or whenever he deems it advisable or necessary. (1968 Code, 84.603)

ARTICLE H. CHIEF OF POLICE

1-8H-1: CHIEF OF POLICE:

1-8H-2: ADMINISTRATIVE ASSISTANT TO THE CHIEF OF POLICE:

1-8H-3: DEPUTY CHIEF:

1-8H-4: VACATION OF POSITION:

1-8H-5: COMMANDER:

1-8H-1: CHIEF OF POLICE:

- A. Office Created: There is hereby created the office of chief of police. The chief shall be appointed by the village president with the advice and consent of the board of trustees; provided, that if any police officer or patrolman shall be appointed chief of police, he shall, while so serving, retain whatsoever rank he held in the police department and resume such rank when his services as chief terminate. (1968 Code, §5.003)
- B. Qualifications: No person shall be eligible to hold the office of chief of police unless he shall possess technical training in, or knowledge of, matters of public welfare and administration; police duties; scientific investigation of crime and criminals; crime prevention, traffic control and regulations; and municipal government as related to police regulations and enforcement of law, so as to reasonably qualify him/her as an expert in such matters. (1984 Code)
- C. Duties Of The Chief: The chief of police shall be the keeper of the village jail, and shall have custody of all persons incarcerated therein. He shall keep such records and make such reports concerning the activities of his department as may be required by ordinance or statute. The chief shall be responsible for the performance by the police department of all its functions and all persons who are members of the department shall serve subject to the orders of the chief of police. The chief of police shall execute or cause to be executed all orders directed to him by the health officer so far as they may relate to the preservation of the health of the village. (1968 Code, §5.004)
- D. Reports: The chief of police shall, prior to the first meeting of the village board in January of each year, make an annual report in writing to the president and board of trustees, of the state of the police department with a detailed report of the transactions of the department for the preceding year, with such statistics and suggestions in regard to the requirements of the department as he may deem advisable; and shall also make reports of any matter or thing concerning such department whenever requested by the village president or board of trustees. (1968 Code, §5.007)
- E. Records: It shall be the duty of the chief of police to keep a record of the names and addresses of all persons arrested or committed to the village jail or county jail, in a book to be provided for such purpose. Such record shall show the date of the arrest or committal, the number of days imprisoned, the amount of the fine, when and to whom paid, and the date of discharge or other disposition of such persons. (1968 Code, §5.008)

- F. Custody Of Stolen Property: The chief of police shall be custodian of all lost, abandoned or stolen property in the village. (1968 Code, §5.015)
- G. Rules And Regulations: The chief of police may make or prescribe such rules and regulations for the guidance of the members of the department as he shall deem fit, such rules to be binding on such members. (1968 Code, §5.019)
- H. Serving Processes: The chief of police shall be authorized to serve writs, summonses and other processes but no patrolman shall serve any such summons or process except on the order of the chief of police or the village president. (1968 Code, §5.016)

1-8H-2: ADMINISTRATIVE ASSISTANT TO THE CHIEF OF POLICE:  

- A. Office Created: There is hereby created the position of administrative assistant to the chief of police ("Administrative Assistant") a civilian, nonsworn administrative position reporting directly to the chief of police. The administrative assistant will have no supervisory authority over sworn police officers of the village and will not hold any rank over any sworn officer. The administrative assistant will not be subject to the jurisdiction of the board of fire and police commissioners of the village nor participate in the police pension fund. The administrative assistant shall be responsible for the monitoring and control of all administrative aspects in the Bartlett police department as assigned by the chief of police and/or the village administrator.
- B. Appointment: The administrative assistant shall be appointed by the chief of police with the approval of the village administrator.
- C. Qualifications: The position of administrative assistant requires a background in police work or related municipal administrative positions. A minimum of four (4) years' experience in a governmental administrative position is required. Additional requirements include:
 - 1. Knowledge of municipal budgeting techniques and constraints.
 - 2. General understanding of data processing functions.
 - 3. General knowledge of police work.
 - 4. Ability to initiate projects and see them through to completion.
 - 5. Ability to establish and maintain effective working relationships with employees.
- D. Duties: The duties of the administrative assistant shall include:
 - 1. Budget preparation and monitoring.
 - 2. Research of current police issues.

3. Code revision and monitoring.
4. Workflow and scheduling analysis.
5. Legislative monitoring and analysis.
6. Initiation and establishment of programs of research and planning. (Ord. 82-45, 7-20-1985)
7. Emergency management agency planning and coordination. (Ord. 82-45, 7-20-1985; amd. Ord. 99-97, 9-7-1999)
8. Citizen complaint handling.
9. Various other administrative duties as assigned.

E. Compensation And Benefits: The village president and board of trustees shall determine, by ordinance or resolution, the compensation for the administrative assistant. Benefits of the administrative assistant will be determined under appropriate sections of the personnel code relating to permanent full time employees.

F. Dismissal: Dismissal of the administrative assistant shall be in accordance with section 10 of the Bartlett personnel code, as amended by ordinance 82-19. (Ord. 82-45, 7-20-1982)

1-8H-3: DEPUTY CHIEF:  

A. Office Created: There is hereby created the office of deputy chief of police. There shall be two (2) such positions. Both deputy chief of police positions shall be filled by the chief of police. If a deputy chief shall, at a later date, no longer be a deputy chief of police, that person shall automatically revert to and continue the previous rank held in the department, and such person shall not lose that rank, if any, by virtue of this appointment.

B. Exempt Position: The deputy chief of police positions shall be exempt from applicable state statutes regulating the appointment, promotion, removal, discharge and/or discipline of law enforcement officials, officers and employees, including 65 Illinois Compiled Statutes 5/10-2.1-1 et seq., as amended, and the factors considered in filling said positions shall be as follows:

1. Job experience;
2. Management experience;
3. Budgeting knowledge;

4. Ability to plan;
5. Organizational skills;
6. Interpersonal skills;
7. Education/training;
8. Ability to evaluate and assign staff;
9. Ability to research wide and complex issues; and
10. Reporting skills.

C. Duties Of Deputy Chief Of Police: The duties of the deputy chief of police shall be as follows:

1. Act for the chief of police during the absence of the chief or as designated; and execute general and special assignments in the planning, administration, coordination, direction and review of departmental operations and activities.
2. Serve as a member of the department's management team; provide advice and assistance to the chief of police; assist in setting department goals and in evaluating the extent and nature of their accomplishment.
3. Represent the department in relationships with other governmental officials and members of the public; conduct special assignments at the direction of the chief of police.
4. Direct and coordinate activities and departments; develop policies and procedures; participate in the preparation of the department's budget; and administer administrative and staff services.
5. Perform any and all other duties assigned by the chief of police.
6. Other related work. (Ord. 96-101, 11-5-1996)

1-8H-4: VACATION OF POSITION:  

Upon the passage and approval of this ordinance, the position of lieutenant in the police department shall no longer be filled, other than as provided in subsection [1-8H-3A](#) of this article. (Ord. 96-101, 11-5-1996)

1-8H-5: COMMANDER:  

A. Office Created: There is hereby created the office of commander. There shall be three (3) such positions. The commander of police positions shall be appointed by the chief of police. If a commander shall at a later date, no longer be a commander of police, that person shall automatically revert to and continue the previous rank held in the department, and such person shall not lose that rank, if any by virtue of this appointment.

B. Exempt Position: The commander positions shall be exempt from applicable state statutes regulating the appointment, promotion, removal, discharge, and or discipline of law enforcement officials, officers, and employees, including 65 Illinois Compiled Statutes 5/10-2.1-1 et seq., as amended, and the factors considered in filling said positions shall be as follows:

1. Organizational skills;
2. Ability to plan;
3. Job experience;
4. Management experience;
5. Budgeting knowledge;
6. Interpersonal skills;
7. Education and/or training;
8. Ability to evaluate and assign staff;
9. Ability to research wide and complex issues;
10. Reporting skills; and
11. Ability to multitask.

C. Duties Of Commander: The duties of the commander of police shall be as follows:

1. a. Act as a watch commander on either day or night shifts, or
- b. Be assigned to supervise the investigation/youth section.
2. Serve as a member of the department's management team; provide advice and assistance to the chief of police; assist in setting department goals and in evaluating the extent and nature of their accomplishment.

3. Represent the department in relationships with other governmental officials and members of the public; conduct special assignments at the direction of the chief of police.
4. Direct and coordinate activities and departments; develop policies and procedures; participate in the preparation of the department's budget; and administer administrative and staff services.
5. Perform any and all other duties assigned by the chief of police.
6. Other related work. (Ord. 2001-163, 12-18-2001)

ARTICLE I. VILLAGE ENGINEER

1-8I-1: CREATION OF OFFICE:

1-8I-2: APPOINTMENT:

1-8I-3: BOND, OATH AND COMPENSATION:

1-8I-4: ATLASES AND RECORDS:

1-8I-5: POWERS AND DUTIES:

1-8I-6: ACTING VILLAGE ENGINEER:

1-8I-1: CREATION OF OFFICE:

There is hereby created the office of Village Engineer. (Ord. 93-63, 6-1-93)

1-8I-2: APPOINTMENT:

The Village Engineer shall be appointed by the President with the advice and consent of the Board of Trustees, to serve for a term of one year, but not longer than the term of the current Village President. (Ord. 93-63, 6-1-93)

1-8I-3: BOND, OATH AND COMPENSATION:

- A. Bond: Before entering upon the duties of office, the Village Engineer shall furnish a surety bond in the amount set out in Section 1-8-5 of this Title to be approved conditioned upon the faithful performance of the duties of his or her office. The premium for such bond shall be paid by the Village.
- B. Oath: Before entering upon the duties of office, the Village Engineer shall take and subscribe the oath prescribed by the statutes of the State of Illinois.
- C. Compensation: The Village Engineer shall receive such compensation as may be decided from time to time by the President and Board of Trustees. (Ord. 93-63, 6-1-93)

1-8I-4: ATLASES AND RECORDS:

The Village Engineer shall keep accurate atlases and records of all public works, including atlases of all underground water sanitary sewer and storm sewer lines, structures and appurtenances, owned by the Village. (Ord. 93-63, 6-1-93)

1-8I-5: POWERS AND DUTIES:

A. The Village Engineer shall advise the Village Board, and such Village officers as the Village Administrator directs, on all engineering matters referred to him or her and shall perform such duties as are provided by law, ordinance or contract, and in addition thereto, such other duties as may be imposed upon him or her by the Village Board or by the Village Administrator.

B. The Village Engineer shall:

1. Attend regularly scheduled Village Board meetings and Public Works Committee meetings as requested by the Village.
2. Review preliminary and final plats of developments, preliminary engineering submittals and attendance at all staff, Plan Commission, committee and Board meetings regarding preliminary plans, plats, PDs and PUDs related to engineering and planning issues all as requested by the Village.
3. Review final plans, specifications and project cost estimates of proposed projects and developments, provide recommendations of approval of said plans, specifications and project costs estimates and recommend bond amounts consistent with specific ordinances of the Village, all as requested by the Village.
4. Provide field observation for the installation of public improvements for new developments and review and approve letter of credit reductions based on said field observations and requests by developers.
5. At the request of the Village, provide necessary services to investigate, review, make recommendations and provide engineering for certain projects and developments.
6. Provide the necessary professional engineering services for motor fuel tax maintenance/construction projects and all other projects as requested by the Village.

C. The Village Engineer shall from time to time as required by the Village Board or the Village Administrator, make reports and specifications regarding public improvements, repairs of streets, bridges and sidewalks, or such other work as the Village Board or the Village Administrator may request, and shall make such suggestions to the Board or the Village Administrator, as the case may be, regarding the same, as shall in his or her judgment seem best and proper. (Ord. 93-63, 6-1-93)

1-81-6: ACTING VILLAGE ENGINEER:

In the event the village engineer shall be incapacitated from performing the duties of his or her office, or in the event of a vacancy in the office of village engineer, a qualified person shall be appointed as acting village engineer by the president with the advice and consent of the board of trustees during such absence, incapacity or vacancy with all the powers and duties of that office, who shall perform the duties thereof without furnishing any additional bond if such appointee shall already be under bond in any other capacity.

