

VILLAGE OF BARTLETT
BOARD AGENDA
MARCH 3, 2015
7:00 P.M.

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

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

- *6. **MINUTES:** Board & Committee Minutes – February 17, 2015
- *7. **BILL LIST:** March 3, 2015
8. **TREASURER’S REPORT:** January 2015
Sales Tax Report – December 2014
Motor Fuel Tax Report – January 2015
9. **PRESIDENT’S REPORT:** None
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 CAMERER

- *1. 2015 Zoning Map Update
2. Downtown Tax Increment Financing District Public Hearing Resolution

B. BUILDING COMMITTEE, CHAIRMAN MARTIN

No Report

C. FINANCE & GOLF COMMITTEE, CHAIRMAN REINKE

No Report

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CARONARO

1. 2015-16 Strategic Plan

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SHIPMAN

No Report

F. PUBLIC WORKS COMMITTEE, CHAIRMAN ARENDS

- *1. Downtown Landscape Maintenance Bid
- *2. Metra Landscape Maintenance Bid
- *3. West Bartlett Road (West) Landscape Maintenance Bid
- *4. West Bartlett Road (East) Landscape Maintenance Bid
- *5. Coral Pond Landscape Maintenance Bid
- *6. Various Locations Landscape Maintenance Bid

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



VILLAGE OF BARTLETT
BOARD MINUTES
February 17, 2015

1. CALL TO ORDER

President Wallace called the regular meeting of February 17, 2015 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 PM in the Council Chambers.

2. ROLL CALL

PRESENT: Trustees Arends, Camerer, Carbonaro, Martin, Reinke, Shipman and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Information Technology Coordinator Chris Hostetler, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Economic Development Tony Fradin, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Chief Kent Williams, Deputy Chief Joe Leonas, Village Attorney Bryan Mraz, Village Clerk Lorna Giles.

3. INVOCATION – Pastor Rob Ritacco from Jesus Journey Church did the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

There were none.

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

ROLL CALL VOTE TO APPROVE THE CONSENT AGENDA

AYES: Trustees Arends, Camerer, Carbonaro, Martin, Reinke, Shipman

NAYS: None

ABSENT: None

MOTION CARRIED



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6. MINUTES

Trustee Shipman moved to approve the Board and Committee of the Whole meeting Minutes from February 3, 2015 and that motion was seconded by Trustee Reinke.

ROLL CALL VOTE TO APPROVE THE BOARD AND COMMITTEE MINUTES FROM FEBRUARY 3, 2015.

AYES: Trustees Camerer, Carbonaro, Martin, Reinke, Shipman

NAYS: None

ABSENT: None

ABSTAIN: Trustee Arends

MOTION CARRIED

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

8. TREASURER'S REPORT - None

9. PRESIDENT'S REPORT

President Wallace stated that through the efforts of Bartlett resident Raymond Deyne and Village staff, former Village President Bill Tiknis was recognized at the Congressional level. Congressman Peter Roskam accepted their request to present the award tonight and spoke about Bill's accomplishments and contributions to public service. His record was read to the 119th Congress on November 19, 2014 and presented Bill with the official reading.

Congressman Roskam stated that there are many times in our community life and public life when you could be faced with a lot of disappointment. When we see people that have given of themselves consistently, and forthrightly, and answer the call to public service, it's really something to celebrate. He read the Congressional Record and congratulated Mr. Tiknis for his accomplishments.

Mr. Bill Tiknis stated that he was honored to receive this recognition. He thanked everyone for being there. He spoke about his residency in Bartlett since 1956. He talked about the purchase of Bartlett Hills when he was the Mayor of Bartlett. He spoke about some of the decisions that the Village Board made through the years including the first locomotive on the Milwaukee Road commuter system. He also talked about the creation of the Park District and the outstanding job they have done for the community. He stated that the Village has great leadership and they work for the residents, their families and friends. He stated that he could not give the formula for success but he could give the formula for failure – try to please everybody – it does not work. He encouraged everyone to take that big step if one is indicated and remember that you can't cross a chasm in two small leaps. He thanked everyone for the memories.



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Trustee Arends stated that many years ago there was a heavy controversy in the Village. She got a note in the mail from Bill "Tik" that said, "Pull your pants up and be a Trustee and don't worry about the next election".

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

11. TOWN HALL

Ray Deyne, 511 W. Morse Avenue

Mr. Deyne stated that they need to know if Bill still has a valid expense account with the Village because he invited them to the Topsy Monkey tonight.

Martin McManamon, Wayne Township Highway Commissioner

Mr. McManamon stated that since taking office he received a numerous amount of questions about future bike paths. He stated that he hired a company, Active Transportation Alliance, to aid him in the process. They formed a Steering Committee with representatives from each municipality in the Township as well as the Forest Preserve. They surveyed residents and held a public meeting to identify roads in need of bicycle facilities. The Steering Committee is reviewing and will be asking the respective communities to support their plans and move toward implementation. He asked that when the representative from the Steering Committee comes before them, they give it serious consideration. Most of the recommendations are low cost such as signage, striping, etc. and he asked for their support.

Brent Kizer, 312 Queens Parkway

Mr. Kizer stated that he was there representing the Fourth of July Committee. He stated that they run the fireworks every year and this year the fireworks are on a Saturday. He was recently asked about a rain date and he realized that it would be a Sunday. The fest closes at 8:00 PM on Sunday and this would mean extra traffic in the Village on a Sunday night around 11:00 PM. He wanted to approach the Village before signing the contract.

Administrator Salmons stated that Mr. Kizer needs to sign the contract pretty quickly.

President Wallace asked if any Board members had a problem with Sunday being the rain date and there were none.

12. STANDING COMMITTEE REPORTS

A. PLANNING & ZONING COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that there was no report.



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B. BUILDING COMMITTEE, CHAIRMAN MARTIN

Trustee Martin stated that Resolution 2015-12-R, a Resolution Approving of the Janitorial Services Agreement Between the Village of Bartlett and Crystal Maintenance was covered and approved under the Consent Agenda.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN REINKE

Trustee Reinke presented the Request for Proposal results for auditor selection. He stated that the Village has had Sikich for eight years and the Board thought it would be a good idea to have a new set of eyes to look at the books and reset things. He stated that they received ten bids.

Trustee Reinke moved that the Village award a three year contract to Lauterbach & Amen at a cost of \$123,285 for annual financial audit services and was seconded by Trustee Camerer.

Trustee Reinke asked if the Village used Lauterbach in the past.

Administrator Salmons stated that they never used them.

President Wallace asked that they do the same presentation as Sikich.

ROLL CALL VOTE TO APPROVE AUDITOR CONTRACT WITH LAUTERBACH & AMEN

AYES: Trustees Arends, Camerer, Carbonaro, Martin, Reinke, Shipman

NAYS: None

ABSENT: None

MOTION CARRIED

Trustee Reinke presented the request for computer replacements. He stated that they are looking to replace 34 desktops in the amount of \$30,632. All of the machines are at least four years old.

Trustee Reinke moved to approve the purchase of 34 computers from Dell through the Midwest Higher Education Compact Bid obtained by the State of Illinois in an amount not to exceed \$30,362 and was seconded by Trustee Martin.

Trustee Martin asked if they will clean out the cores and sell the old ones. Information Technology Coordinator stated that they remove the hard drives, destroy them and sell the rest.

Trustee Reinke asked if they could push the rotation from four to five years.



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Information Technology Coordinator Chris Hostetler stated that they used to be on a three year cycle and a couple of years ago it was deferred to four. He did not think it would be wise to push it to five years.

President Wallace asked if the operating system was included.

Chris Hostetler responded that it was included.

ROLL CALL VOTE TO APPROVE THE PURCHASE OF 34 COMPUTERS FROM DELL

AYES: Trustees Arends, Camerer, Carbonaro, Martin, Reinke, Shipman

NAYS: None

ABSENT: None

MOTION CARRIED

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SHIPMAN

Trustee Shipman stated that there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN ARENDS

Trustee Arends presented Resolution 2015-09-R, a Resolution Approving the Bartlett/IDNR Bicycle Paths Project Agreement Between the Village of Bartlett and Chicagoland Paving Contractors Inc. She stated that they received several bids and grants to pay for this.

Trustee Arends moved to approve Resolution 2015-09-R, a Resolution Approving the Bartlett/IDNR Bicycle Paths Project Agreement Between the Village of Bartlett and Chicagoland Paving Contractors Inc. in the amount of \$69,900 and that motion was seconded by Trustee Camerer.

Trustee Reinke clarified that this was just going to cost the Village \$8,100 and how many linear feet is it.

Administrator Salmons stated that it is two separate bike paths. One path is 800 feet and the other is about 400 feet. It connects Kohler fields with the State Park and Lakewood Mill subdivision with the State Park.

President Wallace asked if any local companies bid on this.

Community Development Director Jim Plonczynski stated "no".



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ROLL CALL VOTE TO APPROVE ORDINANCE 2015-09-R APPROVING THE BARTLETT/IDNR BICYCLE PATHS PROJECT AGREEMENT WITH CHICAGOLAND PAVING CONTRACTORS INC.

AYES: Trustees Arends, Camerer, Carbonaro, Martin, Reinke, Shipman
NAYS: None
ABSENT: None
MOTION CARRIED

Trustee Arends presented Resolution 2015-10-R, a Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code. She stated that the Village needs to pass a Resolution in order to spend any money from the MFT fund. She stated that it will be spent on annual street resurfacing, material testing, crack sealing, salt purchase and the Stearns Road bike path.

Trustee Arends moved to approve Resolution 2015-10-R, a Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code in the amount of \$1,150,000 and that motion was seconded by Trustee Martin.

Trustee Martin asked if there was any money left over from the Stearns Road bike path (\$200,000).

Administrator Salmons stated that it will be spent out and they also have the annual road program which they spent close to \$1,000,000 and they will continue that.

ROLL CALL VOTE TO APPROVE RESOLUTION 2015-10-R FOR MAINTENANCE OF STREETS AND HIGHWAY UNDER THE ILLINOIS HIGHWAY CODE

AYES: Trustees Arends, Camerer, Carbonaro, Martin, Reinke, Shipman
NAYS: None
ABSENT: None
MOTION CARRIED

Trustee Arends presented Resolution 2015-11-R, a Resolution Approving a Professional Services Agreement Between the Village of Bartlett and Trotter and Associates, Inc. for the WWTP Pretreatment – Local Limits Evaluation in the amount of \$28,433 to do this testing.

Trustee Arends moved to approve Resolution 2015-11-R, a Resolution Approving a Professional Services Agreement Between the Village of Bartlett and Trotter and Associates, Inc. for the WWTP Pretreatment – Local Limits Evaluation and that motion was seconded by Trustee Camerer.



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Trustee Shipman asked about the additional \$12,000 in lab testing fees and asked if it was over and above the \$28,000.

Public Works Director Dan Dinges stated that the Village will send the testing to the lab for the Waste Water Treatment Plant (WWTP) and that those are additional costs.

President Wallace asked how about a line in his evaluation which states "determination of appropriate limits will both encourage development or growth". He asked what that meant.

Public Works Director Dan Dinges stated that it mainly pertains to industrial – food industrial businesses like Rana and Cheese Merchants. The consultant will help the Village evaluate what the WWTP can handle as far as fats, oils and greases (referred to as "FOG"), pollutants and other materials. Right now, the limit is pretty low for FOG and if there is flexibility that the plant can handle more than they would raise that to make it easier for industrial customers.

Administrator Salmons stated that it is called FOG – Fats, oil and grease and they have been working with the industrial residents to do some testing and come up with a setting that is more appropriate to what they have now. This will allow them to grow and not be held back by our FOG limit. In order to do that, the Village has to hire a consultant to look at it carefully, do the testing and recommend a more appropriate limit. She stated that this is something that several of the industries have been waiting for.

President Wallace asked if any of the requirements for the food industries changed based on this information.

Public Works Director Dan Dinges stated that it will indicate how much pre-treatment they need to install.

President Wallace stated that it gives us a better understanding of the leverage that the Village can have with businesses coming in, like what they have to have in order to comply and what we can allow.

Public Works Director Dan Dinges stated that it sets a limit that our plant can handle this much before it disturbs the plant. As long as that limit is set, industries will have to look at their discharge and put enough pre-treatment to get to that limit. It's all based on the EPA.

Administrator Salmons stated that this will be a significant economic development incentive that the Village will have to bring in new business.



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President Wallace stated that he strongly encouraged, after the Rana Pasta incident, that they get this right.

Attorney Mraz stated that the limits for FOG, Total Suspended Solids ("TSS") and other materials are different for Cook County (set by the MWRD ordinance), for Kane County (set by FRWRD) and for the Village treatment plant (set by Village Ordinance). The FOG, TSS and other maximum levels are different for each so the Village needs a study that shows what the treatment plant can handle and try to set reasonable levels as uniform as it can be. It also gives enforcement rights to the Village so if industrial users exceed the limits, the Village can impose fines. Rana agreed to pump and haul food waste that exceeded the current FOG levels after its pre-treatment system failed to achieve the compliant levels. The study is necessary to set new pre-treatment standards for DuPage in an ordinance that will have enforcement capability if there is a violation of those limits, but at the same time allow for the reduction of the limits to more reasonable levels. This is necessary because the IEPA can in turn impose heavy fines on the Village if the discharge from the WWTP exceed the IEPA's established maximum levels.