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 become effective ten days after its passage, execution by the Village President and publication in pamphlet form as required by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

ATTEST:

Kevin Wallace, Village President

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, and published in pamphlet form on _____, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles



Agenda Item Executive Summary

Item Name Professional Services Agreements Committee or Board Board

BUDGET IMPACT

Amount:	\$303,800	Budgeted	\$303,800
List what fund	General Fund		

EXECUTIVE SUMMARY

Approval of Professional Service agreements for Bryan Mraz, Robert Krupp, and Thomas Bastian.

ATTACHMENTS (PLEASE LIST)

Finance Department Memo
Resolutions
Agreements

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution 2017-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and Bryan E. Mraz & Associates, P.C.

MOTION: I move to approve Resolution 2017-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.

MOTION: I move to approve Resolution 2017-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Firm of Storino, Ramello & Durkin.

Staff: Todd Dowden, Acting Finance Director Date: April 25, 2017

**Village of Bartlett
Finance Department Memo
2017-12**

DATE: April 25, 2017
TO: Paula Schumacher, Acting Village Administrator
FROM: Todd Dowden, Acting Finance Director 
SUBJECT: Professional Services Agreements

Below is a summary of the proposed professional services agreements for fiscal year 2017/18.

- Bryan E. Mraz and Associates (Village Attorney)
No increase in hourly rates charged. Terms of the Agreement are the same as those approved in the past.

- Robert J. Krupp (Village Prosecutor)
No increase to the semi-monthly court appearance rate and no increase to the hourly rate for in court time and out of court legal services.

- Thomas M. Bastian, Storino, Ramello & Durkin (Administrative Hearing Officer)
Mr. Bastian acts as the Village's Administrative Hearing Officer and presides at Village Administrative Adjudication Hearings for motor vehicle seizure and impoundments. No increase in hourly rate charged.

MOTION: I move to approve Resolution 2017-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and Bryan E. Mraz & Associates, P.C.

MOTION: I move to approve Resolution 2017-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.

MOTION: I move to approve Resolution 2017-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Firm of Storino, Ramello & Durkin.

RESOLUTION 2017- -R

**A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICE
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT
AND BRYAN E. MRAZ & ASSOCIATES, P.C.**

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 Professional Service Agreement dated May 1, 2017, between Bryan E. Mraz & Associates, P.C. and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 2, 2017

APPROVED: May 2, 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 May 2, 2017, and approved on May 2, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

PROFESSIONAL SERVICE AGREEMENT

Made and entered at Bartlett, Illinois, as of May 1, 2017, by and between the VILLAGE OF BARTLETT, Cook, DuPage and Kane Counties, Illinois (the "Village") and the LAW OFFICES OF BRYAN E. MRAZ & ASSOCIATES, P.C., 111 East Irving Park Road, Roselle, Illinois, 60172 (the "Attorneys" or the "Firm").

WITNESSETH:

WHEREAS, the Village has appointed Bryan E. Mraz as its Village Attorney and said attorney is a principal in the Firm; and

WHEREAS, the Village desires to engage the services of the Attorneys to furnish legal services to the President and Board of Trustees of the Village, and the Attorneys are willing to furnish legal services to the President and Board of Trustees of the Village, at the rates hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

1. Scope of Services

The Attorneys agree to furnish to the Village in a competent and professional manner those legal services customarily provided by village attorneys, including, without limitation, attendance at regular Village Board meetings and those special Village Board meetings and committee meetings which the Attorney is requested to attend, attendance at such Zoning Board and Plan Commission meetings as the Attorney is requested to attend, consultation with the Village President and Trustees, consultation with the Village Administrator and staff members, drafting of ordinances, agreements and other documents, and handling of litigation, including administrative hearings as assigned by the Village, and such duties as are imposed upon the Village Attorney under the Village Municipal Code.

2. Changes.

The Village may, from time to time, request changes in the scope of the legal services to be performed hereunder. Such changes, which are mutually agreed upon by and between the Village and the Attorneys, shall be incorporated in written amendments to this Agreement.

3. Compensation. It is agreed that the Village will pay for the legal services of Bryan E. Mraz ("BEM"), principal of the Firm, and any associate of the Firm, at the following hourly rates:

<u>Description of Work</u>	<u>Hourly Rates</u>	
	BEM	Associate
For attendance at Village Board and Committee meetings and staff meetings, drafting Village ordinances, intergovernmental agreements and other contracts, except "Development Activities":	\$195.00	\$170.00
For court appearances in ordinary matters:	195.00	170.00
For drafting pleading, research, briefs and preparation of ordinary litigation matters:	190.00	170.00
For special activities (e.g., Villa Olivia covenants), annexation, disconnection, condemnation and boundary line and zoning litigation, including all meetings, research, pleadings, briefs, preparation, discovery, court appearances and drafting settlement agreements in connection with such special activities:	205.00	170.00
For drafting annexation agreements and ordinances annexing territory, rezoning property, approving PUDs and other special uses, granting variations, approving subdivision plats and developer negotiations ("Development Activities"):	235.00	170.00
For services in connection with the issuance of general obligation bonds, the lesser of (i) 1% of the bond issue, or (ii) the following hourly rates plus a flat fee of 0.20%:	205.00	170.00
For services in connection with the issuance of industrial revenue bonds, TIF revenue bonds, special service area bonds and bonds other than general obligation bonds, and/or developer notes at the following hourly rates. In addition, if the Village attorney is called upon to issue a written opinion to bond counsel, lender/underwriter and/or other third parties, the following additional flat fee will be charged to and paid by the developer as a cost of issuance as follows:	235.00	170.00
\$0 - \$1,000,000: \$10,000		
\$1,000,001 - \$5,000,000: \$12,500 plus .25% of the amount over \$1,000,000		
\$5,000,001 - \$10,000,000: \$15,000 plus .15% of the amount over \$5,000,000		
\$10,000,000: 0 plus .20% of the amount over \$10,000,000.		

The Firm shall also be reimbursed for directly related expenses (the "Additional Expenses") such as travel (\$0.29 per mile for automobile), reproduction, copying, courier services, subcontractors, etc.

4. Method of Payment.

The Attorneys shall submit a detailed invoice specifying the time spent by each attorney in the Firm on various projects for the Village and a summary of all Additional Expenses during the current billing period.

5. Billing Disputes.

In the event the Village President or any member or members of the Village Board have any questions with respect to the Firm's invoice, the Village may withhold payment and request that the attorney or attorneys responsible for the work or bill that is being questioned to be present at the next regular Village Board meeting immediately following the meeting at which said bill was originally placed on the "Bills List" for approval by the Village Board, to explain said invoice and answer any questions that the Village President, any of the Village Trustees or the Village Administrator may have with respect thereto.

6. Time of Performance.

The services of the attorney will begin May 1, 2017, and shall continue through April 30, 2018, unless sooner terminated by either party.

7. Termination.

Either party shall have the right to terminate this Agreement by written notice to the other party at least sixty (60) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the Attorneys, or any of them, under this Agreement shall at the option of the Village become its property, provided it pays for the cost of copying said documents and furnishes a copy thereof to the Attorneys.

8. Insurance.

The Firm shall maintain and keep in force during the term of this Agreement Commercial General Liability, Business Automobile and Professional Liability Insurance coverage in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	\$2,000,000.00
Product-Completed Operation	2,000,000.00
Each Occurrence Limit	1,000,000.00
Medical Expense Limit	5,000.00
Fire Damage (any one fire)	50,000.00

Business Automobile

Combined Single Limits (each accident)	\$1,000,000.00
Auto Medical Payments	5,000.00
Uninsured Motorist	1,000,000.00

Professional Liability

Each Claim	\$500,000.00
Aggregate	500,000.00

The Firm shall furnish the Village with a copy of a certificate(s) of insurance or with copies of the actual insurance policy(ies) evidencing that it has said insurance in effect within ten (10) days of a request for such documentation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

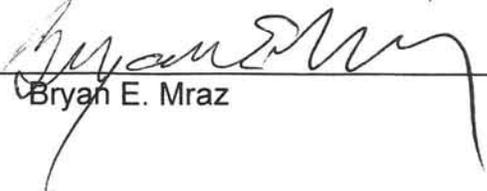
VILLAGE OF BARTLETT

By: _____
Kevin Wallace,
Village President

Attest:

Lorna Gilles, Village Clerk

BRYAN E. MRAZ & ASSOCIATES, P.C.

By:  _____
Bryan E. Mraz

RESOLUTION 2017- -R

**A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICE
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT
AND THE LAW OFFICES OF ROBERT J. KRUPP, P.C.**

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 Professional Service Agreement dated May 1, 2017 between the Law Offices of Robert J. Krupp, P.C. and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 2, 2017

APPROVED: May 2, 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 May 2, 2017, and approved on May 2, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

PROFESSIONAL SERVICE AGREEMENT

Made and entered at Bartlett, Illinois as of May 1, 2017, by and between the **VILLAGE OF BARTLETT**, Cook, DuPage, and Kane Counties, Illinois (the "Village") And the **LAW OFFICES OF ROBERT J. KRUPP, P.C.** (the "Attorneys" or the "Firm"). **WITNESSETH:**

WHEREAS, the Village desires to engage the services of **ROBERT J. KRUPP** ("Krupp") of the **LAW OFFICES OF ROBERT J. KRUPP, P.C.** to furnish legal services to the Village and

WHEREAS, Krupp, on behalf of the Firm is willing to furnish legal services to the Village, at the rates hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

1. Scope of Services and Compensation.

Krupp agrees to furnish the following services to the Village in a competent and Professional manner:

- a. Krupp will prosecute traffic minor ordinance violations on two Court days each month, as these Court days are scheduled by the Circuit Court of Cook County and designated as the Bartlett traffic calls. The Courtroom is located in the Third District Courthouse, Rolling Meadows, Illinois.
- b. As consideration for the in-court prosecution of traffic and minor ordinance violations on the two Court days each month, the Firm will be paid \$22,200.00 per year.
- c. Krupp also will prosecute zoning and building violation cases on the days the Circuit Court has established for the hearing of such cases, and prosecute any violations of the Village Liquor Control Ordinances before the Local Liquor Commissioner. As consideration for the prosecution of these cases, and the meetings, preparation of

pleadings and witnesses, and research, the Firm will be paid \$150.00 per hour in-court time and for out-of-court legal services. Travel time will be compensated at a rate of \$25.00 per hour. The Firm shall also be reimbursed for directly related expenses (additional expenses) such as long distance telephone calls outside the metropolitan Chicago area, reproduction and copying expenses and subcontractors, etc.

2. Changes

The Village may, from time to time, request changes in the scope of the legal services to be performed hereunder. Such changes, which are mutually agreed upon by and between the Village Administrator and the Firm, shall be incorporated in written Amendments to this Agreement.

3. Method of Payment.

The firm shall be paid \$925.00 per semi-monthly court appearance for the prosecution of traffic and minor ordinance violations, and shall submit a detailed invoice specifying the time spent by Krupp on various zoning, building and liquor ordinance violations handled by Krupp for the Village and for his travel time during the current billing period.

4. Billing Disputes

In the event the Village President or any member or members of the Village Board have any questions with respect to the Firm's invoice, the Village may withhold payment and request that Krupp be present at the next regular Village Board meeting immediately following the meeting at which said bill was originally placed on the "Bills List" for approval by the Village Board, to explain said invoice and answer any questions that the Village President, any of the Village Trustees or the Village Administrator may have with respect Thereto.

5. Time of Performance

The services of the attorneys will begin May 1, 2017, and shall continue through April 30,

2018, unless sooner terminated by either party.

6. Termination

Either party shall have the right to terminate this Agreement by written notice to the other party at least sixty (60) days prior to the specified effective date such termination. In such event, all finished and unfinished documents prepared by the Attorneys, or any of them, under this Agreement shall at the option of the Village become its property.

7. Insurance

The firm shall maintain and keep in force during the term of this Agreement Commercial General Liability, Business Automobile and Professional Liability Insurance Coverage in the following minimum amounts.

Commercial General Liability

General Aggregate Limit	\$1,000,000
Product-Completed Operation	\$1,000,000
Each Occurrence Limit	\$500,000
Personal Advertising Injury Limit	\$500,000
Medical Expense Limit	\$5,000
Fire Damage, Any one Fire	\$50,000

Business Automobile

Combined Single Limits (each accident)	\$500,000
Auto Medical Payments	\$5,000
Uninsured Motorist-Combined Single Limits	\$500,000

Professional Liability

Each Claim \$500,000.00

Aggregate \$500,000.00

Within ten (10) days of the date of this Agreement, the firm shall furnish the Village with a copy of a certificate(s) of insurance or with copies of the actual insurance policy(ies) evidencing that it has said insurance in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written:

VILLAGE OF BARTLETT

By: _____

Kevin Wallace, Village President

ATTEST:

By: _____

Lorna Giles, Village Clerk

LAW OFFICES OF ROBERT J. KRUPP, P.C.

By:  _____

Robert J. Krupp

LAW OFFICES

STORINO, RAMELLO & DURKIN

9501 WEST DEVON AVENUE
ROSEMONT, ILLINOIS 60018

(847) 318-9500

FACSIMILE (847) 318-9509

March 21, 2017

DONALD J. STORINO
MICHAEL K. DURKIN
RICHARD J. RAMELLO
NICHOLAS S. PEPPERS
THOMAS M. BASTIAN
ANGELO F. DEL MARTO
JAMES E. MACHOLL
BRIAN W. BAUGH
ANTHONY J. CASALE
ANDREW Y. ACKER
PETER A. PACIONE
MELISSA M. WOLF
MATTHEW G. HOLMES
MICHAEL R. DURKIN

THOMAS J. HALLERAN
ERIN C. TINAGLIA
ADAM R. DURKIN

JOSEPH G. KUSPER
MARK R. STEPHENS
BRYAN J. BERRY
ANN M. WILLIAMS
LEONARD P. DIORIO
RICHARD F. PELLEGRINO
DONALD J. STORINO II

OF COUNSEL

IN REPLY REFER TO FILE NO.

BARTL-1

Ms. Lorna Giles
Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103

Re: Professional Services Agreement

Dear Lorna:

Enclosed herewith please find two (2) original executed Professional Services Agreement regarding our services as administrative hearing officer for the Village of Bartlett. Please forward one (1) executed agreement to my attention.

Very truly yours,

STORINO, RAMELLO & DURKIN



By: Thomas M. Bastian

TMB/dcs
Encls.

RESOLUTION 2017- -R

**A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICE
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT
AND THE LAW FIRM OF STORINO, RAMELLO & DURKIN**

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 Professional Service Agreement dated May 1, 2017, between the Law Firm of Storino, Ramello & Durkin and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 2, 2017

APPROVED: May 2, 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 May 2, 2017, and approved on May 2, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement made and entered at Bartlett, Illinois this 1st day of May, 2017, by and between the VILLAGE OF BARTLETT, an Illinois municipal corporation, Cook, DuPage and Kane Counties, Illinois (the "Village") and the LAW FIRM OF STORINO, RAMELLO & DURKIN (the "Attorneys" or the "Firm").

WITNESSETH:

WHEREAS, the Village desires to engage the services of STORINO, RAMELLO & DURKIN, and in particular, Attorney THOMAS M. BASTIAN ("Bastian") of the LAW FIRM OF STORINO, RAMELLO & DURKIN, to furnish services as Administrative Hearing Officer to the Village; and

WHEREAS, Bastian and the Firm are willing to furnish said services to the Village, at the rates hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

1. **Scope of Services and Compensation**

Bastian and the Firm agree to furnish the following services to the Village in a competent and professional manner:

- a. Bastian and/or the Firm will act as the Village's Administrative Hearing Officer and preside at Village Administrative Adjudication Hearings for motor vehicle seizure and impoundments. In addition to actual time expended presiding at Village Administrative Hearings, travel time from Firm's office located in Rosemont, Illinois to the Village, extraordinary preparation time and preparation

of additional Findings of Fact and Orders will be billed at the following rate of \$150.00 per hour for actual time expended.

b. No allowance will be granted for return travel time after the conclusion of Administrative Hearings.

2. **Changes**

The Village may, from time to time, request changes in the scope of the services to be performed hereunder. Such changes, which are mutually agreed upon by and between the Village Administrator and the Firm, shall be incorporated in written Amendments to this Agreement.

3. **Method of Payment**

The Firm shall submit a detailed monthly invoice specifying the time spent by Bastian or other qualified member of the Firm on behalf of the Village during the current monthly billing period.

4. **Billing Disputes**

In the event the Village President or any member or members of the Village Board of Trustees have any questions with respect to the Firm's invoice, the Village may withhold payment and request that Bastian be present at the next regular Village Board meeting immediately following the meeting at which said bill was originally placed on the "Bills List" for approval by the Village Board, to explain said invoice and answer any questions that the Village President, any members of the Village Board of Trustees or the Village Administrator may have with respect thereto.

5. **Time of Performance**

The services of the attorneys will begin May 1, 2017, and shall continue through April 30, 2018, unless sooner terminated by either party.

6. **Termination**

Either party shall have the right to terminate this Agreement by written notice to the other party at least sixty (60) days prior to the specified date of such termination. In such event, any and all finished and unfinished documents including, but not limited to Findings of Fact and related Orders, prepared by Bastian or the Firm, or any of them, under this Agreement shall at the option of the Village become its property.

7. **Insurance**

The Firm shall maintain and keep in force during the term of this Agreement Commercial General Liability, Workers' Compensation and Professional Liability Insurance coverage in the following minimum amounts:

<u>Commercial General Liability</u>	
General Aggregate Limit	\$2,000,000.00
Product-Completed Operation	\$2,000,000.00
Each Occurrence Limit	\$ 500,000.00
Medical Expense Limit	\$ 5,000.00
Fire Damage, Any one Fire	\$ 50,000.00
<u>Employers Non-Owned Auto Liability</u>	
Combined Single Limits (each accident)	\$ 500,000.00
<u>Professional Liability</u>	
Each Claim	\$5,000,000.00
Aggregate	\$5,000,000.00

Workers' Compensation

Each Claim	\$ 500,000.00
Aggregate	\$ 500,000.00

Within ten (10) days of the date of this Agreement, the Firm shall furnish the Village with a copy of a certificate(s) of insurance or with copies of the actual insurance policy(ies) evidencing that it has said insurance in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

VILLAGE OF BARTLETT

By: _____
Kevin Wallace
Village President

Attest:

By: _____
Lorna Giles
Village Clerk

LAW OFFICES OF STORINO, RAMELLO & DURKIN

By: 
Thomas M. Bastian

Memorandum

To: Mayor Kevin Wallace, Liquor Commissioner
From: Paula Schumacher, Acting Village Administrator
Date: 4/24/2017
Re: Smokin' Pit BBQ Restaurant Liquor License

Section 3-3-15 of the Bartlett Liquor Control Ordinance provides that the liquor license of any licensee who has ceased to do business or closes its place of business for a period of more than thirty successive days shall lapse and be automatically forfeited.

The owners of Smokin' Pit BBQ located at 892. S. Route 59, held a Class B liquor license. The restaurant ceased doing business and closed as a place of business on January 17, 2017. Smokin Pit BBQ Restaurant has ceased doing business for more than thirty successive days and under our ordinance automatically forfeits their license.

The Class B license allows for the retail sale of beer and wine for use and consumption on the premises from 8:00 a.m. to 1:00 a.m. Sunday through Thursday and Friday and Saturday from 8:00 a.m. to 2:00 a.m.

The attached ordinance for your consideration adjusts the number of available licenses for the Class B license.

MOTION

I move to approve Ordinance 2017- _____, an Ordinance Amending Section 3-3-2-3: Class B of the Bartlett Liquor Control Ordinance.

SECTION FIVE: EFFECTIVE DATE

This ordinance shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: This 2nd day of May, 2017

APPROVED: This 2nd day of May, 2017

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2017-___ enacted on May 2, 2017 and approved on May 2, 2017 as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk



Agenda Item Executive Summary

Item Name: Additional Funds for 2017 Bridge Maintenance Project
Committee or Board: Village Board

BUDGET IMPACT

Amount:	\$ 100,000.00	Budgeted	Current Project
			\$260,000.00

List what fund: MFT Funds

EXECUTIVE SUMMARY

Enclosed is an MFT Resolution for consideration by the Village Board to direct additional funds for use in the 2017 Bridge Maintenance Project. There is a budget of \$260,000.00 for this project in the 2017 Capital Budget. Additional MFT funds will be needed to complete the work because Alliance Contractors Inc. submitted the low bid of \$329,487.86 for this project. We would like to go forward with this because the other bids were at least \$80,000.00 higher.

The attached resolution is being submitted in the amount of \$ 100,000.00. Any unused funds will be credited back to the MFT account for use on other projects.

ATTACHMENTS (PLEASE LIST)

Memo, IDOT Resolution, Bid Tab

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 \$100,000.00 FOR THE FY2017 BRIDGE MAINTENANCE PROJECT, AND:

TO AUTHORIZE THE VILLAGE CLERK TO SIGN SAID MFT RESOLUTION.

Staff: Dan Dinges

Date: May 2, 2017

Director of Public Works

MEMORANDUM

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: Resolution for the 2017 MFT Bridge Maintenance Project
Date: April 21, 2017

Enclosed is an MFT Resolution that needs to be adopted by the Village Board in order to use additional MFT funds for bridge maintenance of the Struckman bridge over the West Branch of the DuPage River, Schick Rd. bridge over the West Branch of the DuPage River and the Schick Rd. bridge over the CN railroad tracks.

Bridge Maintenance and Construction Engineering	\$ 100,000.00
---	---------------

The referenced resolution is being submitted in the amount of \$ 100,000.00 and will commit additional funds to this project. 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.



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
2017- -R	Supplemental	17-00000-02-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Bartlett Illinois that there is hereby appropriated the sum of \$100,000.00 One Hundred Thousand Dollars (\$100,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 04/20/17 to 12/31/17.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Bartlett shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Lorna Giless Village Clerk in and for said Village of Bartlett in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Bartlett at a meeting held on 05/02/17.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 2nd day of May, 2017.

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date



Agenda Item Executive Summary

Item Name: 2017 MFT-Bridge Maintenance Committee or Board: Village Board

BUDGET IMPACT

Amount:	\$ 360,000.00	Budgeted	\$ 260,000.00 current, plus \$100,000.00 additional
List what fund	MFT Funds		

EXECUTIVE SUMMARY

On April 6, 2017 a *Notice to Bidders* was published in the IDOT Bulletin and the Village web site, soliciting bids for the 2017 Bridge Maintenance Project. This project consists of curb & gutter, side walk, milling and asphalt resurfacing, misc. concrete repair to the deck, repair and paint structural members and guardrail and fence repair. The work will be performed on three separate bridges. Five bid packets were distributed to prospective bidders. Bids were due no later than April 17, 2017 at 11:00 AM., Three bid packets were returned. Alliance Contractors Inc. submitted the low bid of \$329,487.86 for this project. Alliance Contractors Inc. have worked in the Village in the past and we were satisfied with the quality of their work and they also have the Stearns Road Culvert Extension project.

There is a budget of \$260,000.00 for this project in the 2017 capital project budget. An additional \$100,000.00 will be requested to complete this project, for a total of \$360,000.00.

Based upon the bid submitted and the additional funds requested, I recommend the bid be awarded to Alliance Contractors Inc.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Bid Tab, Agreement

ACTION REQUESTED

For Discussion Only _____ Ordinance _____
Resolution X

Motion: I MOVE THE VILLAGE BOARD APPROVE RESOLUTION 2017 _____, A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND ALLIANCE CONTRACTORS INC. FOR THE 2017 BRIDGE MAINTENANCE PROJECT IN THE AMOUNT OF \$329,487.86

Staff: Dan Dinges

Date: May 2, 2017

Director of Public Works

MEMO

Date: April 21, 2017

To: Paula Schumacher, Village Administrator

From: Dan Dinges, Public Works Director

Re: *2017 Bridge Maintenance Project Bid Opening*

On April 6, 2017 a *Notice to Bidders* was published in the IDOT Bulletin and the Village web site, soliciting bids for the 2017 Bridge Maintenance Project. This project consists of curb & gutter, side walk, milling and asphalt resurfacing, misc. concrete repair to the deck, repair and paint structural members and guardrail and fence repair. The work will be performed on three separate bridges. Five bid packets were distributed to prospective bidders. Bids were due no later than April 17, 2017 at 11:00 AM., Three bid packets were returned.