ROLL CALL VOTE TO APPROVE RESOLUTION 2015-11-R APPROVING PROFESSIONAL SERVICES AGREEMENT WITH TROTTER AND ASSOCIATES, INC FOR THE WWTP PRETREATMENT

AYES: Trustees Arends, Camerer, Carbonaro, Martin, Reinke, Shipman
NAYS: None
ABSENT: None
MOTION CARRIED

13. NEW BUSINESS

Trustee Martin stated that they have discussed this couple of times – adjusting or repealing the utility tax. He would like staff to look at two ways of doing this. Reduce it where the amount for residents is decreased by 1/3 every year and then eventually gone or repealing it completely over a period of years. The anticipated annual revenue is \$1,691,000 and when this was set in motion, they were short \$500,000 so it's earning a lot more than what was needed. He is not for taking money away from the Village but he's also not for taxing residents in hard times. His figures show that it is funded by 70% from residential and wanted staff to look at a plan where they would have something to vote on.

President Wallace stated that he instructed the staff to figure out a way to phase this out.

Trustee Reinke stated that they have been talking about this for well over a year and felt that the time has come. He wanted to act on this in the next budget cycle. He stated that he has the utmost confidence in the staff's ability to come up with a great solution that avoids the gloom and doom or having to close the police department in the evenings.



**VILLAGE OF BARTLETT
BOARD MINUTES
February 17, 2015**

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

15. ADJOURNMENT

President Wallace stated that the Board will be going into the Committee of the Whole Meeting and then into Executive Session to Discuss Property Acquisition Pursuant to Section 2(c)5 of the Open Meetings Act.

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

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Arends, Camerer, Carbonaro, Martin, Reinke, Shipman

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:52 PM.

Lorna Gilles
Village Clerk

LG/

VILLAGE OF BARTLETT
COMMITTEE MINUTES

February 17, 2015

President Wallace called the Committee of the Whole meeting to order at 7:53 p.m.

Present: Trustee Arends, Camerer, Carbonaro, Martin, Reinke, and Shipman

Also Present: Village Clerk Lorna Giless, Village Administrator Valerie L. Salmons, Assistant Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, IT Coordinator Chris Hostetler, Community Development Director Jim Plonczynski, Economic Development Coordinator Tony Fradin, Building Director Brian Goralski, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Chief Kent Williams, Deputy Chief Joe Leona, Grounds Superintendent Kevin DeRoo, and Attorney Bryan Mraz

PLANNING & ZONING COMMITTEE

Downtown Tax Increment Financing (TIF) District

Chairman Camerer explained that staff is requesting direction to continue proceeding in the creation of a new TIF District, in conjunction with TIF consulting firm Kane, McKenna Associates. To date, the Village has paid Kane, McKenna \$25,540 for consulting services including meetings and data collection to determine that the Downtown Commercial District meets the State's criteria as a Conservation Area TIF. The next step in order to proceed is for the Village Board to adopt a Resolution to convene a Joint Review Board comprised of local taxing districts to review the TIF Qualification Report and Redevelopment Plan, and then to render a recommendation to the Village Board in regard to the adoption of Ordinances to create a new TIF District. He asked Community Development Director Jim Plonczynski to further review the item.

J. Plonczynski added that there is the estimated project cost of \$17,000,000 - land acquisition, site preparation, environmental remediation, utilities, rehabilitation, interest costs, planning, legal, engineering, job training, and school and library district payments if needed, for an estimated budget of \$17.5 million. The redevelopment project references those items, land assembly, site preparation, landscaping buffering, streetscaping, rehabilitation, utilities, roadway, street parking improvements, public improvements, if necessary, traffic control, public safety, interest coverage, professional services, and again, the school and library costs, if needed. Our TIF qualification, which was the Eligibility Study done by Kane, McKenna, identified the TIF as a conservation area TIF. We met six of the goals in the conservation TIF: the lag in EAV; the inadequate utilities; vacancies; community planning; deterioration; and obsolescence. The TIF is over an acre and a half; it's a conservation area and the properties in the area would substantially benefit by proposed redevelopment. The sound growth of the taxing districts, including the Village, have been impaired by factors found in the area and the area would not be subject to redevelopment without the investment of the public funds including the property tax increment which is the "but for" test. Chuck Durham from Kane,

McKenna is present to answer any questions. Staff would like direction to continue on and pass a Resolution to convene the Joint Review Board and move forward, ultimately having a Public Hearing and adopting the three Ordinances necessary to establish the TIF District.

Trustee Shipman stated he was curious about the “but for” conclusion.

C. Durham explained that we come to that conclusion based on our understanding of what has been going on for the last several years – the lack of investments, somewhat due primarily to the recession and other things. As we evaluate it, we look at that lack of investment and we ask the question, “could the area benefit, could investment be encouraged by use of tax increment financing”, and we concluded that it could.

Trustee Shipman commented that is safe to say just about any place. Everyone would love to have some tax money to redo their façade and their roofs. He asked if “but for” the tax increment financing, nobody is going to spend money.

C. Durham responded that he wouldn't say nobody, but would say that there would probably not be as much investment as could be encouraged by the tax increment financing as an incentive to encourage move private investment downtown.

J. Plonczynski gave an example of what we face. We hear from people who are looking at some of the vacant buildings in town and are asked what the Village can do if someone wanted to come in and redevelop the property. He stated that they are not interested in it unless there is some way the Village can help. We're hearing the practical side or the everyday side of the “but for” argument. They will not come; many of these people that we deal with will not come to the Village in the downtown area unless there is some means of providing an incentive. The TIF, from a legal standpoint, is probably the best way to create incentives for people who want to come in and redevelop. He stated that he has talked recently to people who are interested in the Gorski Plaza, people who want to do something with the old Bormann building, the Lucky Jack's people who have acquired it through an auction are waiting in the wings because they don't want to move forward unless there is a TIF, so that's something that we see pretty regularly. For the reasons, that Kane, McKenna did the analysis is what we are hearing. Even the people who bought the Town Center across the street are looking for things to do to expand their development.

Trustee Shipman commented that is a solid argument.

President Wallace stated that the Town Center is looking to put in more parking. He stated that in reading through the EDC notes, a couple of things came to mind. One of the comments was it really gets complicated when you include DuPage County; when you cross county boundaries. It seems unfortunate that we couldn't have the intersection involved at Devon and Prospect where that lot has been open for so long. But, it is pretty complicated to go across to DuPage County.

J. Plonczynski responded yes, it is complicated. One reason is you have to expand the Joint Review Board and there are different increments that you have to be aware of. Most of the TIFs that we've done in the Village have all stayed in one county or another.

C. Durham added that as Jim mentioned, one reason is the process with the Joint Review Board. When you cross counties, you greatly expand the membership of the JRB and therefore the potential for additional conversation, contents, and votes come into play. That could really lengthen out the process and in some communities, it has actually stunted the process. With respect to multi-county TIF District, it does get to be a complicated situation particularly with respect to Cook County, in terms of managing tax increment within that district and how it is generated, assessed, and spent. Those are some of the complications that come into play; they are not insurmountable and can be dealt with, but we felt, in this case, since there was a definable line to keep it all in Cook County, that would be the recommendation.

President Wallace asked that once the non-insurmountable things are jumped over, is it pretty easy from there on out. Once it's established, there aren't any other bumps along the road.

C. Durham responded that ultimately this body holds the power to put the TIF in place regardless if the taxing district from the JRB object to it. So ultimately, all of those types of barriers could be overcome by the Village Board if that's the direction they wanted to go.

President Wallace asked if expanding the TIF to DuPage County would help the empty lot that has been there for so long.

J. Plonczynski explained that there have been numerous people interested in that property and have had site plans prepared in the past. Nobody is interested in it now; the person who owned it, lost it. That's not a piece that people have asked whether it is in a TIF or not. No matter what happens on that lot, we will get a lot of objection.

B. Mraz stated that procedurally, there needs to be a Resolution and an engagement letter with Chapman & Cutler who would be bond counsel. They will be looking at some of the procedures as well, but actually they don't get paid until bonds or developer notes are issued. Typically, it would be bonds in this case; there would be some fees but that's how it is structured. They are necessary because you need a nationally recognized firm to issue an opinion that the bonds are tax-exempt, so it is required. They should be involved early in the process because if any procedure is wrong, then they won't render that opinion. The TIF Act is amended many times and one new requirement is that each board member consultants, including the Village Attorney, have to file a written statement that we don't own any property within the TIF District and if we did, in the case of an elected official, they would have to recuse themselves for deliberations with respect to the TIF. There are some procedural things that change from year to year between the last time we did a TIF and currently and are things that we need to do in the process early on.

President Wallace commented that throughout the minutes from the EDC, they were talking about a comprehensive plan for downtown before the TIF. He stated that we have a Comprehensive Plan for downtown; we've had it for a long time. We can't say that we have a plan and that's what we want it to look like when you are using outside investors. It's important, however, for people to know that there is a plan for downtown and the TIF comes along side it and hopefully encourages that plan to come to fruition. The EDC needs to understand that there is a comprehensive plan.

J. Plonczynski responded that there is a current plan that we use. As you remember, we also applied, as part of the EDC's recommendation, for an RTA grant. We received a grant for a downtown planning study. We will be doing that in the spring and they have given us money to do a downtown plan; to upgrade it. The TIF is a good vehicle to implement not only the ideas that are coming forth, but also what we have on the books.

President Wallace asked if we have any members on that plan that provide input or do they just come in as consultants.

J. Plonczynski responded that the Village will hire a consultant as part of that process that will come into the Village. They set up stakeholder meetings, they'll want a representative group made up of commissioners, trustees and business people to bounce ideas back and forth. There will also be public input in that.

President Wallace stated that he would strongly encourage that we reach out to some of these that have had a long ongoing stake in the downtown area and encourage them to be a part of that plan. Once you do that, then you've actually given them the ability for their input versus them trying to nickel and dime it. Then everybody's on the same page with what we are hoping it will look like down the road.

J. Plonczynski responded that is the intent of that grant.

There being no further comments or questions, Chairman Camerer forwarded the item to the Village Board for further consideration.

President Wallace entertained a motion to adjourn the Committee of the Whole meeting to Executive Session to discuss Property Acquisition pursuant to Section 2(c)5 of the Open Meetings Act.

Moved by Trustee Camerer
Seconded by Trustee Martin

Motion carried.

President Wallace adjourned the Committee of the Whole meeting at 8:08 p.m.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/3/2015**

100-GENERAL FUND REVENUES

410110-REAL ESTATE TRANSFER TAX

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DARIUS OR AGNE JANUSKIS	TRANSFER TAX REFUND	749.00
1 GLENDA VASAK	TRANSFER TAX REFUND	720.00
INVOICES TOTAL:		1,469.00

420230-BUILDING PERMITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMAS KLCO	BUILDING PERMIT REFUND	40.00
INVOICES TOTAL:		40.00

100000-GENERAL FUND

140200-INVENTORY - GASOLINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AL WARREN OIL CO	DIESEL FUEL PURCHASE	4,012.11
INVOICES TOTAL:		4,012.11

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - MARCH 2015	15,616.32
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - MARCH 2015	190.11
INVOICES TOTAL:		15,806.43

1100-VILLAGE BOARD/ADMINISTRATION

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	ANNUAL SUBSCRIPTION FEE	180.40
INVOICES TOTAL:		180.40

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOPKINS FORD	VEHICLE MAINTENANCE	440.70
** 1 WEX BANK	FUEL PURCHASES	103.21
INVOICES TOTAL:		543.91

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGES/ENVELOPES	94.77
1 WAREHOUSE DIRECT	INK CARTRIDGE	14.99
1 WAREHOUSE DIRECT	ELECTRIC STAPLER	149.14
1 WAREHOUSE DIRECT	INDEX TABS/BINDERS	617.79
INVOICES TOTAL:		876.69

** Indicates pre-issue check.

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543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 KANE DUPAGE REGIONAL MUSEUM ASSC	PROGRAM REGISTRATION	205.00
INVOICES TOTAL:		205.00

1200-PROFESSIONAL SERVICES

522900-PROFESSIONAL PLANNERS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KANE MCKENNA & ASSOCIATES INC	DOWNTOWN TIF CONSULTANTS	425.00
INVOICES TOTAL:		425.00

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOC PC	PROFESSIONAL SERVICES	20,480.50
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	750.00
INVOICES TOTAL:		21,230.50

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	POTABLE WATER STUDY	593.53
1 ENGINEERING ENTERPRISES INC	STORMWATER REVIEW	1,638.00
1 ENGINEERING ENTERPRISES INC	STORMWATER REVIEW	873.50
INVOICES TOTAL:		3,105.03

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	SPAULDING ROAD QUIET ZONE	3,101.00
INVOICES TOTAL:		3,101.00

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT	STORAGE TANK PROGRAM	2,503.82
INVOICES TOTAL:		2,503.82

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	199.51
INVOICES TOTAL:		199.51