Alliance Contractors Inc. submitted the low bid of \$329,487.86 for this project. Alliance has worked for the Village in the past and we have been satisfied with the quality of their work. Alliance was also awarded the 2017 Stearns Road Culvert Extension project.

There is a budget of \$260,000.00 for this project in the 2017 Capital Budget and we will need additional MFT funds to complete it. However, we believe it is advantageous to proceed with the project despite the increased budget. We received only three bids for the work, which involves three separate bridges over water and railroad tracks, making the project somewhat unique and more expensive. An estimate from earlier in the year was increased by 20% to use for budgeting purposes, but did not cover the increase. As noted above, Alliance will be working on the Stearns Road Culvert Extension Project this summer. This gives them the opportunity to save some mobilization costs and pass the savings on to us. Alliance was the low bid by more than \$80,000.00.

I have attached a bid tally sheet for your review.

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 2017 BRIDGE MAINTENANCE 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 2017 Bridge Maintenance Project, as more fully set forth in the Agreement hereinafter described in Section Two hereof (the "Project Work"), is hereby approved and an agreement 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 \$329,487.86.

SECTION TWO: That the 2017 Bridge Maintenance 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 May 2, 2017.

APPROVED May 2, 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 May 2, 2017, and approved on May 2, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



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 VARIOUS (2017 BRIDGE MAINTENANCE)
 SECTION NO. 17-00000-02-GM
 TYPES OF FUNDS MFT

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

For Municipal Projects
 Submitted/Approved/Passed

Mayor President of Board of Trustees Municipal Official

Date

Department of Transportation

Concurrence in approval of award

Regional Engineer

Date

For County and Road District Projects
 Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

County Du Page
Local Public Agency Village of Bartlett
Section Number 17-00090-00-BR
Route 2017 Bridge Maintenance

1. THIS AGREEMENT, made and concluded the _____ day of _____, May,
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 17-00000-02-GM, in The Village of Bartlett, approved by the Illinois Department of Transportation on 3-28-17, 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 _____

(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

Memorandum

To: Paula Schumacher, Acting Village Administrator
From: Scott Skrycki, Assistant to the Administrator
Date: April 25, 2017
Re: Metra Parking App and Lot Reconfiguration

At the April 4th Committee of the Whole meeting, staff presented two changes regarding the commuter lot in the downtown. The first change would be to add a new form of payment and the second change would be to increase permit parking.

Payment

Staff is looking to do business with Passport Parking Inc., a company out of North Carolina. The company has a retention rate of 100% and all communities that were surveyed were satisfied with the level of service. As a part of the new pay app, staff is looking to phase out two pay stations. The traditional form of payment will still be available.

Attached are the software license and service agreements.

Increased Permit Parking

The second change is an increase to permit parking. The current lot of 746 spots has one lot of 118 total permit spots. Staff is looking to increase that to five lots of 401 spots.

Upon approval of this agreement, staff will be setting up a timeline and educational campaign prior to roll out of the payment app as well as the new parking layout.

MOTION: I move to approve Resolution 2017-_____, a resolution approving the software license and service agreement between the Village of Bartlett and Passport Parking

RESOLUTION 2017 - _____

**A RESOLUTION APPROVING OF THE SOFTWARE LICENSE
AND SERVICE AGREEMENT BETWEEN THE VILLAGE OF
BARTLETT AND PASSPORT PARKING, INC.**

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

SECTION ONE: The Software License and Service Agreement, including Exhibits A, B, C, D and E, and Addendum No. 1 thereto, (the "Agreement"), between the Village of Bartlett and PassportParking, Inc., a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President is hereby authorized and directed to sign the Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

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

Lorna Giles, Village Clerk

SOFTWARE LICENSE AND SERVICE AGREEMENT

The following terms, including the terms and conditions found in all Exhibits and ADDENDUM NO. 1 attached hereto and expressly incorporated herein (the "Agreement"), represent the full understanding of PassportParking, Inc. ("Passport") and the Party named below ("Provider" and with Passport, the "parties" and each individually a "Party"). In exchange for the mutual covenants herein and other good and valuable consideration, the Parties agree and intend to be bound as follows:

I. GENERAL TERMS

Provider Legal Name:		Contact:	
Email:		Phone	
Provider Contact Address		Provider Billing Contact Address	
Offer Expiration:		If not accepted by Provider, this offer will expire on May 31, 2017	
Effective Date:			
Launch Delays: If Provider fails to launch the MPP, as applicable, within ninety (90) days after the Effective Date above, Provider will pay a monthly platform fee to Passport equal to the lesser of \$1,500.00 or any applicable monthly fee per platform (MPP) for which the launch has been delayed beyond ninety (90) days from the Effective Date.			
Services: Passport will provide services (the "Services") and license all software, including all web and mobile applications and related documentation, (the "Software") necessary for Provider to operate: <ul style="list-style-type: none"> a mobile payment for parking program ("MPP") which allows all parking customers in any parking facilities owned or managed by Provider (the "Premises") the ability to pay for parking using a smartphone application or mobile web application; a citation management platform ("CMP") which allows Provider's parking enforcement officers in any or all parking facilities owned or managed by Provider (the "Premises") the ability to issue parking citations that may be paid online through Passport's payment portal; and a digital permitting platform as described in Exhibit E. 			
Governing State Law:		Illinois	
Termination: Either Party may terminate this Agreement for convenience by providing sixty-days written notice to the non-terminating Party.			

II. MOBILE PAYMENT FOR PARKING TERMS

Equipment Provided by Passport:	Initial Signs: 1 per block face containing on-street parking + 1 per 50 off-street parking spaces	Initial Decals: 8
<p>Installation: Provider will be solely responsible for installing all signs and decals in the Premises. This obligation includes the responsibility to provide all hardware necessary to affix and display signs and decals, including without limitation, all hooks, poles, posts, brackets, screws, bolts, and nuts</p>		
<p>Marketing Services: Passport will provide the marketing services described in Exhibit C for the fees listed therein.</p>		
<p>Ancillary Fees:</p> <ul style="list-style-type: none"> a) Zone setup fees of three dollars (\$3.00) per space have been <i>WAIVED</i> b) Initial Signage and Sticker fees have been waived up to unit prices of twenty dollars (\$20.00) per sign and three dollars (\$3.00) per decal c) Provider will pay a ten dollar (\$10.00) administrative fee over sign and shipping costs per sign for any replacement signs purchased through Passport d) Provider will pay a one dollar (\$1.00) administrative fee over decal and shipping costs per decal for any replacement decals purchased through Passport e) Passport will provide a design file to allow Provider to print replacement signs and decals f) Provider will reimburse Passport for any and all reasonable travel, lodging, and food expenses incurred by Passport employees while traveling at Provider's request. g) Provider will pay a custom design fee of one thousand five hundred dollars (\$1,500.00) for changes to the design of Passport's signs and decals. h) All other fees and charges contained in all other Exhibits 		
<p>Merchant Validation Program: Passport will provide the option for local merchants to validate parking in the Premises. Each merchant that wishes to issue validation codes to parking customers in the Premises will be required to create a prepaid account out of which validation payments will be made. Passport will be the merchant of record for these accounts, and any parking fees (excluding Passport per transaction fees) paid through validation by local merchants will be transferred to Provider in the form of bill credits each month</p>		

III. Citation Management Platform Terms

Equipment:

- a) Provider must purchase a sufficient number of Android-based handheld devices for each parking enforcement officer to have access to one device while conducting parking enforcement activities
- b) Passport will provide custom setup for Android devices, including installing and configuring the Software and pairing the device with a Bluetooth-enabled printer for an additional fee of \$300.00
- c) Provider must maintain at its sole cost one wireless data plan for each Android device
- d) Provider must possess at least one Bluetooth-enabled printer per Android device described above
- e) If Provider chooses to purchase additional Bluetooth-enabled printers through Passport, the prices are as follows:
 - i) ZebraIMZ320: \$600.00 with charger
- f) In addition to the unit costs per Bluetooth-enabled printer above, Provider will be responsible for paying all shipping costs and printer paper costs
- g) If Provider orders custom printer paper through Passport, Provider will be responsible for paying the costs of creating, printing, and shipping such custom paper plus a 12% service fee to Passport. Passport is unable to provide estimated costs until specific details of Provider's order have been confirmed due to the variable costs of its 3rd party.

Collections Support (Passport will Provide the Selected Services):

- Passport will provide an online payment portal through which parking violators may pay outstanding parking citations
- After 15 days, parking citations issued by Provider will escalate in price and Passport will automatically generate and send a letter to each parking citation owner for which Passport has necessary state licensure authorization to perform a driver record lookup informing such parking violator that they have an outstanding parking citation and that the citation amount has increased.
- Passport will send a second letter forty five (45) days after issuance for each applicable unpaid citation owner.
- If authorized by the relevant driver licensure bureau, where a citation remains unpaid after thirty days after Passport has sent the letter described in subsection b) above, Passport will submit the relevant information to a collections agency to initiate a formal hard collections process

State Licensure Authorizations:

Passport will provide a list of states in which Passport has the authority to do driver record lookups upon request by Provider

IV. FEES

Per Transaction MPP Service and License Fee	\$0.32
Maximum Convenience Fee Passed through to Parking Customers:	\$0.32
CMP Service and License Fee Per Ticket Paid:	\$3.00
Cost Per Notification Letter Sent by Passport:	\$1.50
DPP Service and License Fee Per Permit Per Month:	\$1.00
Monthly Minimum Fees:	N/A
<p>Monthly Minimum: If the total per transaction fees payable to Passport according to the fees set forth above as a result of Provider's use of the MPP and CMP during any month are less than the monthly minimum fees, then, in addition to such fees, the Provider will pay the difference between the amount actually collected ("Paid") and the monthly minimum fees ("Minimum") as follows:</p> <p><i>Additional Amount Payable to Passport = Minimum - Paid</i></p>	
<p>Merchant Processing Costs: Provider will be responsible for paying all merchant processing costs, including, without limitation, settlement fees, payment gateway fees, chargeback fees, and interchange reimbursement fees.</p>	
Merchant of Record for Transactions:	X Passport Provider
Passport Merchant Processing Rate Per Transaction:	2.9% + \$0.30
Payment Gateway Provider:	X Passport Other
Passport Gateway Fee Per Transaction:	Included in merchant processing rate above

This Software License and Service Agreement ("Agreement") is entered into, as of the Effective Date first written above, between PassportParking, Inc. and the Provider named above. This Agreement includes and incorporates the terms and conditions found in this document, the Standard Terms and Conditions found in Exhibit A, and the terms and conditions found in all other Exhibits hereto.

PassportParking, Inc:

Provider:

By:

By:

Name:

Name:

Title:

Title:

EXHIBIT A

STANDARD TERMS AND CONDITIONS ATTACHMENT

SERVICE LEVELS

PASSPORT WILL PROVIDE HOSTING FOR THE SOFTWARE IN ACCORDANCE WITH ALL LOCAL LAWS AND REGULATIONS. PASSPORT'S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF AN ERROR OR INTERRUPTION OF THE SOFTWARE IS TO USE PASSPORT'S BEST EFFORTS TO RESTORE OR REPAIR THE SOFTWARE AS QUICKLY AS PRACTICABLE.

SYSTEM UPTIME

PASSPORT WILL PROVIDE THE SOFTWARE WITH UPTIME OF AT LEAST NINETY-NINE PERCENT (99%) CALCULATED OVER A ROLLING SIX-MONTH PERIOD ("UPTIME GUARANTEE"). FOR ANY MONTH DURING WHICH SYSTEM UPTIME DROPS BELOW THE UPTIME GUARANTEE, PASSPORT WILL PROVIDE A BILLING CREDIT IN AN AMOUNT EQUAL TO: THE PERCENTAGE DIFFERENCE BETWEEN A) THE LOWEST UPTIME REACHED AT ANY POINT DURING THE MONTH (CALCULATED ON A ROLLING SIX MONTH PERIOD) AND B) THE UPTIME GUARANTEE MULTIPLIED BY THE TOTAL FEES PAYABLE TO PASSPORT FOR SUCH MONTH. FOR EXAMPLE, IF DURING A GIVEN MONTH THE SOFTWARE UPTIME FELL AS LOW AS NINETY-FIVE PERCENT (95%) AND DURING THAT MONTH, THE FEES PAYABLE TO PASSPORT WERE ONE HUNDRED DOLLARS (\$100.00), PASSPORT WOULD ISSUE A BILLING CREDIT OF FOUR DOLLARS (\$4.00). FOR THE PURPOSES OF THIS AGREEMENT, UPTIME IS DEFINED AS ANY PERIOD OF TIME DURING WHICH END USERS OF THE SOFTWARE CAN USE THE SOFTWARE TO PAY FOR PARKING, PAY FOR MOBILE TICKETS, OR ISSUE PARKING CITATIONS, AS APPLICABLE.

DATA OWNERSHIP

ALL DATA AND INFORMATION PROVIDED TO PASSPORT BY PROVIDER WILL BE OWNED EXCLUSIVELY BY PROVIDER, AND PASSPORT HEREBY ACQUIRES AN IRREVOCABLE, NON-EXCLUSIVE, NON-TRANSFERRABLE, AND NON-SUBLEASEABLE LICENSE TO USE SUCH DATA ONLY AS NECESSARY TO PERFORM THE SERVICES SET FORTH IN THIS AGREEMENT DURING THE TERM. ALL DATA CREATED BY END USERS DURING THE COURSE OF THEIR USE OF THE SOFTWARE ("END USER DATA") WILL BE LICENSED TO PASSPORT ON THE TERMS SET

FORTH IN PASSPORT'S END-USER PRIVACY POLICY, AND PROVIDER WILL HAVE ACCESS TO ACCESS AND USE END USER DATA DURING THE TERM OF THIS AGREEMENT. AFTER THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, PASSPORT WILL PROVIDE A MACHINE READABLE COPY OF END USER DATA TO PROVIDER AS NECESSARY TO INFORM USERS OF THE AVAILABILITY OF SERVICES OFFERED TO A SUBSEQUENT REPLACEMENT VENDOR.

INTELLECTUAL PROPERTY

- (a) PROVIDER HEREBY ACQUIRES A REVOCABLE, NON-EXCLUSIVE, NON-ASSIGNABLE, NON-TRANSFERRABLE, AND NON-SUBLEASEABLE RIGHT AND LICENSE TO USE AND ACCESS THE SOFTWARE FOR ITS INTERNAL BUSINESS PURPOSES. ALL INTELLECTUAL PROPERTY RIGHTS INCLUDING, WITHOUT LIMITATION, TRADE NAMES, SOURCE CODE, TRADEMARKS, COPYRIGHTS, PATENTS, AND TRADE SECRETS, NOT EXPLICITLY GRANTED TO PROVIDER IN THIS AGREEMENT ARE RESERVED TO PASSPORT.
- (b) PROVIDER WILL NOT, DIRECTLY, INDIRECTLY, ALONE, OR WITH ANOTHER PARTY, (I) COPY, DISASSEMBLE, REVERSE ENGINEER, OR DECOMPILE THE SOFTWARE OR ANY SUBPART THEREOF; (II) MODIFY, CREATE DERIVATIVE WORKS BASED UPON, OR TRANSLATE THE SOFTWARE OR SOURCE CODE; (III) TRANSFER OR OTHERWISE GRANT ANY RIGHTS IN THE SOFTWARE OR SOURCE CODE IN ANY FORM TO ANY OTHER PARTY; (IV) ATTEMPT TO DO ANY OF THE FOREGOING OR CAUSE OR PERMIT ANY THIRD PARTY TO DO OR ATTEMPT TO DO ANY OF THE FOREGOING, EXCEPT AS EXPRESSLY PERMITTED HEREUNDER.

TECHNICAL SUPPORT

PROVIDER WILL FIELD ALL SUPPORT CALLS AND EMAILS FROM END-USERS. PASSPORT WILL PROVIDE SECOND TIER

TECHNICAL SUPPORT TO END USERS WHERE PROVIDER'S SUPPORT REPRESENTATIVE IS UNABLE TO PROVIDE A SATISFACTORY RESOLUTION TO AN END-USER SUPPORT INQUIRY AND REQUIRES ESCALATED TECHNICAL SUPPORT FROM PASSPORT. IN THIS CAPACITY AS PROVIDER'S ESCALATED TECHNICAL SUPPORT RESOURCE, PASSPORT WILL PROVIDE LIVE TELEPHONE SUPPORT MONDAY-FRIDAY FROM 9AM-5PM ET. PASSPORT WILL ALSO PROVIDE EMAIL SUPPORT. ALL EMAIL SUPPORT INQUIRIES WILL BE ANSWERED WITHIN TWO (2) HOURS DURING BUSINESS HOURS AND TWENTY-FOUR (24) HOURS DURING NON-BUSINESS HOURS. THESE HOURS APPLY ON ALL PASSPORT HOLIDAYS.

CUSTOM DESIGN REVISION FEES

FOR ANY CUSTOM DESIGN OR CONTENT ALTERATION SERVICES REQUESTED BY PROVIDER, INCLUDING WITHOUT LIMITATION, CUSTOMIZED SIGNAGE, CUSTOMIZED DECALS, CUSTOMIZED LOGOS, CUSTOMIZED WEBSITE CONTENT, CUSTOMIZED NOTIFICATION LETTER LANGUAGE, CUSTOMIZED PARKING CITATION LANGUAGE, OR ANY CUSTOM DESIGN WITHIN THE SOFTWARE PLATFORM, PASSPORT WILL PROVIDE A PROOF OF CONCEPT DESIGN. FOR NO ADDITIONAL FEE, PASSPORT WILL ALSO PROVIDE ONE REVISED VERSION OF THAT INITIAL PROOF OF CONCEPT BASED ON PROVIDER'S INPUT. PROVIDER WILL PAY A ONE THOUSAND DOLLAR (\$1,000.00) FEE PER PROOF OF CONCEPT REVISION FOR EACH REQUESTED REVISION THEREAFTER. AFTER PROVIDER'S ACCEPTANCE OF THE PROOF OF CONCEPT, PASSPORT WILL CREATE A FINAL DESIGN DRAFT. FOR NO ADDITIONAL FEE, PASSPORT WILL ALSO PROVIDE ONE REVISED VERSION OF THAT FINAL DESIGN DRAFT BASED ON PROVIDER'S INPUT. PROVIDER WILL PAY A ONE THOUSAND DOLLAR (\$1,000.00) FEE PER FINAL DESIGN REVISION THEREAFTER. THE FEES IN THIS SECTION WILL NOT NEGATE THE APPLICABILITY OF ANY OTHER FEE PAYABLE FOR CUSTOM DESIGN SERVICES, INCLUDING ANY PRIVATE LABEL FEES, CUSTOM DEVELOPMENT FEES, OR CUSTOM SIGNAGE FEES.

TRANSLATION SERVICES

IF PROVIDER REQUESTS THAT PASSPORT PROVIDE A VERSION OF ANY MOBILE APPLICATION OR MOBILE WEB APPLICATION INCLUDED IN THE SOFTWARE IN ANY LANGUAGE OTHER THAN ENGLISH, PROVIDER WILL PAY A ONE THOUSAND FIVE

HUNDRED DOLLAR FEE (\$1,500.00) FOR PASSPORT TO PERFORM OR SUBCONTRACT THE NECESSARY TRANSLATION SERVICES. PASSPORT WILL PROVIDE AN INITIAL VERSION OF ALL TRANSLATED TEXT. FOR NO ADDITIONAL FEE, PASSPORT WILL ALSO PROVIDE ONE REVISED VERSION OF SUCH TRANSLATION BASED ON PROVIDER'S INPUT. PROVIDER WILL PAY A ONE THOUSAND DOLLAR (\$1,000.00) FEE PER REVISION FOR EACH REQUESTED REVISION THEREAFTER.

WALLET SERVICES

PROVIDER MAY ELECT TO PROVIDE PARKING CUSTOMERS WITH A VIRTUAL WALLET (A "WALLET PROGRAM"). WITH A WALLET PROGRAM, PARKING CUSTOMERS WOULD BE REQUIRED TO PREPAY FUNDS INTO A WALLET ACCOUNT FOR THE PAYMENT OF FUTURE PARKING FEES AND/OR TRANSIT TICKET FARES.

MARKETING SERVICES

THE MARKETING AND PUBLIC RELATIONS SERVICES AND MATERIALS, IF ANY, PROVIDED BY PASSPORT AND ANY OPTIONAL MARKETING SERVICES, INCLUDING ASSOCIATED FEES, CAN BE FOUND IN EXHIBIT C OF THIS AGREEMENT. THE MARKETING SERVICES TO BE PERFORMED BY PROVIDER AT PROVIDER'S SOLE COST, IF ANY, CAN BE FOUND IN EXHIBIT D.

PUBLIC RELATIONS COOPERATION

THE PARTIES HEREBY AGREE THAT EACH PARTY WILL HAVE THE RIGHT TO DISCUSS AND DISPLAY QUALITATIVE INFORMATION REGARDING THE PARTIES' RELATIONSHIP. THE PARTIES FURTHER AGREE THAT PRIOR TO ANY DISCLOSURE OF ANY QUANTITATIVE INFORMATION REGARDING THE PARTIES' RELATIONSHIP, THE UTILIZATION OF THE SOFTWARE, OR ANY OTHER ELEMENT OF THE PARTIES' RELATIONSHIP, THE DISCLOSING PARTY MUST OBTAIN THE WRITTEN PERMISSION OF THE NON-DISCLOSING PARTY, EXCEPT FOR SUCH DISCLOSURE REQUIRED BY LAW, INCLUDING THE ILLINOIS OPEN MEETINGS ACT (5 ILCS 120/1.02, et seq) WHICH REQUIRES THE AGREEMENT TO BE DISCUSSED, DELIBERATED AND VOTED UPON AT AN OPEN PUBLIC MEETING, BUT ONLY TO THE EXTENT THAT DISCLOSURE OF ANY QUANTITATIVE INFORMATION REGARDING THE PARTIES' RELATIONSHIP, THE UTILIZATION OF THE SOFTWARE, OR ANY OTHER ELEMENT OF THE PARTIES' RELATIONSHIP IS REQUIRED BY LAW.

PAYMENT GATEWAY

PROVIDER MUST SUPPLY A PAYMENT GATEWAY FOR THE PAYMENT OF ALL FEES BY END USERS, AND PROVIDER WILL BEAR ALL COSTS ASSOCIATED WITH PROVIDING SUCH PAYMENT GATEWAY, INCLUDING ALL PER TRANSACTION COSTS. PASSPORT CAN PROVIDE SUCH GATEWAY SERVICES TO PROVIDER. EXHIBIT B CONTAINS A LIST OF PAYMENT GATEWAYS SUPPORTED BY PASSPORT. FOR ALL OTHER PAYMENT GATEWAYS, PASSPORT WILL CHARGE A TWO HUNDRED AND FIFTY DOLLAR (\$250.00) PER DEVELOPMENT HOUR NECESSARY TO PERFORM NECESSARY INTEGRATIONS.

REFUNDS AND DISCOUNTS

PASSPORT AGREES TO FOREGO OR RETURN, AS APPLICABLE, ITS PER TRANSACTION FEES FOR ANY REFUND GRANTED BY PROVIDER. PROVIDER WILL BE RESPONSIBLE FOR REIMBURSING PASSPORT FOR ALL MERCHANT PROCESSING FEES, INCLUDING WITHOUT LIMITATION PAYMENT GATEWAY FEES, SETTLEMENT FEES, AND INTERCHANGE REIMBURSEMENT FEES, IF ANY, INCURRED BY PASSPORT FOR ALL TRANSACTIONS, INCLUDING REFUNDED TRANSACTIONS.

INVOICING

PASSPORT WILL SEND MONTHLY INVOICES TO PROVIDER BY THE TENTH DAY OF EACH MONTH FOR ALL FEES PAYABLE TO PASSPORT THAT ACCRUED DURING THE PRECEDING MONTH. IF PROVIDER FAILS TO REMIT PAYMENT ACCORDING TO SUCH INVOICES WITHIN THIRTY (30) DAYS AFTER THE DATE ON THE INVOICE, PASSPORT WILL HAVE THE RIGHT TO SUSPEND PROVIDER'S ACCESS TO THE SOFTWARE.