532200-OFFICE SUPPLIES

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

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1 CREEKSIDE PRINTING	LIQUOR LICENSES	136.46
1 CREEKSIDE PRINTING	BUSINESS LICENSES	84.06
1 WAREHOUSE DIRECT	STORAGE FILES/BATTERIES	105.63
1 WAREHOUSE DIRECT	LABELMAKER/LANYARDS/ENVELOPES	97.99
1 WAREHOUSE DIRECT	TONER	230.89
1 WAREHOUSE DIRECT	ADDING MACHINE TAPE/POST IT NOTES	86.43
1 WAREHOUSE DIRECT	PAPER/TRASH BAGS/PAPER TOWELS	110.04
1 WAREHOUSE DIRECT	CREDIT - RETURNED TONER	-110.04
1 WAREHOUSE DIRECT	PAPER/ENVELOPES/BATTERIES	75.00
	<u>INVOICES TOTAL:</u>	<u>816.46</u>

532300-POSTAGE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	13.73
	<u>INVOICES TOTAL:</u>	<u>13.73</u>

1500-COMMUNITY DEVELOPMENT

522400-SERVICE AGREEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	429.14
	<u>INVOICES TOTAL:</u>	<u>429.14</u>

523100-ADVERTISING

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 EXAMINER PUBLICATIONS INC	ADVERTISING	731.00
1 EXAMINER PUBLICATIONS INC	ADVERTISING	731.00
	<u>INVOICES TOTAL:</u>	<u>1,462.00</u>

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SHI	ADOBE ACROBAT SOFTWARE	532.52
	<u>INVOICES TOTAL:</u>	<u>532.52</u>

532000-AUTOMOTIVE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WEX BANK	FUEL PURCHASES	107.21
	<u>INVOICES TOTAL:</u>	<u>107.21</u>

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	BINDERS/SUPPLIES	46.62
1 WAREHOUSE DIRECT	BINDER COVERS/POST-IT FLAGS	22.90
	<u>INVOICES TOTAL:</u>	<u>69.52</u>

546900-CONTINGENCIES

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

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1 A-1 TROPHIES & AWARDS INC	AWARD/SET-UP FEES	74.50
INVOICES TOTAL:		74.50

1600-BUILDING

526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	1,197.00
INVOICES TOTAL:		1,197.00

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	193.78
INVOICES TOTAL:		193.78

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VILLA PARK OFFICE EQUIPMENT	DIVIDERS FOR LATERAL FILE	145.00
1 WAREHOUSE DIRECT	CHAIRMATS/WALL FILE/FOLDERS	247.95
1 WAREHOUSE DIRECT	PARTITION HANGERS	10.03
1 WAREHOUSE DIRECT	TONER	201.00
INVOICES TOTAL:		603.98

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERI-SHRED INC	PAPER SHREDDING SERVICES	60.00
1 CHICAGO OFFICE TECHNOLOGY GROUP	MONTHLY MAINTENANCE FEES	355.89
1 STERICYCLE INC	SERVICE AGREEMENT	364.89
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,500.00
1 VERIZON WIRELESS	WIRELESS SERVICES	886.24
1 VERIZON WIRELESS	TRUNK MODEMS	84.18
INVOICES TOTAL:		3,251.20

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	807.30
INVOICES TOTAL:		807.30

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS PROSECUTORS BAR ASSOCIATI	COMPUTER SOFTWARE	250.00
INVOICES TOTAL:		250.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	26.85
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	28.20
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	26.85
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	202.67
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	26.85
INVOICES TOTAL:		311.42

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	164.95
1 CDW GOVERNMENT INC	SIT/STAND WORKSTATIONS	793.16
1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER EXAM/RX	76.28
1 MIDWEST COMPUTER PRODUCTS INC	LCD PROJECTOR	703.70
1 SIRCHIE FINGER PRINT LABORATORIES	EVIDENCE COLLECTION SUPPLIES	50.70
1 ULINE	MATERIALS & SUPPLIES	348.57
1 WAREHOUSE DIRECT	TONER	150.22
1 WAREHOUSE DIRECT	MEMORY CARDS	99.98
1 WAREHOUSE DIRECT	MEMORY CARDS	99.98
INVOICES TOTAL:		2,487.54

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	UNIFORMS/ACCESSORIES	622.76
1 STREICHER'S	BODY ARMOR	659.99
INVOICES TOTAL:		1,282.75

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	ANNUAL SUBSCRIPTION FEE	180.40
1 THOMSON REUTERS - WEST	MONTHLY SUBSCRIPTION	154.42
INVOICES TOTAL:		334.82

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEW ALBERTSONS INC	BATTERIES	29.98
1 WAREHOUSE DIRECT	FOLDERS	32.71
1 WAREHOUSE DIRECT	CREDIT - RETURNED ITEMS	-227.28
1 WAREHOUSE DIRECT	CREDIT - RETURNED LABELS	-2,111.15
1 WAREHOUSE DIRECT	CREDIT - RETURNED LABELS	-540.60
1 WAREHOUSE DIRECT	BATTERIES/WRIST REST/ENVELOPES	93.57
1 WAREHOUSE DIRECT	USB DRIVES	167.10
1 WAREHOUSE DIRECT	PENS/LABELS/FOLDERS	212.71
INVOICES TOTAL:		-2,342.96

** Indicates pre-issue check.

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541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORA ACKERLEY	CALEA CONFERENCE EXPENSES	404.00
1 JASON AMORE	TRAINING EXPENSES	69.00
1 CALEA	CALEA CONFERENCE REGISTRATION	630.00
1 RUSSELL CIONKO	TRAINING EXPENSES	69.00
1 GRAND SIERRA RESORT	LODGING/CALEA CONFERENCE	214.70
1 WILLIAM NAYDENOFF	TRAINING EXPENSES	69.00
1 WILLIAM NAYDENOFF	TRAINING EXPENSES	55.20
1 NORTHWESTERN UNIVERSITY	SPSC GRADUATION LUNCHEON FEES	60.00
1 SAFE KIDS WORLDWIDE	RE-CERTIFICATION FEE/D LACRIOLA	50.00
1 BRIAN SIMONE	TRAINING EXPENSES	106.50
1 ERIC TELLSCHOW	TRAINING EXPENSES	69.00
INVOICES TOTAL:		1,796.40

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	167.00
INVOICES TOTAL:		167.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CIT INTERNATIONAL INC	ANNUAL MEMBERSHIP DUES	375.00
1 CNA SURETY	NOTARY FEE/S ANGELACOS	30.00
1 CNA SURETY	NOTARY FEE/C BARWACZ	30.00
INVOICES TOTAL:		435.00

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VILLAGE SUDS STATION INC	BLANKET LAUNDERING	37.80
INVOICES TOTAL:		37.80

1800-STREET MAINTENANCE

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	100.86
1 UNIFIRST CORP	UNIFORM RENTAL	100.86
INVOICES TOTAL:		201.72

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONTINENTAL WEATHER SERVICE	MONTHLY WEATHER FORECASTING	150.00
1 PATTEN INDUSTRIES INC	WHEEL LOADER RENTAL	2,736.00
1 VERIZON WIRELESS	WIRELESS SERVICES	180.41

** Indicates pre-issue check.

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INVOICES TOTAL: 3,066.41

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	23.53
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	345.40
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	191.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	130.09
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2,062.62
1 CONSTELLATION NEWENERGY INC	ELECTRIC BILL	7,339.05
1 INTEGRYS ENERGY	ELECTRIC BILL	54.95
INVOICES TOTAL:		10,147.54

524230-SNOW PLOWING CONTRACTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PINE LANDSCAPING INC	SNOW PLOWING SERVICES	990.00
INVOICES TOTAL:		990.00

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	290.00
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	58.00
1 ZIMMERMAN FORD INC	VEHICLE MAINTENANCE SUPPLIES	87.77
INVOICES TOTAL:		435.77

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	EMERGENCY SIGNAL REPAIRS	663.98
INVOICES TOTAL:		663.98

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TREES R US INC	TREE REMOVAL SERVICES	30,045.31
1 TREES R US INC	TREE REMOVAL SERVICES	10,509.84
1 TREES R US INC	TREE REMOVAL SERVICES	35,143.42
1 TREES R US INC	TREE REMOVAL SERVICES	28,363.90
1 TREES R US INC	TREE REMOVAL SERVICES	18,619.13
INVOICES TOTAL:		122,681.60

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	129.53
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	20.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	20.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	20.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	20.00
1 SIGN-A-RAMA	WIFI ACCESS SIGNS	314.00

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1 ZEE MEDICAL SERVICE CO	MEDICAL SUPPLIES	53.47
		INVOICES TOTAL: 577.00

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INSTITUTE OF BUSINESS	SUBSCRIPTION RENEWAL	88.50
		INVOICES TOTAL: 88.50

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BP	FUEL PURCHASES	539.15
1 NAPA AUTO PARTS	AUTOMOTIVE SUPPLIES	1,848.27
1 O'REILLY AUTOMOTIVE INC	AUTOMOTIVE SUPPLIES	617.67
1 WEST SIDE TRACTOR SALES CO	WIPER BLADES	91.94
** 1 WEX BANK	FUEL PURCHASES	12,256.05
		INVOICES TOTAL: 15,353.08

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/INK CARTRIDGES	76.40
1 WAREHOUSE DIRECT	BINDER CLIPS/CLEANING SUPPLIES	15.92
1 WAREHOUSE DIRECT	COMB/BINDING MACHINE/INK CARTRIDGES	142.79
		INVOICES TOTAL: 235.11

534230-SNOW PLOWING SALT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPASS MINERALS AMERICA	ROAD SALT PURCHASE	24,822.89
1 COMPASS MINERALS AMERICA	ROAD SALT PURCHASE	5,077.13
1 COMPASS MINERALS AMERICA	ROAD SALT PURCHASE	4,632.68
		INVOICES TOTAL: 34,532.70

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	106.50
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	331.06
1 FASTENAL CO	EQUIPMENT MAINTENANCE SUPPLIES	36.75
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	90.64
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	612.00
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	38.11
1 RANDALL PRESSURE SYSTEMS INC	EQUIPMENT MAINTENANCE SUPPLIES	348.33
1 WHOLESALE DIRECT INC	EQUIPMENT MAINTENANCE SUPPLIES	141.15
		INVOICES TOTAL: 1,704.54

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY MAINTENANCE FEE	51.59

** Indicates pre-issue check.

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INVOICES TOTAL: 51.59

4200-MUNICIPAL BLDG PROJECTS EXP

584023-GOLF COURSE FACILITY IMPROV

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WALTER DANIELS CONSTRUCTION CO IN	BARTLETT HILLS BANQUET EXPANSION	61,701.48
<u>INVOICES TOTAL:</u>		<u>61,701.48</u>

4300-DEVELOPER DEPOSITS EXPENDITURE

585042-IDNR STATE BIKE PATH LINKS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WILLS BURKE KELSEY ASSOC LTD	BARTLETT/IDNR BIKE PATH LINKS	1,121.06
<u>INVOICES TOTAL:</u>		<u>1,121.06</u>

430000-DEVELOPER DEPOSITS FUND

245000-DONATIONS DUE TO LIBRARY

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT PUBLIC LIBRARY	DEVELOPER DONATIONS	543.32
<u>INVOICES TOTAL:</u>		<u>543.32</u>

245001-DONATIONS DUE TO FIRE DISTRICT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT FIRE PROTECTION DISTRICT	DEVELOPER DONATIONS	751.17
<u>INVOICES TOTAL:</u>		<u>751.17</u>

245002-DONATIONS DUE TO PARK DISTRICT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT PARK DISTRICT	DEVELOPER DONATIONS	7,896.00
<u>INVOICES TOTAL:</u>		<u>7,896.00</u>

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARIF GIRNIWALA	VBR BOND REFUND	250.00
1 THOMAS KLCO	VBR BOND REFUND	500.00
<u>INVOICES TOTAL:</u>		<u>750.00</u>

4800-BREWSTER CREEK TIF MUN ACC EXP

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	CONSULTING SERVICES	1,175.00
<u>INVOICES TOTAL:</u>		<u>1,175.00</u>

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5000-WATER OPERATING EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	41.47
1 UNIFIRST CORP	UNIFORM RENTAL	41.47
INVOICES TOTAL:		82.94

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	180.41
INVOICES TOTAL:		180.41

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	364.50
INVOICES TOTAL:		364.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	21.10
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	85.98
INVOICES TOTAL:		107.08

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 OIL MASTERS	VEHICLE MAINTENANCE	38.80
INVOICES TOTAL:		38.80

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES	LEAK LOCATION SERVICES	770.00
1 STARK & SON TRENCHING INC	WATER MAIN REPAIRS	7,012.32
INVOICES TOTAL:		7,782.32

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ZEE MEDICAL SERVICE CO	MEDICAL SUPPLIES	53.48
INVOICES TOTAL:		53.48

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INSTITUTE OF BUSINESS	SUBSCRIPTION RENEWAL	88.50
INVOICES TOTAL:		88.50

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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1 FULLIFE SAFETY CENTER	SAFETY GEAR/SUPPLIES	612.70
	<u>INVOICES TOTAL:</u>	<u>612.70</u>

532000-AUTOMOTIVE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WEX BANK	FUEL PURCHASES	1,125.78
	<u>INVOICES TOTAL:</u>	<u>1,125.78</u>

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	COFFEE/INK CARTRIDGES	76.40
1 WAREHOUSE DIRECT	COMB/BINDING MACHINE/INK CARTRIDGES	142.80
	<u>INVOICES TOTAL:</u>	<u>219.20</u>