SCHEDULED MAINTENANCE

IF PASSPORT PLANS TO PERFORM ANY SCHEDULED MAINTENANCE DURING BUSINESS HOURS, PASSPORT WILL PROVIDE NOTICE TO PROVIDER AT LEAST TWENTY-FOUR (24) HOURS IN ADVANCE OF THE COMMENCEMENT OF SUCH SCHEDULED MAINTENANCE. FOR THE PURPOSE OF THIS SECTION, "BUSINESS HOURS" MEANS MONDAY THROUGH FRIDAY BETWEEN 9 AM EASTERN TIME AND 5 PM EASTERN TIME.

PRODUCT UPDATES

ANY SYSTEM-WIDE IMPROVEMENTS OR MODIFICATIONS MADE BY PASSPORT TO THE SOFTWARE PLATFORM WILL BE PROMPTLY PROVIDED TO PROVIDER AND WILL AUTOMATICALLY BE SUBJECT TO THE TERMS

OF THIS AGREEMENT. THE PROVIDER MAY REQUEST NEW FEATURES OR FUNCTIONALITY TO BE BUILT INTO THE SYSTEM, AND, TO THE EXTENT THAT PASSPORT PLANS TO INCORPORATE SUCH REQUESTED NEW FEATURES OR FUNCTIONALITY INTO THE SOFTWARE, PASSPORT WILL DEVELOP SUCH FEATURES AND FUNCTIONALITY AT NO COST TO THE PROVIDER. IF THE PROVIDER DESIRES TO EXPEDITE SUCH DEVELOPMENT, PASSPORT MAY, AT ITS SOLE DISCRETION, CHARGE PROVIDER AN EXPEDITE FEE OF TWO HUNDRED DOLLARS (\$200.00) PER DEVELOPMENT HOUR NECESSARY TO DEVELOP THE REQUESTED FEATURES OR FUNCTIONALITY. IF THE PROVIDER'S REQUESTED FEATURES OR FUNCTIONALITY ARE CREATED FOR THE PROVIDER'S USE AND PASSPORT DOES NOT PLAN TO INCORPORATE SUCH REQUESTED FEATURES INTO THE SOFTWARE, PASSPORT MAY, AT ITS SOLE DISCRETION, CHARGE PROVIDER CUSTOM DEVELOPMENT FEE OF TWO HUNDRED AND FIFTY DOLLARS (\$250.00) PER HOUR FOR THE DEVELOPMENT OF SUCH FEATURES OR FUNCTIONALITY. IN ADDITION OR IN LIEU OF THE FEES SET FORTH IN THIS SECTION, PASSPORT MAY ESTABLISH A MONTHLY SOFTWARE LICENSE OR MAINTENANCE FEE THAT WILL BE MUTUALLY AGREED BETWEEN THE PARTIES. THE ADDITION OF ANY FEES, INCLUDING EXPEDITE FEES, SOFTWARE DEVELOPMENT FEES, SOFTWARE MAINTENANCE FEES, OR SOFTWARE LICENSE FEES WILL BE SET FORTH IN A WRITTEN ADDENDUM TO THIS AGREEMENT THAT THE PARTIES MUST EXECUTE AND MUST CONTAIN AT LEAST THE SCOPE OF THE WORK TO BE PERFORMED BY PASSPORT AND THE FEES ASSOCIATED THEREWITH. ANY ONE-TIME FEES ASSOCIATED WITH ANY REQUESTED WORK MUST BE PAID IN ADVANCE OF PASSPORT BEGINNING SUCH WORK.

THE PARTIES AGREE THAT PROVIDER MAY REQUEST A CHANGE TO THE SOFTWARE THAT INVOLVES THE ADDITION OF FUNCTIONALITY ALREADY AVAILABLE AS A COMPONENT OF ANOTHER PRODUCT WITHIN PASSPORT'S GENERAL TECHNOLOGY PLATFORM, INCLUDING WITHOUT LIMITATION CITATION MANAGEMENT TECHNOLOGY, AND IN THE EVENT THAT PASSPORT RECEIVES SUCH A REQUEST FROM PROVIDER, PASSPORT WILL PROVIDE AN ADDENDUM HERETO INCLUDING THE INCREASE IN FEES ATTRIBUTABLE TO THE ADDITION OF SUCH ADDITIONAL FUNCTIONALITY AND ANY APPLICABLE SERVICE OR LEGAL TERMS.

PROVIDER AGREES THAT IT HAS THE RIGHT TO MAKE SUCH A REQUEST AND EXECUTE SUCH ADDENDUM WITHOUT THE NEED FOR FURTHER COMPETITIVE BIDDING.

PIGGYBACK PROCUREMENTS

PROVIDER WILL ALLOW ANY PUBLIC AGENCY LOCATED IN THE UNITED STATES TO PURCHASE, AND PASSPORT TO OFFER TO THOSE PUBLIC AGENCIES, A SUBSTANTIALLY SIMILAR MOBILE PAY PROGRAM AT THE SAME PRICE AND UNDER THE SAME CONDITIONS AGREED UPON IN THIS AGREEMENT BETWEEN THE PARTIES, WITHOUT ANY FURTHER COMPETITIVE BIDDING, TO THE EXTENT PERMITTED BY LAW. EACH PUBLIC AGENCY WILL EXECUTE ITS OWN CONTRACT WITH PASSPORT FOR ITS REQUIREMENTS, FUNDING SUCH SERVICE OUT OF ITS OWN FUNDING SOURCES. PROVIDER SHALL NOT INCUR ANY FINANCIAL RESPONSIBILITY IN CONNECTION WITH PASSPORT'S CONTRACTING WITH SUCH OTHER PUBLIC AGENCIES FOR SUCH SERVICES.

CAPACITY

PROVIDER REPRESENTS AND WARRANTS THAT IT HAS OBTAINED OR WILL OBTAIN ALL LICENSES AND AUTHORIZATIONS NECESSARY TO LICENSE THE SOFTWARE. PROVIDER FURTHER REPRESENTS AND WARRANTS THAT THE SIGNER OF THIS DOCUMENT HAS THE AUTHORITY TO BIND PROVIDER TO THE TERMS HEREIN.

CONFIDENTIALITY.

PROVIDER AND PASSPORT AGREE TO TREAT ALL INFORMATION FURNISHED, OR TO BE FURNISHED, BY OR ON BEHALF OF THE OTHER PARTY AND INFORMATION ANALYSES, SUMMARIES AND OTHER WORK PRODUCT DERIVED FROM SUCH INFORMATION (COLLECTIVELY, THE "INFORMATION") IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION AND TO TAKE, OR ABSTAIN FROM TAKING, ALL ACTIONS SET FORTH HEREIN. THE INFORMATION WILL BE USED SOLELY IN CONNECTION WITH THE CONSUMMATION OF THIS AGREEMENT BETWEEN PASSPORT AND PROVIDER AND PROVIDER'S USE AND OPERATION OF THE SOFTWARE, AND WILL BE KEPT CONFIDENTIAL BY THE PROVIDER AND PASSPORT AND EACH PARTY'S OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS AND ADVISORS; PROVIDED, HOWEVER, THAT

- (a) ANY OF SUCH INFORMATION MAY BE DISCLOSED TO ELECTED OFFICIALS, OFFICERS, DIRECTORS,

EMPLOYEES, REPRESENTATIVES, AGENTS AND ADVISORS WHO NEED TO KNOW SUCH INFORMATION TO EXECUTE THIS AGREEMENT AND/OR

EFFECTIVELY USE THE SOFTWARE (SO LONG AS SUCH PERSONS ONLY USE OR DISCLOSE SUCH INFORMATION IN THE MANNER PERMITTED IN THIS SECTION), AND

- (b) SUCH INFORMATION MAY BE DISCLOSED TO THE EXTENT REQUIRED BY LAW, INCLUDING ANY OPEN RECORDS LAW, FREEDOM OF INFORMATION ACT, OPEN MEETINGS LAW, OR ANY OTHER LOCAL PUBLIC DISCLOSURE LAW APPLICABLE TO PROVIDER, AND
- (c) UPON THE REQUEST OF PROVIDER OR PASSPORT, THE OTHER PARTY WILL DESTROY OR RETURN TO PASSPORT ALL MATERIAL CONTAINING OR REFLECTING THE INFORMATION, TO THE EXTENT PERMITTED BY LAW.

LABOR STRIKES

IN THE EVENT THAT PASSPORT IS UNABLE TO PROVIDE SERVICE OR PROVIDER CEASES TO OPERATE IN THE ORDINARY COURSE OF BUSINESS DUE TO A LABOR STRIKE OF PROVIDER'S EMPLOYEES OR THE EMPLOYEES OF ANY OF PROVIDER'S SUBCONTRACTORS OR AFFILIATES (COLLECTIVELY, "PROVIDER'S EMPLOYEES") AND SUCH INABILITY OF PASSPORT TO PROVIDE SERVICES OR CESSATION OF OPERATIONS IN THE ORDINARY COURSE OF BUSINESS BY PROVIDER HAS A MATERIAL NEGATIVE IMPACT ON THE FEES DUE TO PASSPORT FOR ANY MONTH, PROVIDER WILL COMPENSATE PASSPORT IN AN AMOUNT EQUAL TO THE AVERAGE FEES PAID TO PASSPORT DURING THE THREE (3) MOST RECENT MONTHS DURING WHICH THERE WAS NO MATERIAL NEGATIVE IMPACT OF ANY LABOR STRIKE ON THE FEES PAID BY PROVIDER TO PASSPORT. FOR THE PURPOSES OF THIS SECTION, A MATERIAL NEGATIVE IMPACT WILL BE DEFINED AS ANY DIMINUTION OF MONTHLY FEES PAYABLE TO PASSPORT OF AT LEAST FIFTEEN PERCENT (15%) COMPARED TO THE FEES PAID BY PROVIDER TO PASSPORT FOR SERVICES AND SOFTWARE PROVIDED DURING THE MOST RECENT MONTH DURING WHICH THERE WAS NO ACTIVE LABOR STRIKE OF PROVIDER'S EMPLOYEES. A MATERIAL NEGATIVE IMPACT

WILL BE CONSTRUED TO HAVE OCCURRED DUE TO A LABOR STRIKE IF A MATERIAL NEGATIVE IMPACT OCCURS DURING A MONTH DURING WHICH PROVIDER'S EMPLOYEES ARE PARTICIPATING IN A LABOR STRIKE.

FORCE MAJEURE

NEITHER PASSPORT NOR PROVIDER WILL BE HELD LIABLE FOR ANY DELAY OR OMISSION IN PERFORMANCE OF THEIR DUTIES UNDER THIS AGREEMENT CAUSED BY CAUSES BEYOND THEIR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, ACTS OF THE PUBLIC ENEMY, FIRES, NATURAL DISASTERS, WARS, OR RIOTS (EACH A "FORCE MAJEURE EVENT").

EFFECT OF TERMINATION

IN THE EVENT THAT THIS AGREEMENT IS TERMINATED BY EITHER PARTY AS SET FORTH ABOVE, PROVIDER WILL PAY ALL FEES ESTABLISHED ABOVE FOR SERVICES RENDERED BY PASSPORT PRIOR TO TERMINATION.

DISCLAIMER

THE SOFTWARE IS PROVIDED TO PROVIDER BY PASSPORT "AS IS" AND WITH ALL FAULTS. PROVIDER ACKNOWLEDGES AND AGREES THAT PASSPORT BEARS NO LIABILITY FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY WITHIN THE SOFTWARE EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT. OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, NEITHER OF THE PARTIES MAKES ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO, ARISING OUT OF, OR IN CONNECTION WITH THE SOFTWARE AND RELATED SERVICES TO BE PERFORMED PURSUANT TO THIS AGREEMENT.

SEVERABILITY.

WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT WILL BE INTERPRETED AND CONSTRUED TO BE VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THE AGREEMENT IS FOUND TO VIOLATE APPLICABLE LAW, THE VIOLATING PROVISION WILL BE INEFFECTIVE ONLY TO THE EXTENT THAT IT VIOLATES THE LAW, WITHOUT INVALIDATING THE REMAINDER OF THE SECTION CONTAINING THE VIOLATING

PROVISION OR ANY OTHER PROVISIONS OR SECTIONS OF THIS AGREEMENT.