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY MAINTENANCE FEE	51.59
	<u>INVOICES TOTAL:</u>	<u>51.59</u>

5100-SEWER OPERATING EXPENSES

522300-UNIFORM RENTALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
1 UNIFIRST CORP	UNIFORM RENTAL	67.02
	<u>INVOICES TOTAL:</u>	<u>133.24</u>

522500-EQUIPMENT RENTALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 VERIZON WIRELESS	WIRELESS SERVICES	180.42
	<u>INVOICES TOTAL:</u>	<u>180.42</u>

522800-ANALYTICAL TESTING

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	555.00
	<u>INVOICES TOTAL:</u>	<u>555.00</u>

524120-UTILITIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 INTEGRYS ENERGY	ELECTRIC BILL	303.01
1 INTEGRYS ENERGY	ELECTRIC BILL	272.49
1 INTEGRYS ENERGY	ELECTRIC BILL	326.52
1 NICOR GAS	GAS BILL	90.16
1 NICOR GAS	GAS BILL	25.31
1 NICOR GAS	GAS BILL	23.52
	<u>INVOICES TOTAL:</u>	<u>1,041.01</u>

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524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	3,150.00
INVOICES TOTAL:		3,150.00

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	24.80
INVOICES TOTAL:		24.80

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	129.52
1 AIRGAS NORTH CENTRAL	MATERIALS & SUPPLIES	236.92
1 CALCO LTD	DEMINERALIZER	108.00
1 GRAPHIC CONTROLS LLC	MATERIALS & SUPPLIES	275.37
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	49.53
1 ZEE MEDICAL SERVICE CO	MEDICAL SUPPLIES	53.48
INVOICES TOTAL:		852.82

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SOLENIS LLC	CHEMICAL SUPPLIES	3,893.00
1 UNITED LABORATORIES	CHEMICAL SUPPLIES	478.40
1 UNITED LABORATORIES	CHEMICAL SUPPLIES	205.92
INVOICES TOTAL:		4,577.32

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONNEY SAFETY PRODUCTS	SAFETY EQUIPMENT	201.02
INVOICES TOTAL:		201.02

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	1,180.55
INVOICES TOTAL:		1,180.55

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/CARTON TAPE	240.78
1 WAREHOUSE DIRECT	CREDIT - RETURNED ITEM	-14.86
1 WAREHOUSE DIRECT	COMB/BINDING MACHINE/INK CARTRIDGES	142.80
INVOICES TOTAL:		368.72

534300-EQUIPMENT MAINTENANCE MATLS

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/3/2015**

1 BRAY SALES MIDWEST	EQUIPMENT MAINTENANCE SUPPLIES	251.90
1 THE FLOLO CORP	EQUIPMENT MAINTENANCE SUPPLIES	180.47
1 METROPOLITAN INDUSTRIES INC	PUMP REPAIRS	8,000.00
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRIC SUPPLIES	28.60
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	31.02
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL TAPE	23.02
	<u>INVOICES TOTAL:</u>	<u>8,515.01</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY MAINTENANCE FEE	51.60
	<u>INVOICES TOTAL:</u>	<u>51.60</u>

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	525.00
1 UNIFIRST CORP	MATS	12.00
1 UNIFIRST CORP	MATS	12.00
	<u>INVOICES TOTAL:</u>	<u>549.00</u>

523800-RENT TO RAILROAD

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METRA	QTRLY LEASE PYMT/NOV-JAN 2015	3,187.05
	<u>INVOICES TOTAL:</u>	<u>3,187.05</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	125.25
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	116.88
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	92.27
1 INTEGRYS ENERGY	ELECTRIC BILL	682.31
1 INTEGRYS ENERGY	ELECTRIC BILL	88.64
	<u>INVOICES TOTAL:</u>	<u>1,105.35</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOMATED PARKING TECHNOLOGIES I	DIGITAL PARKING RECEIPT PAPER	367.26
	<u>INVOICES TOTAL:</u>	<u>367.26</u>

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERI-SHRED INC	PAPER SHREDDING SERVICES	50.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/3/2015**

INVOICES TOTAL: 50.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTEGRYS ENERGY	ELECTRIC BILL	38.12
		<u>INVOICES TOTAL: 38.12</u>

534333-PURCHASES - GOLF CLUBS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PING	GOLF CLUBS	920.07
1 PING	OPEN CREDIT ON ACCOUNT	-14.62
		<u>INVOICES TOTAL: 905.45</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	PIN 06-34-100-026-0000	14.69
** 1 FABRICUT INC	FABRIC FOR WINDOW TREATMENTS	230.78
		<u>INVOICES TOTAL: 245.47</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH BURRIS	PLUMBING SERVICES	655.00
** 1 AFFORDABLE SEATING LLC	50% DEPOSIT/BAR FURNITURE	1,288.33
1 COMPLETE BAR SYSTEMS INC	BEER SYSTEM REMOVAL	125.00
		<u>INVOICES TOTAL: 2,068.33</u>

5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTEGRYS ENERGY	ELECTRIC BILL	12.70
		<u>INVOICES TOTAL: 12.70</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUETARP FINANCIAL INC	EQUIPMENT MAINTENANCE SUPPLIES	130.28
1 O'REILLY AUTOMOTIVE INC	EQUIPMENT MAINTENANCE SUPPLIES	606.09
		<u>INVOICES TOTAL: 736.37</u>

5560-GOLF RESTAURANT EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTEGRYS ENERGY	ELECTRIC BILL	6.35
		<u>INVOICES TOTAL: 6.35</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/3/2015**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LOGSDON OFFICE SUPPLY	CHAIRMAT/PAPER/LEGAL PADS	40.00
INVOICES TOTAL:		40.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TIME BUSINESS SYSTEMS INC	NETWORK DROPS FOR BAR AREA	583.30
INVOICES TOTAL:		583.30

5570-GOLF BANQUET EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTEGRYS ENERGY	ELECTRIC BILL	6.35
INVOICES TOTAL:		6.35

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LOGSDON OFFICE SUPPLY	CHAIRMAT/PAPER/LEGAL PADS	49.45
INVOICES TOTAL:		49.45

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEW ALBERTSONS INC	FOOD PURCHASE	59.88
INVOICES TOTAL:		59.88

6000-CENTRAL SERVICES EXPENSES

516500-UNEMPLOYMENT BENEFITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 IL DEPT OF EMPLOYMENT SECURITY	UNEMPLOYMENT BENEFITS	1,027.63
INVOICES TOTAL:		1,027.63

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	72.41
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	2,859.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY MAINTENANCE FEE	222.00
INVOICES TOTAL:		3,153.41

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	212.35
1 COMCAST	VPN SERVICE	234.40
1 DLS INTERNET SERVICES	INTERNET SERVICES	123.95

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/3/2015**

INVOICES TOTAL: 570.70

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CREEKSIDE PRINTING	BARTLETTER	4,724.94
INVOICES TOTAL:		4,724.94

523001-PERSONNEL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	56.00
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	84.00
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	56.00
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	196.00
INVOICES TOTAL:		392.00

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - FEB 2015	2,705.00
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
INVOICES TOTAL:		2,788.60

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PAETEC	TELEPHONE BILL	485.68
INVOICES TOTAL:		485.68

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	724.96
1 INTEGRYS ENERGY	ELECTRIC BILL	68.40
INVOICES TOTAL:		793.36

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	96.25
1 CENTURY PRINT & GRAPHICS	WINDOW ENVELOPES	862.50
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	129.69
1 WAREHOUSE DIRECT	LABELMAKER/LANYARDS/ENVELOPES	22.59
1 WAREHOUSE DIRECT	PAPER/TRASH BAGS/PAPER TOWELS	853.64
1 WAREHOUSE DIRECT	PAPER	28.99
1 WAREHOUSE DIRECT	PAPER/ENVELOPES/BATTERIES	128.63
INVOICES TOTAL:		2,122.29

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	FLUORESCENT LIGHTS	30.96

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/3/2015**

INVOICES TOTAL: 30.96

7000-POLICE PENSION EXPENDITURES

523001-PERSONNEL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUFFALO GROVE ORTHOPAEDIC ASSOC	MEDICAL EXAM SERVICES	1,100.00
INVOICES TOTAL:		1,100.00

GRAND TOTAL: 391,422.89

GENERAL FUND	258,746.05
MUNICIPAL BUILDING FUND	61,701.48
DEVELOPER DEPOSITS FUND	11,061.55
BREWSTER CREEK TIF MUN ACCT	1,175.00
WATER FUND	10,707.30
SEWER FUND	20,831.51
PARKING FUND	5,208.66
GOLF FUND	4,801.77
CENTRAL SERVICES FUND	16,089.57
POLICE PENSION FUND	1,100.00
GRAND TOTAL	391,422.89

** Indicates pre-issue check.

CASH & INVESTMENT REPORT

January 31, 2015

Fund	12/31/2014	Receipts	Disbursements	1/31/2015	Detail of Ending Balance			1/31/2015
					Cash	Investments	Net Assets/Liab.	
General	12,550,234	1,265,442	2,072,696	11,742,980	4,577,348	7,357,357	(191,725)	11,742,980
MFT	3,489,494	104,010	0	3,593,504	1,484,303	1,967,439	141,762	3,593,504
Debt Service	546,788	1,661	0	548,449	209,706	338,469	274	548,449
Capital Projects	268,572	789,042	17,448	1,040,166	113,526	807,081	119,559	1,040,166
Municipal Building	1,431,068	6,107	0	1,437,175	442,464	714,145	280,566	1,437,175
Developer Deposits	6,220,196	640	2,679	6,218,157	551,027	4,889,903	777,227	6,218,157
Town Center TIF	457,041	21	0	457,062	105,816	170,790	180,456	457,062
59 & Lake TIF	0	0	0	0	0	0	0	0
BC Municipal TIF	521,013	41	34,780	486,274	195,514	315,563	(24,802)	486,274
Bluff City Tif Municipal	3,892	0	0	3,892	1,488	2,402	2	3,892
Water	23,516,133	518,516	191,992	23,842,657	1,346,263	2,172,734	20,323,660	23,842,657
Sewer	24,763,644	266,615	363,870	24,666,389	840,029	1,355,662	22,470,698	24,666,389
Parking	111,992	15,647	14,380	113,259	9,913	15,999	87,347	113,259
Golf	2,009,671	9,969	129,602	1,890,038	0	0	1,890,038	1,890,038
Central Services	792,894	85,613	53,389	825,117	285,057	460,087	79,974	825,117
Vehicle Replacement	2,981,166	49,575	142,908	2,887,833	449,853	726,072	1,711,907	2,887,833
TOTALS	79,663,798	3,112,899	3,023,746	79,752,951	10,612,308	21,293,703	47,846,940	79,752,951

BC Project TIF	5,372,300	370,756	370,700	5,372,356	5,372,357	0	0	5,372,356
Bluff City Project TIF	15	0	0	15	15	0	0	15
Bluff City SSA Debt Srv.	374,991	8	652	374,347	374,347	0	0	374,347
Police Pension	33,544,628	(4,821)	115,292	33,424,515	2,967,543	30,366,857	90,115	33,424,515


 Jeff Martynowicz
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
 FISCAL YEAR 2014/15 as of January 31, 2015

Fund	Revenues				Expenditures			
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	16,353,699	22,165,693	73.78%	76.97%	16,707,742	22,520,430	74.19%	76.39%
MFT	1,180,700	1,188,990	99.30%	84.23%	0	250,000	0.00%	0.00%
Debt Service	1,435,682	1,754,644	81.82%	76.77%	1,957,088	1,959,688	99.87%	99.87%
Capital Projects	826,551	2,501,421	33.04%	0.36%	3,752,656	6,764,261	55.48%	58.93%
Municipal Building	9,134	1,400	652.45%	1420.26%	3,100	518,000	0.60%	0.00%
Developer Deposits	76,761	20,912	367.07%	68.12%	87,391	616,751	14.17%	3.13%
Town Center TIF	299	0	100.00%	100.00%	0	0	0.00%	0.00%
Bluff City SSA	452,876	1,008,420	44.91%	44.32%	1,006,670	1,220,000	82.51%	80.79%
59 & Lake TIF	0	74,000	0.00%	0.00%	0	74,000	0.00%	25.03%
Bluff City Municipal TIF	819	1,200	68.22%	76.97%	0	0	0.00%	0.00%
Bluff City Project TIF	12,773	2,182,500	0.04%	1.13%	12,767	2,182,500	0.58%	1.14%
Brewster Creek Municipal TIF	568,352	500,300	113.60%	102.04%	343,881	504,357	68.18%	66.10%
Brewster Creek Project TIF	4,623,618	4,290,500	107.76%	93.19%	2,727,155	4,305,750	63.34%	52.44%
Water	5,238,536	8,544,613	61.31%	62.67%	4,535,249	9,432,416	48.08%	55.92%
Sewer	2,691,541	3,281,625	82.02%	97.40%	2,792,460	4,009,193	69.65%	74.63%
Parking	175,392	230,000	76.26%	73.96%	182,562	279,742	65.26%	91.38%
Golf	1,690,169	2,491,050	67.85%	70.45%	1,854,104	2,471,723	75.01%	74.12%
Central Services	766,823	1,021,263	75.09%	72.08%	741,131	1,165,598	63.58%	71.97%
Vehicle Replacement	510,849	644,770	79.23%	52.65%	494,141	644,500	76.67%	53.85%
Police Pension	3,021,418	2,012,526	150.13%	93.31%	892,355	2,012,526	44.34%	38.50%
Subtotal	39,635,990	53,915,827	73.51%	70.09%	38,090,451	60,931,435	62.51%	65.73%
Less Interfund Transfers	(2,452,057)	(3,360,309)	72.97%	66.86%	(2,452,057)	(3,360,309)	72.97%	66.86%
Total	37,183,934	50,555,518	73.55%	70.31%	35,638,394	57,571,126	61.90%	65.66%

**VILLAGE OF BARTLETT TREASURER'S REPORT
MAJOR REVENUE BUDGET COMPARISONS
FISCAL YEAR 2014/15 as of January 31, 2015**

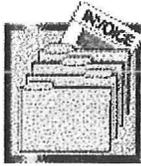
Fund	Current Year		Percent	Prior YTD
	Actual	Budget		%
Property Taxes	7,748,839	9,692,526	79.95%	78.50%
Sales Taxes (General Fund)	1,586,405	2,075,000	76.45%	78.21%
Income Taxes	3,164,996	4,042,750	78.29%	81.64%
Telecommunications Tax	874,066	1,300,000	67.24%	70.62%
Real Estate Transfer Tax	423,813	410,000	103.37%	100.26%
Building Permits	352,364	435,600	80.89%	115.22%
MFT	1,177,757	1,188,490	99.10%	84.18%
Water Charges	4,989,926	6,800,000	73.38%	75.44%
Sewer Charges	2,420,168	3,220,000	75.16%	75.70%
Interest Income	86,171	43,200	199.47%	107.49%
Gas Utility Tax	497,416	1,095,000	45.43%	50.14%
Electric Utility Tax	441,778	610,000	72.42%	74.84%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2014/15 as of January 31, 2015

Fund	Current Year		Percent
	Actual	Budget	
Golf Program			
Revenues	997,286	1,525,050	65.39%
Expenses	1,119,734	1,495,904	74.85%
Net Income	(122,448)	29,146	-420.12%
F&B - Restaurant			
Revenues	95,996	128,000	75.00%
Expenses	240,328	321,466	74.76%
Net Income	(144,333)	(193,466)	74.60%
F&B - Banquet			
Revenues	495,950	725,000	68.41%
Expenses	443,260	590,992	75.00%
Net Income	52,690	134,008	39.32%
F&B - Midway			
Revenues	100,937	113,000	89.32%
Expenses	50,781	63,361	80.15%
Net Income	50,156	49,639	101.04%
Golf Fund Total			
Revenues	1,690,169	2,491,050	67.85%
Expenses	1,854,104	2,471,723	75.01%
Net Income	(163,935)	19,327	-848.22%

Sales Taxes

Month	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15
May	146,546	126,506	175,701	173,657	178,983
June	137,130	164,604	195,692	193,303	201,968
July	176,678	165,519	190,898	186,097	188,547
August	180,229	177,919	180,797	184,425	190,872
September	177,173	187,893	182,163	189,650	183,399
October	168,710	177,758	165,188	170,530	188,055
November	162,303	161,152	181,865	174,037	179,846
December	171,232	164,341	165,852	153,005	163,529
January	166,523	167,926	168,154	210,506	
February	171,856	157,086	147,189	151,678	
March	168,981	177,777	147,039	128,886	
April	132,397	152,124	162,595	153,553	
Total	1,959,758	1,980,605	2,063,133	2,069,327	1,475,200
% increase	-7.33%	0.86%	4.17%	0.30%	6.88%
 Budget	 1,950,000	 1,950,000	 1,975,000	 2,010,000	 2,075,000



Vendor Warrants

[Vendor Home](#)

BARTLETT VILLAGE TREASURER



[Summary](#) [Contracts](#) [Payments](#)

Warrant/EFT#: EF 0006807

Fiscal Year: 2015	Issue Date: 02/05/15			
Warrant Total: \$163,529.20	Warrant Status:			
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		AG755979	5AG755979	\$163,529.20

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$163,529.20	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 02/04/2015
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: NOV. 2014 COLL MO: DEC. 2014 VCHR MO: FEB. 2015
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

Click [here](#) for assistance with this screen.

MOTOR FUEL TAX

Month	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15
May	89,807	85,450	89,115	104,788	106,665
June	86,890	83,830	75,066	71,924	80,212
July	82,123	78,002	87,721	84,361	89,915
August	89,014	90,041	87,924	99,063	61,056
September	86,580	88,420	76,347	70,076	83,006
October	99,672	79,216	83,510	90,026	89,337
November	73,018	88,011	89,027	77,655	90,552
December	93,136	92,981	85,014	103,117	103,771
January	89,163	115,721	82,788	90,866	97,525
February	96,459	83,346	70,348	83,687	
March	77,675	84,943	83,251	65,802	
April	89,807	82,622	70,866	75,969	
Subtotal	1,053,344	1,052,583	980,978	1,017,334	802,040
Plus:					
High Growth	46,918	29,046	29,031	37,678	37,682
Jobs Now	179,796	179,796	179,796	179,796	359,592
Total	1,280,058	1,261,425	1,189,805	1,234,808	1,199,314
Budget	1,015,000	1,250,000	1,250,000	1,175,000	1,188,990
Annual Inc in \$ w/o High Growth	1.50%	-0.07%	-6.80%	3.71%	7.33%



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

February 3, 2015

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR JANUARY, 2015

Beginning Unobligated Balance		\$4,100,728.45
Motor Fuel Tax Allotment	\$97,525.38	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$97,525.38
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$4,198,253.83

PROCESSED TRANSACTIONS:

COMMUNITY DEVELOPMENT MEMORANDUM

15-007

DATE: February 23, 2015
TO: Valerie L. Salmons, Village Administrator
FROM: Jim Plonczynski, Community Development Director
RE: **(#15-01) Zoning Map Update – 2015**

The following is a list of changes made to the Village of Bartlett's Official Zoning Map during the **calendar year of 2014**. As stated in the Illinois Compiled Statutes 65 ILCS 5/11-13-19, the Village is required to publish a map of all the zoning changes made in the preceding year prior to March 31st of each calendar year. An updated map is attached for your reference.

Staff is requesting that the Zoning Map Update be forwarded directly to the Village Board.

Rezoning

There was one (1) rezoning in 2014:

1. MJB's Gerber Road Resubdivision (Case #13-18) – Rezoning from ER-1 to SR-2

An Ordinance approving the Zoning Map Update is attached for your review.

ORDINANCE 2015-_____

**AN ORDINANCE ADOPTING
THE VILLAGE OF BARTLETT, ILLINOIS-OFFICIAL ZONING MAP 2015**

WHEREAS, it is required by the Illinois Compiled Statutes (65 ILCS 5/11-13-19) that corporate authorities shall cause to be published no later than March 31 of each year a map clearly showing the existing zoning uses, divisions, restrictions, regulations and classifications of the municipality for the preceding calendar year,

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 the Village of Bartlett hereby adopts and publishes the Village of Bartlett, Illinois-Official Zoning Map 2015 appended hereto as Exhibit A, expressly made a part hereof.

SECTION TWO: That the Village Clerk is hereby authorized and directed to publish this Ordinance, including the Official Zoning Map adopted and approved herein, in pamphlet form.

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

SECTION FOUR: REPEAL OF PRIOR ORDINANCES. All prior Ordinances and

Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form, as required by law.

ROLL CALL VOTE:

AYES:

NAYS:

PASSED this 3rd day of March, 2015

APPROVED this 3rd day of March, 2015

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2015- _____ enacted on March 3, 2015 and approved on March 3, 2015, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk



Agenda Item Executive Summary

Item Name Downtown Tax Increment Financing (TIF)
District Public Hearing Resolution Committee
or Board Board

BUDGET IMPACT

Amount:	n/a	Budgeted	n/a
List what fund	n/a		

EXECUTIVE SUMMARY

Downtown Tax Increment Financing (TIF) District

Staff is requesting direction to continue proceeding in the creation of a new Downtown Tax Increment Financing (TIF) District, in conjunction with TIF consulting firm Kane, McKenna Associates.

The next step in establishing the Downtown TIF is to adopt a Resolution calling for a Public Hearing to consider the creation of the TIF. Attached is a Resolution calling for a Public Hearing on June 2, 2015 as well as holding a Joint Review Board (JRB) meeting comprised on local taxing districts on April 22, 2015 at 1:00 p.m.

ATTACHMENTS (PLEASE LIST)

CD Memo 15-034, Resolution 2015- ___ A Resolution calling for a Public Hearing to consider the establishment of the Downtown Tax Increment Financing And Redevelopment Project Area and Plan for the Village of Bartlett

ACTION REQUESTED

Resolution x

Ordinance

Motion: I move to approve Resolution 2015-___ calling for a Public Hearing to consider the establishment of the Downtown Tax Increment Financing and Redevelopment Project Area and Plan for the Village of Bartlett, Counties of Cook, DuPage and Kane, State of Illinois.

Staff: Jim Plonczynski, Community Develop. Director Date: 2/20/2015

COMMUNITY DEVELOPMENT MEMORANDUM

15-034

DATE: February 20, 2015
TO: Valerie L. Salmons, Village Administrator
FROM: Jim Plonczynski, C.D. Director
RE: Downtown TIF District

MOST RECENT DISCUSSION:

Following the Village Board Committee's February 17th review of the EDC's positive recommendation regarding establishment of a new Downtown TIF, the Committee directed Staff to prepare a Resolution calling for a Public Hearing to consider the establishment of the new Project Area, which is a State requirement. Prior to the Public Hearing, a Joint Review Board comprised of representatives of the taxing districts included within the proposed TIF and one public member must be held.

The Joint Review Board meeting must be held at least fourteen (14) days after the notice by the municipality to all the taxing districts, which shall not be less than forty-five (45) days prior to the public hearing.

PREVIOUS DISCUSSION:

Since February 2014, the Village has been considering the creation of a Tax Increment Financing (TIF) District to encompass the Downtown Business District. The Village has considered the creation of this TIF as portions of the downtown area have struggled with a lack of private investment over the past four years, since the expiration of the original 1986 Downtown TIF District expired at the end of 2010.

The Economic Development Commission (EDC) recommended the creation of a new Downtown TIF District as a financial tool to remedy the lack of private investment with public/private partnerships, and to assist the Village in continuing its proactive economic development efforts.

The Village Board directed Staff to engage the services of Kane, McKenna Associates (KMA), a leading TIF consulting firm, at its June 17, 2014 meeting. Staff worked closely with KMA in determining the TIF's boundaries, possible projects including infrastructure improvements, studying the vacancy rate and other issues to determine TIF eligibility and to create a Redevelopment Plan for the downtown area.

The Planning & Zoning Committee reviewed the TIF Redevelopment Plan and the Qualification Report at its December 2, 2014 meeting, at which time the Committee referred the matter to the EDC for its input and recommendation.

The EDC reviewed the proposed TIF Redevelopment Plan and the Qualification Report at its January 12, 2015 meeting, at which the Commission recommended in favor of creating the new TIF.

RECOMMENDATION:

Staff is requesting that the Village Board approve a Resolution calling for a Public Hearing on June 2, 2015 and a Joint Review Board meeting on April 22, 2015 to consider the designation of a Redevelopment Project Area and the approval of a Redevelopment Plan and Project for the Village of Bartlett Downtown Tax Increment Financing District.

**VILLAGE OF BARTLETT
COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS**

RESOLUTION NO. 2015-_____

A RESOLUTION CALLING FOR A PUBLIC HEARING TO CONSIDER THE ESTABLISHMENT OF THE DOWNTOWN TAX INCREMENT FINANCING AND REDEVELOPMENT PROJECT AREA AND PLAN FOR THE VILLAGE OF BARTLETT, COUNTIES OF COOK, DUPAGE AND KANE, STATE OF ILLINOIS.

* * * * *

WHEREAS, the Village of Bartlett, Counties of Cook, DuPage and Kane, State of Illinois (the "Village") is a duly organized and existing village created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village President (the "President"), the Honorable Kevin Wallace, the Village Clerk, the Honorable Lorna Giless, and the Board of Trustees of the Village (the "Village Board"), the Honorable T.L. Arends, Michael E. Camerer, Vince Carbonaro, Gregory A. Martin, Aaron H. Reinke and Eric Shipman, constitute the duly elected, qualified and acting officials of the Village; and

WHEREAS, the Village is authorized to take certain actions pertaining to redevelopment activities; and

WHEREAS, the President and the Village Board (collectively, the "Corporate Authorities") are considering establishing a redevelopment project area (the "RPA") within the Village's corporate limits, called the Village of Bartlett Downtown Tax Increment

Financing and Redevelopment Project Area, pursuant to the "Tax Increment Allocation Redevelopment Act," 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "Act"); and

WHEREAS, pursuant to Section 11-74.4-5(a) of the Act, the Village must fix a time and place for a public hearing prior to the adoption of an ordinance proposing the establishment of a RPA or approving a redevelopment plan or project; and

WHEREAS, pursuant to Sections 11-74.4-5 and 11-74.4-6 of the Act, the Village must give certain notices prior to this public hearing; and

WHEREAS, pursuant to Section 11-74.4-5(b) of the Act, the Village must convene a Joint Review Board ("Board") in order to consider the proposed establishment of a RPA and a redevelopment plan prior to the adoption of ordinances regarding those matters; and

WHEREAS, in accordance with the Act prior to the adoption of this Resolution, the Village has made available for public inspection the redevelopment plan; and

WHEREAS, based on the foregoing, the Corporate Authorities have determined that it is necessary, advisable and in the best interests of the Village and its residents to hold the public hearing and convene the Board so that the Village may adopt ordinances establishing the RPA and approving a redevelopment plan; and

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

**ARTICLE I.
IN GENERAL**

Section 1.0 Incorporation Clause.