ASSIGNMENT

THIS AGREEMENT AND ALL OF ITS PROVISIONS WILL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNEES. NEITHER PASSPORT NOR PROVIDER MAY ASSIGN ANY RIGHTS, INTERESTS, OR OBLIGATIONS HEREUNDER WITHOUT PRIOR WRITTEN CONSENT OF THE OTHER PARTY, PROVIDED, HOWEVER, THAT PASSPORT MAY, WITHOUT SUCH WRITTEN CONSENT, ASSIGN THIS AGREEMENT AND ITS RIGHTS AND DELEGATE ITS OBLIGATIONS HEREUNDER IN CONNECTION WITH THE TRANSFER OR SALE OF ALL OR SUBSTANTIALLY ALL OF ITS ASSETS OR BUSINESS RELATED TO THIS AGREEMENT, OR IN THE EVENT OF ITS MERGER, CONSOLIDATION, CHANGE IN CONTROL OR SIMILAR TRANSACTION. ANY PERMITTED ASSIGNEE SHALL ASSUME ALL ASSIGNED OBLIGATIONS OF ITS ASSIGNOR UNDER THIS AGREEMENT. ANY PURPORTED ASSIGNMENT IN VIOLATION OF THIS SECTION SHALL BE VOID AND OF NO EFFECT.

CONTRACTUAL SILENCE

IF THE AGREEMENT FAILS TO ADDRESS A CONDITION, OBLIGATION, BENEFIT, OR OTHER TERM NECESSARY TO SUFFICIENTLY DEFINE THE RELATIONSHIP BETWEEN THE PARTIES OR RESOLVE A DISAGREEMENT OR CONFLICT REGARDING THE INTERPRETATION OR CONSTRUCTION OF THIS AGREEMENT, THE PARTIES AGREE TO REASONABLY COOPERATE TO DRAFT A MUTUALLY AGREEABLE AMENDMENT THAT CLARIFIES THE DUTIES, RIGHTS, AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT.

AMENDMENTS

THE PARTIES MAY NOT AMEND OR MODIFY THIS AGREEMENT EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY THE PARTIES (AN "AMENDMENT"). THE PARTIES AGREE THAT ADDENDM NO. 1 IS AN AMENDMENT THAT AMENDS AND MODIFIES THIS AGREEMENT.

CURRENCY

UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT, ALL FEES AND OTHER MONETARY AMOUNTS ARE IN UNITED STATES DOLLARS.

WHERE ANY MONETARY AMOUNT IN THE CONTRACT IS EXPLICITLY STATED IN A CURRENCY OTHER THAN UNITED STATES DOLLARS, THE EXCHANGE RATE WILL BE FIXED AT THE FOREIGN EXCHANGE RATE PUBLISHED BY THE UNITED STATES FEDERAL RESERVE FOR THE EFFECTIVE DATE (THE "INITIAL EXCHANGE RATE"). IN THE EVENT THAT THE APPLICABLE EXCHANGE RATE PUBLISHED BY THE UNITED STATES FEDERAL RESERVE FOR ANY DAY DURING THE TERM (THE "CURRENT INTEREST RATE") DEVIATES BY MORE THAN TEN PERCENT (10%) FROM THE INITIAL EXCHANGE RATE, THE PARTIES AGREE THAT THE INITIAL RATE WILL BE ADJUSTED BY FIVE PERCENTAGE TOWARDS THE CURRENT INTEREST RATE. THE EXCHANGE RATE UNDER THIS AGREEMENT AFTER SUCH ADJUSTMENT (THE "ADJUSTED RATE") WILL REMAIN IN EFFECT UNLESS AND UNTIL THE CURRENT INTEREST RATE AND THE ADJUSTED INTEREST RATE DIFFER BY MORE THAN TEN PERCENT (10%), IN WHICH CASE THE ADJUSTED RATE WILL BE ADJUSTED ACCORDING TO THE PROCESS SET FORTH ABOVE FOR ADJUSTING THE INITIAL EXCHANGE RATE.

COOPERATE

IF EITHER PROVIDER OR PASSPORT HAS A CLAIM, DISPUTE, OR OTHER MATTER IN QUESTION FOR BREACH OF DUTY, OBLIGATIONS, SERVICES RENDERED OR ANY WARRANTY THAT ARISES UNDER THIS AGREEMENT, THE PARTIES AGREE TO COOPERATE TO ACHIEVE A MUTUALLY BENEFICIAL RESOLUTION OF SUCH MATTER. IF AFTER SIXTY (60) DAYS THE DISPUTE REMAINS UNRESOLVED, THE PARTIES MAY PURSUE OTHER REMEDIES.

INDEPENDENT CONTRACTOR

PASSPORT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OR EMPLOYEE OF PROVIDER. NO AGENCY, PARTNERSHIP, FRANCHISE, JOINT VENTURE, OR EMPLOYMENT RELATIONSHIP EXISTS BETWEEN PASSPORT AND PROVIDER. PASSPORT'S EMPLOYEES AND AGENTS WILL NOT BE EMPLOYEES OR AGENTS OF PROVIDER. PASSPORT SHALL BE FULLY AND SOLELY RESPONSIBLE FOR THE SUPERVISION, CONTROL, PERFORMANCE, COMPENSATION, BENEFITS (INCLUDING, WITHOUT LIMITATION, ALL FORMS OF INSURANCE) WITHHOLDINGS, HEALTH AND SAFETY OF ALL OF ITS EMPLOYEES AND AGENTS. PROVIDER WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY WITHHOLDING TAXES OR CONTRIBUTIONS TO STATE WORKER'S COMPENSATION,

UNEMPLOYMENT OR OTHER FUNDS OR PROGRAMS.

LIMITATION OF LIABILITY

IN NO EVENT WILL PASSPORT BE LIABLE TO PROVIDER FOR ANY LOST PROFITS, LOST SAVINGS, OR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF PROVIDER USE OR INABILITY TO USE THE PRODUCT OR THE BREACH OF THIS AGREEMENT, EVEN IF PASSPORT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTICES

ALL NOTICES, CONSENTS, AND COMMUNICATIONS REQUIRED HEREUNDER SHALL BE GIVEN IN WRITING AND DELIVERED VIA ELECTRONIC MAIL OR MAIL, SHALL BE DEEMED TO BE GIVEN UPON RECEIPT THEREOF, AND SHALL BE SENT TO THE ADDRESS BELOW:

PASSPORT
1300 S. MINT STREET
SUITE 200
CHARLOTTE, NC 28203

EMAIL: JASON.IDILBI@PASSPORTINC.COM

ENTIRE AGREEMENT

THIS AGREEMENT, AS AMENDED BY THE TERMS AND CONDITIONS SET FORTH IN ADDENDUM NO. 1, REPRESENTS THE FULL AND COMPLETE UNDERSTANDING OF THE PARTIES AND SUPERSEDES ANY AND ALL PRIOR AGREEMENTS.

ADDENDUM NO. 1, WHICH IS APPENDED HERETO AND WHICH IS EXPRESSLY INCORPORATED HEREIN, AMENDS AND MODIFIES THESE STANDARD TERMS AND CONDITIONS. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND CONDITIONS SET FORTH IN THIS STANDARD TERMS AND CONDITIONS ATTACHMENT AND THE TERMS AND CONDITIONS OF ADDENDUM NO. 1, THE TERMS AND CONDITIONS OF ADDENDUM NO. 1 SHALL CONTROL

EXHIBIT B

SUPPORTED PAYMENT GATEWAYS

1. Authorize.net
2. Converge
 - Elavon Gateway Product
3. FirstData Direct Connect
4. Internet Secure
5. Moneris
6. Point and Pay

EXHIBIT C

Marketing Packages

Passport offers various marketing packages to augment the launch of the MPP. Please review carefully and choose the option that best fits your needs.

- Standard** **\$0**
 - Media press release
 - Social media posts from Passport accounts
 - Market subscription to our "The Latest from Passport" newsletter to stay up-to-date on industry news and best practices from others in the industry
 - Includes a feature in Passport client newsletter
 - Transition services from alternative mobile payment provider (if applicable)
 - E-mail blast to 10,000 users included (additional bands of 10,000 users: \$250)
 - 1,000 transition fliers for on-site distribution

- Bronze** **\$1,000**
 - *Includes Standard Package plus:*
 - 2,000 Marketing handout flyers (5x3) (additional 500 flyers: \$250)
 - 2,000 Marketing flyer (8.5x11) (additional 500 flyers: \$250)
 - 2 Social media image ad concepts
 - National Press distribution
 - 1,000 promotional code handouts (promotional budget not included)

- Silver** **\$2,500**
 - *Includes Bronze Package plus:*
 - Promotional landing web page
 - 1 specialty item design (ex: coaster, koozies, t-shirt, etc)
 - Order cost not included
 - 2 Email image concepts + body text
 - Design of (1) print ad (placement not included)

- Gold** **\$5,000**
 - *Includes Silver Package plus:*
 - Street team coordination (festivals, concerts, etc)
 - Geo targeted digital advertising coordination
 - Podcast with city official (to be chosen / selected by the city)
 - Additional specialty item design
 - Order cost not included
 - How-to video

- Platinum** **\$7,500**
 - *Includes Gold Package plus:*

- Promotional video
- Multi-page website
- Ongoing local media and blogger outreach (max 12 months)
- Any out of home design (billboards, sandwich boards, etc)

All materials and services provided hereunder are subject to the terms, limitations, and costs found in the Custom Design Revision Fees section of Exhibit A. For any additional services requested beyond the services provided under the Provider's chosen marketing package, Passport will charge a marketing services fee of one hundred and twenty-five dollars (\$125.00) per hour necessary to fulfill such Provider request. The minimum number of hours for the purpose of calculating the marketing services fee for any request is one hour.

EXHIBIT D

MPP MARKETING SERVICES PROVIDED BY PROVIDER

- Distribute information handouts that speak to the flow of the application for the first thirty (30) days after launch.
- Distribute promotional materials, which may include parking fee discount codes
- Incorporate Passport information on Provider's website, specifically in any section that concerns parking.
- Add information around the system to all internal and external Provider newsletters or publications.
- Inform all Provider staff about the application so that they can field questions on the program and spread awareness.
- Include a prompt to download the Passport Parking application on all citations issued through the city's citation management provider.

EXHIBIT E

DPP SCOPE OF SERVICES

Digital Permitting Platform (DPP) Scope

1. Overview and definitions
 1. The DPP product revolves around a digital, license plate-based permitting solution that integrates with Passport's OpsMan Mobile enforcement product (Citation Management Platform). DPP includes secondary support for physical permit management whereby the Provider can update permit records with operational information. Passport does not offer physical permit fulfillment, including but not limited to printing, mail service and mailing management.
 2. User - The permit applicant, permit holder, parker
 3. Employer - Provider's authorized clients for corporate management of Employee accounts
 4. Employee - A type of User who is partially managed by an Employer
 5. RMCPay - Online interface for User (RMC: "Resolve My Citation")
 6. OpsMan Web - Back-office management and reporting solution
 7. OpsMan Mobile - Android application which can be used to determine permit validity and may be used for citation management, as a part of the Citation Management Platform
 8. Administrator - Provider or Employer manager in OpsMan Web
2. Permits can be configured with the following attributes.
 1. Permit availability is public-facing on RMCPay.
 1. Back office private permit management and issuance outside of the RMCPay User flow is available.
 2. Zone-based availability and pricing is configurable. One or more distinct permit types can be tied to one or more distinct locations (lots, zones).
 3. Permits can be configured as a fixed period or on a recurring cycle.
 1. A fixed period is a one-time event defined by a discrete starting calendar date to ending calendar date range. It is often for seasonal or one-time extended access.
 1. E.g. A "Summer" seasonal permit: May 15 through September 15
 2. E.g. A special event permit, such as a conference: March 3 through March 5.
 2. A recurring cycle starts on any date and has a defined recurrence period such as a week, month, quarter or year.
 1. Defined cycles are discretely tied to blocks of days, including but not limited to whole years, quarters, months and weeks.
 1. E.g. Calendar monthly cycles, e.g. January, February, March, ... November, December
 2. E.g. Quarterly calendar cycles, e.g. Q1 (January - March), Q2, Q3, Q4
 2. Rolling cycles can be defined by day, week and month durations which begin at the time of purchase or approval.
 1. E.g. An annual cycle that begins on the date of approval and expires by that month and day in following year, e.g. May 16, 2017 to May 15, 2018