The statements set forth in the preambles to this Resolution are found to be true and correct and are adopted as part of this Resolution.

Section 2.0 Purpose.

The purpose of this Resolution is to establish times and locations for a public hearing and a meeting of the Board to establish a RPA in the Village and to authorize the Village to take all steps necessary to hold the public hearing and to ratify any steps taken to effectuate that goal.

Section 3.0 Invocation of Authority.

This Resolution is adopted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

Section 4.0 State Law Adopted.

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Resolution are hereby incorporated herein by reference.

**ARTICLE II.
TAX INCREMENT FINANCING; PUBLIC HEARING; NOTICE; JOINT REVIEW
BOARD**

Section 5.0 Establishing a Public Hearing.

The Village President and the Village Board hereby fix the date of June 2, 2015 at the hour of 7:00 p.m. at the Village of Bartlett Council Chambers, 228 Main Street, Bartlett, Illinois, for the purpose of conducting a public hearing to hear from any interested persons, taxpayers, or affected taxing districts regarding the proposed establishment of the RPA and redevelopment plan for the area legally described in Exhibit A, which is attached to this Resolution and incorporated herein by this reference. The public hearing shall be conducted in accordance with the Act. A copy of the proposed redevelopment

plan is and shall be on file in the office of the Village Clerk and shall be available for public inspection during regular business hours.

Section 6.0 Public Hearing; Notice.

Notice of the public hearing described in Section 5.0 above shall be given by publication and mailing as required by the Act. The notice shall be substantially in the form attached to this Resolution as Exhibit B and incorporated herein. The Village Attorney and Kane, McKenna and Associates, Inc., are authorized and directed to take all actions necessary to provide such notice in accordance with the Act and all other notices necessary to achieve compliance with the Act.

Section 7.0 Interested Persons.

At the public hearing described in Section 5.0 above, any interested person, taxpayer, or affected taxing district may file with the Village Clerk written comments and/or objections to, and may be heard orally with respect to, any issues embodied in the notice given for the public hearing.

Section 8.0 Joint Review Board; Established.

The Board shall be established for the purposes set forth in the Act. The Board shall consist of one representative selected by each community college district, high school district, local elementary school district, high school district, library district, park district, fire protection district, and township and county that has authority to directly levy taxes on the property within the RPA, a representative selected by the Village and a public member. The public member and the Board's chairperson shall be selected by a majority of other members of the Board. The Board shall meet on April 22, 2015, at 1:00 p.m. at the Village of Bartlett Council Chambers, 228 Main Street, Bartlett, Illinois.

Section 9.0 Joint Review Board; Operations.

The Board shall act in accordance with the Act. Its actions shall include, but shall not be limited to, the following:

a. The Board shall decide whether to recommend that the Village approve or deny the proposed establishment of the redevelopment plan or approve the aforesaid plan with modification(s).

b. In making its decision, the Board shall review the public record, planning documents, and proposed ordinances approving the redevelopment plan and project to be adopted by the Village before concluding its deliberations.

c. As part of its deliberations, the Board may hold additional hearings on the proposed redevelopment plan and project.

d. The Board shall make its decision to recommend approval or denial of the proposed establishment of the redevelopment plan on the basis of whether or not the area at issue in the redevelopment plan satisfies the eligibility criteria defined in Section 11-74.4-3 of the Act, and the objectives of the Act.

e. The Board's recommendation shall be adopted by a majority vote of those members of the Board present and voting.

f. In general, the Board's recommendation shall be an advisory, non-binding recommendation.

g. The Board's recommendation shall be reduced to a written report.

h. This report shall be submitted to the Village a maximum of thirty (30) days after the convening of the Board. Failure of the Board to submit its report on a timely basis shall not be cause to delay the public hearing described in Section 5.0 above, nor any other step in the process of establishing the RPA contemplated by this Resolution. In the event the Board does not file this report, it shall be presumed that the taxing bodies represented on the Board find the RPA to satisfy the eligibility criteria defined in the Act and approve all matters before it.

i. If the Board recommends rejection of the matters before it, the Village will have thirty (30) days within which to resubmit the plan or the plan with amendment thereof. During this period, the Village meet and confer with the Board and attempt to resolve those issues set forth in the Board's written report that led to the rejection of the plan or plan with amendment thereof.

j. In the event that the Village and the Board are unable to resolve their differences, or in the event that the resubmitted plan is rejected by the Board, the Village may proceed with the plan, but only upon a three-fifths vote of the Village Board.

Section 10.0 Joint Review Board; Representative.

The Village's representative on the Board shall be the President or his designee.

Section 11.0 Other Actions Authorized.

The officers and employees of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Resolution and otherwise to consummate the transactions contemplated hereby, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the Resolution.

Section 12.0 Acts of Village Officials.

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

ARTICLE III.

HEADINGS, SAVINGS CLAUSES, PUBLICATION, EFFECTIVE DATE

Section 13.0 Headings.

The headings for the articles, sections, paragraphs and sub-paragraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provisions of this Resolution.

Section 14.0 Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision, clause, sentence, paragraph, sub-paragraph, section, or part of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision, clause, sentence, paragraph, sub-paragraph, section, or part shall be excluded and deemed inoperative, unenforceable, and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect. It is hereby declared to be the legislative intent of the Village Board that this Resolution would have been adopted had not such unconstitutional or invalid provision, clause, sentence, paragraph, sub-paragraph, section, or part thereof been included.

Section 15.0 Superseder.

All code provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 16.0 Publication.

A full, true and complete copy of this Resolution shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

Section 17.0 Effective Date.

This Resolution shall be in full force and effect upon its passage, approval and publication, as provided by law.

On The Individual Poll And Voice Vote Of The Board of Trustees:

AYE VOTES:

NAY VOTES:

ABSTAIN:

ABSENT:

SO RESOLVED, PASSED AND APPROVED IN AND AT THE VILLAGE OF
BARTLETT, COUNTIES OF COOK, DU PAGE AND KANE, STATE OF ILLINOIS, THIS
THIRD DAY OF MARCH, 2015, A.D.

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

(SEAL)

Recorded in the Municipal Records: March 3, 2015
Published in Pamphlet Form: March 3, 2015

CERTIFICATE

I, the undersigned, certify that I am duly qualified and acting as Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village"), and as such, I am the keeper of the records and files of the Village and of its President and Board of Trustees. I further certify as follows:

Attached to this Certificate is a true, correct and complete copy of Village of Bartlett Resolution No. 2015-____, entitled:

A RESOLUTION AUTHORIZING THE REDEVELOPMENT OF CERTAIN PROPERTY CURRENTLY IN THE VILLAGE OF BARTLETT AND THE INDUCEMENT OF CERTAIN REDEVELOPMENT EXPENDITURES, IN THE VILLAGE OF BARTLETT, COUNTIES OF COOK, DUPAGE, AND KANE, STATE OF ILLINOIS.

This Resolution was passed and approved by the Village President and the Board of Trustees on March 3, 2015. A true, correct, and complete copy of this Resolution was published in pamphlet form on March 3, 2015.

Given under my hand and official seal at the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, this third day of March, 2015.

Village Clerk

**EXHIBIT A
LEGAL DESCRIPTION**

BARTLETT DOWNTOWN TIF DISTRICT – LEGAL DESCRIPTION:

THAT PART OF SECTIONS 34 AND 35, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 16 IN BLOCK 3 IN BARTLETT'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 22, 1873 AS DOCUMENT 121940 AND ALSO BEING THE NORTHERLY LINE OF A 20 FOOT ALLEY; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID ALLEY TO THE SOUTHWEST CORNER OF LOT 10 IN BLOCK 2 IN SAID BARTLETT'S SUBDIVISION; THENCE NORTHERLY ALONG THE WEST LINE OF LOTS 1 THROUGH 10, INCLUSIVE, IN SAID BLOCK 2 TO THE NORTHWEST CORNER OF SAID LOT 1 IN BLOCK 2 AND ALSO BEING THE SOUTH LINE OF NORTH AVENUE; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 1 IN BLOCK 2 AND LOT 30 IN BLOCK 1 IN SAID BARTLETT'S SUBDIVISION AND ALSO BEING THE SOUTH LINE OF NORTH AVENUE TO THE NORTHEAST CORNER OF SAID LOT 30 IN BLOCK 1; THENCE SOUTHERLY ALONG THE EAST LINE OF LOTS 26 THROUGH 30, INCLUSIVE, IN BLOCK 1 IN SAID BARTLETT'S SUBDIVISION TO THE NORTHWEST CORNER OF BOHN'S RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1985 AS DOCUMENT 27423119; THENCE EASTERLY ALONG THE NORTH LINE OF SAID BOHN'S RESUBDIVISION TO THE NORTHEAST CORNER OF SAID BOHN'S RESUBDIVISION; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID BOHN'S RESUBDIVISION TO THE SOUTHEAST CORNER OF SAID BOHN'S RESUBDIVISION AND ALSO BEING THE NORTHERLY LINE OF SAID 20 FOOT ALLEY; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF A 20 FOOT ALLEY TO THE WEST LINE OF SAID SECTION 35; THENCE NORTHERLY ALONG SAID WEST LINE OF SECTION 35 TO THE NORTHERLY LINE OF ONEIDA AVENUE; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF ONEIDA AVENUE TO THE EAST LINE OF BERTEAU AVENUE; THENCE SOUTHERLY ALONG SAID EAST LINE OF BERTEAU AVENUE TO THE NORTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE SOUTHWESTERLY TO INTERSECTION OF THE SOUTHERLY LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD AND THE EAST LINE OF BERTEAU AVENUE; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD TO THE EAST LINE OF SUPERWASH SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1994 AS DOCUMENT 94508876; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SUPERWASH SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE NORTH LINE OF DEVON AVENUE; THENCE WESTERLY ALONG SAID NORTH LINE OF DEVON AVENUE TO THE EAST LINE OF PROSPECT AVENUE; THENCE SOUTHERLY ALONG SAID EAST LINE OF

PROSPECT AVENUE TO THE SOUTH LINE OF SAID SECTION 35; THENCE WESTERLY ALONG SAID SOUTH LINE OF SECTION 35 AND THE SOUTH LINE OF SAID SECTION 34 TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF HERITAGE OAKS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1979 AS DOCUMENT 24884597; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND EAST LINE OF HERITAGE OAKS TO THE NORTHEAST CORNER OF HERITAGE OAKS AND ALSO BEING THE SOUTHERLY LINE OF BARTLETT MUNICIPAL CENTER RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22, 2005 AS DOCUMENT 0517318024; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF BARTLETT MUNICIPAL CENTER RESUBDIVISION TO THE EAST LINE OF OAK AVENUE; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF OAK AVENUE TO THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 3 IN BLOCK 5 IN SAID BARTLETT'S SUBDIVISION; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF LOT 3 IN BLOCK 5 AND THE EASTERLY EXTENSION THEREOF TO THE SOUTHWEST CORNER OF SAID LOT 3 IN BLOCK 5; THENCE NORTHERLY ALONG THE WEST LINE OF LOTS 2 AND 3 IN SAID BLOCK 5 TO A POINT ON THE EAST LINE OF LOT 11 IN SAID BLOCK 5 THAT IS EQUI-DISTANT BETWEEN THE NORTHEAST AND SOUTHEAST CORNERS OF SAID LOT; THENCE WESTERLY TO A POINT ON THE WEST LINE OF SAID LOT 11 IN BLOCK 5 THAT IS EQUI-DISTANT BETWEEN THE SOUTHWEST AND NORTHWEST CORNERS OF SAID LOT AND ALSO BEING ON THE EAST LINE OF HICKORY AVENUE; THENCE NORTHERLY ALONG SAID EAST LINE OF HICKORY AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 3 IN BLOCK 4 IN SAID BARTLETT'S SUBDIVISION; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 3 TO THE WEST LINE OF SAID HICKORY AVENUE; THENCE NORTHERLY ALONG SAID WEST LINE OF HICKORY AVENUE TO THE SOUTH LINE OF LOT 2 IN SAID BLOCK 4 IN BARTLETT'S SUBDIVISION; THENCE WESTERLY ALONG SAID SOUTH LINE OF LOT 2 IN BLOCK 4 TO THE WEST LINE OF SAID LOT 2 IN BLOCK 4; THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 2 IN BLOCK 4 TO THE SOUTH LINE OF LOT 16 IN SAID BLOCK 4 IN BARTLETT'S SUBDIVISION; THENCE WESTERLY ALONG SAID SOUTH LINE OF LOT 16 IN BLOCK 4 TO THE EAST LINE OF WESTERN AVENUE; THENCE NORTHERLY ALONG SAID EAST LINE OF WESTERN AVENUE TO THE POINT OF BEGINNING.

EXCEPT THAT PART OF SAID SECTIONS 34 AND 35, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 IN BLOCK 16 IN H.O. STONE & CO'S. TOWN ADDITION TO BARTLETT, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1929 AS DOCUMENT 10435526 AND ALSO BEING ON THE WEST LINE OF BERTEAU AVENUE; THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF BERTEAU AVENUE TO THE SOUTHEAST CORNER OF LOT 6 IN BLOCK 17 IN SAID H.O. STONE & CO'S. TOWN ADDITION TO BARTLETT; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 6 AND 33 IN SAID BLOCK 17 AND THE SOUTH LINE OF LOTS 6 AND 33 IN BLOCK 18 IN SAID H.O. STONE & CO'S. TOWN ADDITION TO BARTLETT AND THE EXTENSIONS THEREOF TO THE

CENTERLINE OF VACATED TATGE AVENUE; THENCE NORTHERLY ALONG SAID CENTERLINE OF VACATED TATGE AVENUE TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 5 IN BLOCK 19 IN SAID H.O. STONE & CO'S. TOWN ADDITION TO BARTLETT; THENCE WESTERLY ALONG THE NORTH LINE OF LOTS 5 AND 33 IN SAID BLOCK 19 IN H.O. STONE & CO'S. TOWN ADDITION TO BARTLETT AND EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF SAID LOT 33 AND ALSO BEING THE EASTERLY LINE OF MAIN STREET; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF MAIN STREET TO THE NORTH LINE OF LOT 35 IN SAID BLOCK 19; THENCE EASTERLY ALONG SAID NORTH LINE OF LOT 35 TO THE NORTHEAST CORNER OF SAID LOT 35; THENCE NORTHERLY ALONG A WESTERLY BOUNDARY OF SAID H.O. STONE & CO'S. TOWN ADDITION TO BARTLETT AND ALSO BEING AN EASTERLY BOUNDARY OF BARTLETT TOWN CENTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 2003 AS DOCUMENT 0328310201 AND EXTENSION THEREOF TO AN ANGLE POINT IN THE SOUTHERLY BOUNDARY OF LOT 2 IN SAID BARTLETT TOWN CENTER SUBDIVISION; THENCE EASTERLY ALONG A SOUTH BOUNDARY OF SAID LOT 2 TO THE SOUTHEAST CORNER OF LOT 2; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 2 TO THE NORTHERLY BOUNDARY OF SAID BARTLETT TOWN CENTER SUBDIVISION AND ALSO BEING THE SOUTHERLY LINE OF RAILROAD AVENUE; THENCE EASTERLY ALONG SAID NORTHERLY BOUNDARY OF SAID BARTLETT TOWN CENTER SUBDIVISION TO THE EAST LINE OF LOT 10 IN SAID BARTLETT TOWN CENTER SUBDIVISION; THENCE SOUTHERLY ALONG SAID EAST LINE OF LOT 10 TO A SOUTHERLY BOUNDARY OF SAID BARTLETT TOWN CENTER SUBDIVISION; THENCE EASTERLY ALONG SAID SOUTHERLY BOUNDARY OF BARTLETT TOWN CENTER SUBDIVISION AND ALSO BEING THE NORTH LINE OF SAID H.O. STONE & CO'S. TOWN ADDITION TO BARTLETT TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PART OF SAID SECTION 35, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF RAILROAD AVENUE AND PROSPECT AVENUE; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID PROSPECT AVENUE TO THE NORTH LINE OF DEVON AVENUE; THENCE WESTERLY ALONG SAID NORTH LINE OF DEVON AVENUE TO THE WEST LINE OF ASBURY PLACE RECORDED JANUARY 27, 2004 AS DOCUMENT 0402719063; THENCE NORTHERLY ALONG SAID WEST LINE OF ASBURY PLACE TO THE SOUTH LINE OF RAILROAD AVENUE; THENCE EASTERLY ALONG SAID SOUTH LINE OF RAILROAD AVENUE TO THE POINT OF BEGINNING.

EXHIBIT B

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held on June 2, 2015 at 7:00 p.m. at the Council Chambers of the Village of Bartlett, 228 Main Street, Bartlett, Illinois, on the proposed establishment of the Downtown Corridor Tax Increment Financing and Redevelopment Project Area (the "RPA"), Project, and Plan for a tax increment financing program in Bartlett, Illinois, pursuant to the provisions of the "Tax Increment Allocation Redevelopment Act," 65 ILCS 5/11-74.4-1, *et. seq.*, as amended (the "Act").

The RPA is generally bounded by Wilmington Drive on the east, Devon Avenue on the south, Western Avenue on the west and Oneida Avenue on the north. The legal description of the proposed Redevelopment Project Area is attached as Exhibit A.

The proposed establishment of the Redevelopment Plan provides for the Village of Bartlett to implement a set of actions to facilitate primarily industrial redevelopment within this RPA. The contemplated Village of Bartlett actions include, but are not limited to, land acquisition, rehabilitation of existing facilities, the construction of public infrastructure, including water mains, sewer mains and roadways; site preparation; and related professional costs. The Village of Bartlett would realize the goals and objectives of the Redevelopment Plan through public finance techniques including, but not limited to, tax increment allocation financing. A draft of the proposed redevelopment plan shall be on file with, and available for, public inspection during normal business hours, Monday through Friday in the office of the Village Clerk, Village Hall, 228 South Main Street, Bartlett, Illinois.

Pursuant to the Act, a Joint Review Board has been established to review eligibility findings for the proposed Redevelopment Project Area. Pursuant to this Act, this Joint Review Board consists of one representative selected by each community college district, elementary school district, high school district, library district, park district, fire protection district, township, and county that has authority to directly levy taxes on the property within the proposed redevelopment project area; a representative selected by the Village of Bartlett; and a public member. The public member and the Joint Review Board's chairperson shall be selected by a majority of other Joint Review Board members.

Pursuant to the Act, the first meeting of the Joint Review Board must be held at least 14 days after this notice being sent to the Joint Review Board. The first meeting of the Joint Review Board has been scheduled for April 22, 2015 at 1:00 p.m. in the Village of Bartlett Council Chambers, 228 South Main Street, Bartlett, Illinois. The Joint Review Board's recommendation on the proposed establishment of the Redevelopment Project Area and Plan shall be advisory and non-binding and shall be adopted by a majority vote of this Board and submitted to the Village of Bartlett within 30 days after first convening. Failure of the Board to submit its report on a timely basis shall not delay the holding of

the public hearing described above, nor shall it delay any other step in the process of establishing the Redevelopment Project Area.

At this public hearing, any interested person or affected taxing district may file with the Village Clerk written objections to, and may be heard orally with respect to, any issues embodied in this notice. Written comments are invited and can be sent in advance of the hearing to the Village Clerk, 228 South Main Street, Bartlett, Illinois 60103. The Village shall hear and determine all protests and objections at this public hearing. This public hearing may be adjourned by the Village President and the Board of Trustees without further notice other than a motion to be entered upon the minutes of the hearing, fixing the time and place of the subsequent hearing.



Agenda Item Executive Summary

Item Name 2015-16 Strategic Plan Committee or Board Board

BUDGET IMPACT

Amount: n/a Budgeted

List what fund

EXECUTIVE SUMMARY

The Mayor and Village Board met with the Village staff and strategic planning consultant Greg Kuhn on January 10 to identify the goals and objectives for the 2015-16 Strategic Plan. The staff met on February 19 to review the tactics and action steps portion of the plan. The draft Strategic Plan is presented for the Village Board's consideration. After the Village Board has approved the plan, it will be posted on the website, printed in the newsletter and copies made available.

ATTACHMENTS (PLEASE LIST)

Draft 2015-16 Strategic Plan Memo
Draft 2015-16 Strategic Plan

ACTION REQUESTED

For Discussion Only _____

Resolution _____

Ordinance _____

Motion: I move to approve the 2015-16 Strategic Plan as presented.

Staff: Paula Schumacher Date: February 20, 2015
Assistant Village Administrator

Memorandum

To: Valerie L. Salmons, Village Administrator
From: Paula Schumacher, Assistant Village Administrator
Date: 2/24/2015
Re: 2015-2016 Strategic Plan Draft

Attached for your review is the draft 2015-2016 Strategic Plan. The Village Board held its strategic planning session on January 10, 2015. The Mayor, Village Board and Village Administrator were joined this year by the Department Directors. The staff held their strategic planning workshop on February 19, 2015. Both groups worked with strategic plan facilitator, Dr. Greg Kuhn.

At the February workshop, the objectives and action steps that corresponded to the strategic goals were reviewed. Staff then revised the action steps where appropriate to delete completed actions and update items to reflect the steps for the upcoming year.

The published plan lists the goals and objectives set for the coming year, but not the actions steps. The specific action steps that are utilized within the departments are updated and used to measure progress on the plan. This level of detail is shown on the following pages for your consideration, but is not included in the published plan.

After the Village Board's approval the strategic plan will be printed and made available in the newsletter and posted on the website.

draft

2015-2016 Village of Bartlett Strategic Plan STRATEGIC GOALS, OBJECTIVES AND TACTICS/ACTIONS

Goal #1

FACILITATE ACTIVITIES THAT FOSTER A SENSE OF COMMUNITY

OBJECTIVE

~~FOSTER- CONTINUE TO ACTIVELY ENCOURAGE DEVELOPMENT THAT SERVES AS COMMUNITY FOCAL POINTS AND CONSIDERS ADJUSTMENTS TO REFLECT EVOLVING NEEDS AND MARKET TRENDS.~~

TACTICS/ACTION STEPS

- Continue focus on the connectivity between Town Center and all of downtown Bartlett relative to pedestrian flow, traffic, landscaping, and viewshed.
- Continue undergrounding of utilities in downtown.
- ~~Complete downtown traffic study. (complete)~~
- Continue to support community events that bring residents to downtown Bartlett.
- Continue to work with developers and property owners seeking development throughout the Village.

OBJECTIVE

~~CONTINUE TO PROMOTE COMMUNITY IDENTITY, EVENTS, AND RESIDENT INVOLVEMENT.~~

TACTICS /ACTION STEPS

- Continue working with other taxing districts on a variety of community events.
- Help facilitate community cultural arts activities.
- Continue to support Sister City programs.
- Encourage, promote, and support civic and community groups.
- Continue to work with the Bartlett Veterans Memorial Foundation.
- Continue close working relationship with the Chamber of Commerce.
- Promote partnerships with civic and school groups at Bartlett Hills.
- Preserve Bartlett's historical landmarks and artifacts and recognize the richness of the Village's past through the support of the history museums director.
- Act as a resource for historical information.
- Highlight "historic landmarks" in Bartlett History Museum programs.
- Continue to support and provide programs at the Depot Museum.
- Continue to celebrate Bartlett's history through exhibits, programs, and other venues.
- Continue youth focus in history museum programming.
- **Continue** a volunteer program at the Bartlett History Museum and Depot Museum.

OBJECTIVE

MAINTAIN, MARKET AND ENHANCE COMMUNICATION

TACTICS/ACTION STEPS

- Promote the Village's website, Twitter and Facebook presence to residents.
- Maintain municipal focus in the Bartletter to provide more information to residents.
- Maintain training pertaining to the Open Meetings Act and the Freedom of Information Act and compliance with the law.
- ~~Complete redesign of Village website.~~ complete
- Promote email blast registration.
- Complete redesign of Bartlett Hills website.
- Maintain and continue to enhance transparency efforts.
- Facilitate communication with resident groups on specific issues.
- Continue to solicit resident feedback in the Bartletter and on the Village website, Bartlett Connect and email.
- Promote new websites (Village and golf course)

OBJECTIVE

FACILITATE INTERGOVERNMENTAL RELATIONSHIPS WITH OTHER LOCAL TAXING DISTRICTS

TACTICS/ACTION STEPS

- Solicit input from other taxing bodies and carefully consider the impact of development, zoning, and building issues on those districts.
- Continue intergovernmental meetings driven by need, topic and timing.
- Continue to work closely with other taxing bodies.

OBJECTIVE

CONTINUE EFFORTS TOWARD PROMOTING AND ENHANCING ~~BARTLETT SCHOOLS OUR SCHOOLS AND OUR LOCAL EDUCATION SYSTEM.~~

TACTICS/ACTION STEPS

- Work jointly with School District U-46 to support and further education enhancement efforts.
- Continue to communicate with the school district on areas of mutual concern.
- Continue to support U-46 golf program.
- Encourage student/government education and career day efforts.
- Continue ongoing partnership with schools regarding emergency drills and training.
- Promote positive accomplishments of Bartlett schools to residents.