2. E.g. A 30-day cycle that begins on the date of approval (day one) and expires on the 30th day, e.g. January 2 - January 31.
4. Provider may allow Users/Employers (as applicable) to purchase permits for a given permit cycle prior to the commencement of such cycle. However, the permit purchasing period for a given cycle may only begin after the first day of the immediately preceding permit purchase cycle.
 1. E.g. A recurring monthly permit may be configured to be made available for purchase 31 days before the month begins. If the User is attempting to purchase a permit on January 31, only the January and February permits would be available despite January 31 being within 31 days of the March cycle.
5. Permit purchases can be pro-rated by day and by pre-defined blocking schemes for recurring and fixed cycle permits.
 1. Pro-rating by day is determined by calculating the fee of the total permit cycle less the days remaining in it. The fee is rounded to the nearest cent.
 1. E.g. A \$30 monthly permit for the month of March (30 days) purchased on the 11th would incur a \$20 charge as there are 20 days remaining (11-30) in the 30-day month.
 2. Provider may define a block pro-rating scheme. A permit cycle can be defined by a quantity of intervals, e.g. four weeks or three months. The block pro-rating occurs in those discrete intervals.
 1. E.g. In a permit cycle defined by a four week length, there are four one-week blocks. Purchasing a permit during the first week will incur the entirety of the permit fee. Purchasing a permit during the second week will incur $\frac{3}{4}$ of the permit fee. Purchasing a permit during the third week will incur $\frac{1}{2}$ of the permit fee. Purchasing a permit during the fourth and final week will incur $\frac{1}{4}$ of the permit fee.
 2. E.g. In a permit cycle defined by a three month length, there are three one-month blocks. Purchasing a permit during the first month will incur the entirety of the permit fee. Purchasing a permit during the second month will incur $\frac{2}{3}$ of the permit fee. Purchasing a permit during the third and final month will incur $\frac{1}{3}$ of the permit fee.
 3. Passport may review Provider's proposed alternative block pro-rating scheme. Passport retains the sole discretion to decide whether to create any requested custom report. Passport will charge a development fee for any custom reports created.
6. Digital permits enable the application of a permit to multiple vehicles. Provider may determine the configuration for a vehicle limit. If multiple vehicle support is enabled, OpsMan Mobile can detect the presence of a potential abuser who parks multiple registered vehicles in a permit area simultaneously.
7. Provider may define parameters for User auto-renewal and renewal payment confirmations. These parameters extend to all of the Provider's Employer accounts, i.e. one Employer may not have auto-renewal disabled if the Provider configuration has auto-renewal enabled.
 1. If a Provider has enabled auto-renewal, Users may opt in to auto-renewal. Opting in to auto-renewal requires opting into renewal reminders as well. Employers may manage Employee renewal privileges and revoke renewal ability and immediate permit use.

2. Whether or not auto-renewal is enabled, Users not on an auto-renewal schedule will receive an email notification to extend a permit.
8. Permits can have quantity limits and waitlisting rules.
 1. A permit quantity limit can be applied to any combination of permit type, recurring defined cycle and zone/lot.
 2. A permit limit is required for waitlist implementation. Waitlists have the following attributes:
 1. Available at any combination of zone, permit and recurring defined cycle type levels. (Same parameters as § 2.8.1)
 2. Users can see their approximate waitlist position in RMCPay before applying for a permit or while on the waitlist itself after applying for a permit.
 3. Permits can be automatically available when an existing permit holder drops from renewal. The DPP can send one email notification to the next User in the waitlist queue to take action.
 4. A time limit to act on waitlist availability may be configured. E.g. a User may have up to 10 calendar days to respond to the waitlist notification before missing the permit application opportunity.
 5. Administrators (Provider and, if applicable, Employers) can view and manage waitlists in OpsMan Web. Administrators can manually:
 1. Remove Users from waitlist
 2. Move Users' positions in the waitlist queue
 3. Allow Users to skip the waitlist

3. End-User Information

1. Passport's front-end site for permitting is called RMCPay. It is used for citation management as well and its name is derived from "Resolve My Citation." Provider must define and Passport must review and authorize a subdomain to be used for a web-based permit point of sale on rmcpay.com, e.g. "providertoperationname" in providertoperationname.rmcpay.com.
 1. Provider should provide a high-resolution logo that Passport must review and authorize for use on the RMCPay site.
 2. Default visual configuration is limited to a two-color scheme.
 3. All copy on the site is customizable and must be defined before implementation.
 1. Provider should provide Frequently Asked Question (FAQ) copy. Passport may provide generic FAQ copy for Provider's use and modification. Provider should provide its own publicly-facing email contact. Provider should provide its own publicly-facing support phone number.
2. Permit User information is collected in two categories:
 1. Standard fields include:
 1. Vehicle Information:
 1. License Plate State
 2. License Plate Number
 3. Vehicle Make, Model and Color (Sourced from Edmunds Vehicle API)
 2. Customer Information:
 1. First and Last Name
 2. Mailing Address Fields
 3. Email Address

2. Custom fields can be implemented for collection. A default limit of 10 custom fields applies. These may be for informational points or eligibility rules such as a Driver's License Number or residential status.
 3. Provider may offer special permit eligibility. Provider must manage eligibility. Passport and the DPP do not provide automatic management for Eligibility-based approval. Eligibility may include but is not limited to residence, age requirements, disability, veteran status, employment. Upon configuration, Users may upload documentation for Provider review and permit approval.
 4. Provider may add a custom processing fee for User permit purchases. It can be a fixed amount or a percentage of the permit cost.
 5. RMCPay accepts User credit card payments. Administrators may denote that payment will be made via check, cash, payroll deduction, billable account or alternative method in DPP but Provider must manage and process these payments outside of DPP. Passport does not support integrations for receiving and processing other electronic payments, including but not limited to payroll deductions, employer accounts or student accounts.
4. Provider can enable Employer access to OpsMan Web for Employee management and approval. Employees can apply for permits on RMCPay or Employers can add them manually in OpsMan Web.
 1. Employee RMCPay flow
 1. Employee applications enter a queue that can be managed through OpsMan Web by the Provider or Employer.
 2. Provider or Employer Administrator can review permit information and approve or deny the permit.
 3. Administrator approval or denial notifies the potential permit holder. Passport will provide default templates for this configurable copy.
 4. Payment options:
 1. The Employer may bulk-pay for Employee permits.
 2. The User may return to RMCPay to purchase the permit and it becomes active.
 2. Employer OpsMan Web flow
 1. Employer manually enters Employee permits into OpsMan Web and pays for them in bulk.
 3. Passport's back office reporting contains system-wide standard reporting and custom reporting solutions. Standard reporting availability may expand as the platform grows. All reports can be downloaded as .xls files (Microsoft Excel) for further Provider and Employer use.
 4. Standard Reports
 1. Permit Report - Default view for permit reporting and management. Contains filters for retrieving select permit data.
 2. Payment Report - Log of all transaction records made through RMCPay or logged in OpsMan Web.
 3. Permit User Report - View User account data and associated permits.
 4. Permit Employer Report - View statistics on each Employer and view each of their respective Employee permits.
 5. Permit Zone Report - Monitor purchases and totals on a zone/lot level.
 6. Permit Daily Totals Report - Daily log of all system interactions, payments, applications, approvals and mailings. Intended for auditing purposes.

7. Permit Issuance Batch Report - Tool for manually entering permits in the system to batch data entry sessions together and subsequently use the report to pull the batch information.
 8. Permits Not Mailed Report - Tool to apply batch action of marking unmailed permits as mailed.
5. Custom Reports can be explored on a per-item basis. Passport retains the sole discretion to decide whether to create any requested custom report. Passport will charge a development fee for any custom reports created.
5. Additional Features
1. Data migration of legacy permit data may be executed depending on available permit data and permitting parameters.
 1. Imported data can be tied to DPP-generated tokens. Tokens are special codes that can be provided to Users. Users enter a field of identifiable information such as license plate number or recorded address and the token simultaneously after which the DPP will present the User with pre-populated information for easier registration and to complete the data verification and purchase process.
 2. Imported data may also be made automatically valid for enforcement without initial User intervention.
 2. Administrator interface for manual entry of permits for Users registering through Provider's walk-in or mail-in process.
 3. Permit custom field data can be exported and then re-imported for batch updates.
6. Permit validity can be checked with OpsMan Mobile. Provider can use the OpsMan Mobile Android application to check vehicles located in permit zones for compliance. The DPP is fully integrated with Passport's OpsMan Mobile in that it provides real-time updates of permit license plate information and validity.
1. Citation issuance through OpsMan Mobile is a separate platform. The Citation Management Platform and further LPR development integrations may be available for a fee.

ADDENDUM NO. 1 to Software License and Service Agreement between Passport Parking, Inc. ("Passport") and the Village of Bartlett ("Provider") dated _____, 2017, including the terms and conditions found in all Exhibits (the "Agreement").

1. Insurance

A. Passport shall procure and maintain for the duration of the Agreement, and for the additional time period set forth herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Passport, its agents, representatives, or employees. Passport shall procure and maintain for the duration of the Agreement and thereafter as provided herein, insurance against claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

B. Minimum Scope and Limit of Insurance. Coverage shall be as broad as:

- i. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this product/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. Automobile Liability.** Insurance Services Office Form CA 001 covering Code 1 (any auto), or if Passport has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits not less than \$1,000,000 per accident for bodily injury property damage.
- iii. Workers Compensation** insurance as required by the State of Illinois with Statutory Limits, and Employers Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury or disease.
- iv. Technology Errors & Omissions Including Cyber Liability Insurance** with limits not less than **\$5,000,000** per occurrence or claim, **\$5,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Passport in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide

coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If Passport maintains broader coverage and/or higher limits than the minimums shown above, the Provider requires and shall be entitled to the broader coverage and/or higher limits maintained by Passport. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Provider.

C. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. Additional Insured Status**
Provider, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Passport including materials, parts or equipment furnished in connection with such work or operations performed or on behalf of Passport including materials, parts, or equipment furnished in connection with such work or operations, provided, however, that this additional insured coverage does not extend to work or operations performed by Provider, its officers, officials, employees, and volunteers or work or operations performed by any entity other than Passport unless such entity is acting on behalf of Passport. General liability coverage can be provided in the form of an endorsement to the Passport's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CB 20 38; **and** CG 20 37 forms if later revisions used).
- ii. Primary Coverage**
For any claims related to this Agreement, Passport's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Provider, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Provider, its officers, officials, employees, or volunteers shall be excess of Passport's insurance and shall not contribute with it.
- iii. Notice of Cancellation**
Each insurance policy required above shall state that **coverage shall not be cancelled, except with notice to the Provider.**
- iv. Waiver of Subrogation**
Passport hereby grants to the Provider a waiver of any right to subrogation which any insurer of Passport may acquire against the Provider by virtue of the payment of any loss under such insurance. Passport agrees to obtain

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

- v. Self-Insured Retentions**
Self-insured retentions must be declared to and approved by the Provider. The Provider may require Passport to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Provider.
- vi. Acceptability of Insurers**
Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the Provider.
- vii. Claims Made Policies**
If any of the required policies provide coverage on a claims-made basis:

 - a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of Services.
 - b. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
 - c. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the Agreement effective date, Passport must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of Services.
- viii. Verification of Coverage**
Passport shall furnish the Provider with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Provider before work commences. However, failure to obtain the required documents prior to work beginning shall not waive Passport's obligation to provide them. The Provider reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications at any time.
- ix. Subcontractors.**
Passport shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein (except for Technology Errors

and Omissions which may be satisfied by subcontractor having cyber liability insurance with limits of not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate). Passport shall insure that Provider is an additional insured on insurance required from subcontractors.

2. Indemnification

Passport agrees to protect, indemnify and hold harmless the Provider and its officers, officials, employees and volunteers from and against all claims, damages, losses, regulatory fines, penalties and expenses which are caused in whole or in part by any negligent act or omission of Passport, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable (the "Passport Indemnifying Parties"), except where caused by the active negligence, sole negligence or willful misconduct of the Provider. Passport's indemnification obligation shall extend only to the Passport Indemnifying Parties' comparative degree of fault.

3. Conflicting Provisions

In the event of a conflict between the terms and conditions and the Agreement and the terms and conditions of this Addendum No. 1, the terms and conditions of this Addendum No. 1 shall control.

PassportParking, Inc.

Village of Bartlett

By: _____
Khristian Gutierrez
CBDO

By: _____
Kevin Wallace
Village President