Goal #2

ATTRACT AND RETAIN A DIVERSE BUSINESS POPULATION

OBJECTIVE

CONTINUE TO DEVELOP THE DOWNTOWN

TACTICS/ACTION STEPS

- Explore incentive opportunities in the downtown.
- Work diligently with new owners of town center to continue development.
- Continue to identify businesses and bring them to the downtown.
- Continue to evaluate a TIF district to encourage downtown redevelopment.
- **Continue to** implement Village Board approved EDC recommendations for downtown improvements.
- **Continue to address downtown vacancies.**

OBJECTIVE

REVIEW ALL MUNICIPAL POLICIES, PROCESSES AND REGULATIONS RELATIVE TO THE~~CONTINUE TO PROVIDE SUPPORT TO EXISTING AND NEW~~ BUSINESS COMMUNITY

TACTICS/ACTION STEPS

- Continue marketing efforts and work with the property owners, brokers, and chamber of commerce.
- Continue advertising efforts focused on existing businesses and “shop local” promotional campaign.
- Promote existing incentive options to attract new businesses.
- Maintain contact with owners and brokers of vacant commercial space/property.
- Maintain a database of available commercial and industrial sites.
- Continue to work with the chamber of commerce and EDC on the business visitation program.
- Work with chamber to identify needs of business community and areas of possible assistance.
- **Continue zoning code update.**
- ~~Update sign code including limited administrative approval (complete)~~
- **Evaluate ways to expedite timeframes within the development process.**
- **Review potential for administrative approval for minor site plan amendments to limit costs and expedite timeframe for development.**

OBJECTIVE

CONTINUE TO ADDRESS THE DEVELOPMENT OF THE BREWSTER CREEK BUSINESS PARK

TACTICS/ACTION STEPS

- Monitor financial transactions.
- Continue to market sites to attract desirable users at the local, regional and national levels.

- Continue partnership with Choose DuPage to attract new businesses.
- Continue streamlined site and building plan review process.
- Implement internal infrastructure including internal road improvement, wetland and storm water management system.
- Continue evaluation of fats, oils and grease discharge level relative to future development.

OBJECTIVE

CONTINUE TO ADDRESS BUSINESS DEVELOPMENT OF THE BLUFF CITY AND BLUE HERON BUSINESS PARKS

TACTICS/ACTION STEPS

- Continue to monitor mining operation with consultant.
- Continue marketing efforts to attract desirable users.
- Monitor mining royalties in accordance with the agreement.
- Promote the business and industrial parks focusing on the diversity of the sites available in the Village.

OBJECTIVE

ADVANCE THE DEVELOPMENT OF COMMERCIAL AREAS AT RT. 59 AND LAKE STREET AND RT. 59 AND W. BARTLETT ROAD SITE

TACTICS/ACTION STEPS

- Continue to work with developers on site design, incentives and appropriate uses.
- Continue marketing efforts on the sites.
- Re-examine boundaries of existing TIFs to allow for new properties.
- Monitor IDOT's proposed improvements to Rt. 59 and West Bartlett Road relative to commercial development.

OBJECTIVE

~~DEVELOP A BUSINESS ATTRACTION STRATEGY/PROCESS AND MARKETING MECHANISM TO ENHANCE OUR PROFILE IN BUSINESS COMMUNITY~~

DEFINE A MARKETING PLAN TO ATTRACT RESIDENTIAL AND COMMERCIAL INVESTMENT IN BARTLETT

TACTICS/ACTION STEPS

- Create a specific marketing plan for each industrial, commercial and overall community.
- Update marketing materials "tool kit."
- Create digital marketing campaign to promote doing business in Bartlett.
- Increase marketing in trade publications.
- Continue to work with state DCEO and Choose DuPage to promote Bartlett.

Goal #3

MAINTAIN AND ENHANCE THE APPEARANCE OF THE COMMUNITY

OBJECTIVE

ADVANCE RESIDENTIAL, INDUSTRIAL, AND COMMERCIAL REGULATIONS, VIA ORDINANCE AND POLICY REVIEWS AND IMPLEMENTATION

TACTICS/ACTION STEPS

- Continue educating residents on the property maintenance code.
- Continue award program for good property maintenance.
- Continue Home Improvement Information Day.
- Continue annual inspections on new and existing buildings to maintain commercial and industrial stock.
- Provide information about the regional housing assistance programs.
- Maintain inspection and enforcement of property maintenance code.
- Continue the foreclosure response team to coordinate efforts relative to vacant or foreclosed properties.
- Work cooperatively with business owners and residents during the inspection process to achieve compliance.
- Maintain vacant building registry.
- Evaluate variation requirement for four-foot fences.
- ~~Evaluate variation process for variations of 10% or less.~~
- Implement expanded local adjudication process.

OBJECTIVE

PROMOTE AN INVITING OUTDOOR ENVIRONMENT

TACTICS/ACTION STEPS

- Integrate new bike paths into existing local and regional trails.
- Work cooperatively with Bartlett Park District to obtain future park space.
- Continue Adopt-A-Bike Path program.
- Promote the bike path system.
- Implement EAB program (removal, plant, reforest) and explore different planning profile for more inventory.

OBJECTIVE

CONTINUE TO PROVIDE FOR COMMUNITY LAND USE PLANNING

TACTICS/ACTION STEPS

- Review and analyze mixed use developments in the areas of traffic, aesthetics, design, land use, storm water and environmental issues with respect to their overall impact on the community.
- Review potential annexation and development areas.
- Review potential for additional TIF opportunities.

- Continue to review development within the West Bartlett Road Corridor Plan parameters.
- Initiate the RTA TOD planning process.
- Establish priorities for TIF implementation.

OBJECTIVE

~~CONTINUE IMPLEMENT THE CORRIDOR PLAN FOR WEST BARTLETT ROAD~~

~~TACTICS/ACTION STEPS~~

- ~~• Continue to review development within the corridor plan parameters.~~

Goal #4

CONTINUE TO PROVIDE HIGH QUALITY, RESPONSIVE AND COST EFFECTIVE VILLAGE SERVICES.

OBJECTIVE (MOVED FROM GOAL 1)

DEVELOP AN EFFECTIVE APPROACH FOR MORE ACTIVE INVOLVEMENT IN PROMOTING MUNICIPAL AUTHORITY AND LOCAL CONTROL

TACTICS/ACTION STEPS

- Increase activity in intergovernmental organizations/councils of government to lobby for more local interest/control.
- Continue efforts to mitigate impact of additional trains.
- Monitor proposed state and federal legislation.

OBJECTIVE

FOCUS ON THE DEVELOPMENT, MOTIVATION, AND RECOGNITION OF THE MUNICIPAL STAFF

TACTICS/ACTION STEPS

- Provide for and support appropriate professional development.
- Communicate the strategic planning process to employees and volunteer boards and commissions.
- Maintain a pay system that adequately rewards employees for their service and performance, and is competitive with like communities.
- Continue training and professional development including use of online training.
- **Expand focus of the safety committee to include health and wellness issues.**

OBJECTIVE

MAINTAIN A FISCALLY RESPONSIBLE GOVERNMENT

TACTICS/ACTION STEPS

- **Review potential to eliminate the utility tax.**
- Maintain fund balance in keeping with established fund balance policies.
- Maintain a balanced budget.

- Evaluate impact of budget decisions on financial condition of all funds for a minimum of two years.
- Maintain appropriate internal controls to protect the integrity of the financial operations.
- Communicate to the residents the Village's financial condition and the cost effectiveness of municipal services.
- Vigorously investigate grants and other alternate funding.
- Continue the administration and reporting functions for grants received.
- Regularly review license fees, developer donations, and other revenues.
- Evaluate staffing to ensure an adequate number of employees to provide services.
- Continue to implement new Government Accounting Standards Board (GASB) regulations.
- Continue to monitor the impact of the broader economy on our local business community and residents.
- Continue to evaluate service levels in response to the economic climate and react with increased flexibility.
- Continue to enhance marketing efforts regarding the Bartlett Hills facility.
- ~~Continue use of the point of sale system and website at Bartlett Hills. (completed)~~
- Profitably operate a quality golf, restaurant, and banquet facility.
- Maintain a rate structure that meets market conditions.
- Evaluate potential for expansion of food and beverage space at Bartlett Hills.
- Evaluate potential for off-site catering of food by Bartlett Hills.
- Utilize special promotions and pricing, explore food specials combined with golf, enhance table top advertising and internal signage.
- Continue junior golf program.
- **Continue to create** opportunities for families and youth golfers to play at Bartlett Hills.

OBJECTIVE

CONTINUE TO EVALUATE **AND IMPLEMENT** THE USE OF TECHNOLOGY IN PROVIDING SERVICES AND MUNICIPAL OPERATIONS.

TACTICS/ACTION STEPS

- Continue to utilize in-house ~~implementation of GIS system and~~ document imaging.
- Evaluate technology options to enhance efficiency and services.
- **Continue multi-departmental implementation of GIS system.**
- ~~Use hand held credit card processing units on beverage cart at Bartlett Hills. (complete)~~

OBJECTIVE

ENCOURAGE REGIONAL AND LOCAL TRANSPORTATION AVAILABILITY

TACTICS/ACTION STEPS

- Continue to monitor the impact of the U.S. Rt. 20 Extension (Elgin/O'Hare expansion).
- Monitor grants for new bike path connections as approved.
- Provide for bike path access along south side of Stearns Road to Bittersweet Drive for access to dog park located off of Bittersweet Drive.
- Complete IDNR bike paths.

OBJECTIVE

CONTINUE TO PROVIDE AND MAINTAIN INFRASTRUCTURE, FACILITIES AND SERVICES TO FOCUS ON CORE MUNICIPAL SERVICE AREAS

TACTICS/ACTION STEPS

- Utilize capital improvements plan for facility maintenance, improvement and finance planning.
- Continue sidewalk and tree maintenance programs.
- Convert computer-mapping atlas to GIS to maintain inventory of infrastructure system.
- Continue in-house monitoring of capital improvement projects by Public Works Department.
- Review all options for long-term water supply.
- Complete improvements to well 8 to meet EPA standard for radium and barium.
- ~~Complete the road improvement bond project, (completed)~~
- Work to complete long-term agreement for water supply.

OBJECTIVE

CONTINUE TO ADDRESS RESIDENTIAL DRAINAGE AND STORM WATER CONCERNS

TACTICS/ACTION STEPS

- Continue to work with other taxing districts to manage and mitigate storm water concerns.
- Continue to work with consultant to implement solutions identified in the drainage study.
- Continue engineering and implement construction of the North/Prospect/Hearthwood detention projects.

OBJECTIVE

MAINTAIN A SAFE COMMUNITY

TACTICS/ACTION STEPS

- Continue to educate teens about safe driving practices.
- Maintain efforts to address residential speeding and truck traffic issues.
- Maintain Police Department accreditation.
- Continue compliance checks on liquor and tobacco sales.
- Continue regional law enforcement partnerships.

- Continue and expand efforts of specialized units.
- Continue to address unique needs of senior population using the resources of the multi-departmental senior services team.
- Increase police visibility.
- Undertake analysis for present and future police department space needs.
- Develop post-assessment plans for expanded or new facility.
- Create a golf event that will tie into the National Night Out activities.
- **Implement a teen police academy.**
- **Continue Citizen Police Academy.**

OBJECTIVE

MAINTAIN EMERGENCY MANAGEMENT EFFORTS

TACTICS/ACTION STEPS

- Continue training relative to anti-terrorism activities.
- Maintain emergency plan certification.
- Provide staff training for appropriate emergency management issues.
- Maintain Storm Ready Community status.
- Participate in exercise opportunities provided by state, county and other jurisdictions.
- Maintain AED program and continue AED/CPR training.
- **Cross train interdepartmentally with regard to crisis intervention.**

Goal #5

EVALUATE AND PROMOTE, WHERE POSSIBLE, ENVIRONMENTALLY FRIENDLY DEVELOPMENT, PURCHASES, AWARENESS AND PROGRAMS.

OBJECTIVE

EVALUATE MUNICIPAL PURCHASES AND PRACTICES FOR ENVIRONMENT-FRIENDLY ALTERNATIVES

TACTICS/ACTION STEPS

- Continue an environmental awareness campaign targeted at builders.
- Continue efforts of the environmental "Green Team" at the staff level to review and recommend environmentally friendly programs and practices.
- Continue Clean-up Week activities to include hosting a community-wide clean up event.
- Pursue opportunities for residential and commercial green efforts.
- Maintain and promote the on-going prescription medication collection.
- Continue to consider green alternatives for municipal purchases.
- **Educate builders about new storm water requirements.**
- **Continue and expand the street light conversion to LED lights and pursue grant opportunities that become available.**



Agenda Item Executive Summary

Item Name 2015 & 2016 Downtown Landscape Maintenance Program Committee or Board Board

BUDGET IMPACT

Amount:	\$10,000	Budgeted	yes
List what fund	General fund – Street Maintenance		

EXECUTIVE SUMMARY

On January 21, 2015, a Notice to Bidders was published in the Bartlett Examiner soliciting bids for the 2015 Landscape Maintenance Program – Downtown Parcels. This project consists of regular mowing and general landscape maintenance of public areas along Main Street between Railroad Avenue and Devon Avenue, and included an option for 2016. Bids were due no later than February 5, 2015. The Village received six (6) bids. The lowest bid was submitted by Sebert Landscaping Company of Bartlett. Sebert Landscaping has worked for the Village in the past, and we have been satisfied with their performance.

There is \$10,000 in the Proposed FY15-16 Street Budget under Services to Maintain Grounds.

Based upon the bids submitted, I recommend the Village Board award the bid for the 2015 & 2016 Landscape Maintenance Program – Downtown Parcels to Sebert Landscaping Company of Bartlett and approve the attached agreement for that work. Please place this on the next available Board agenda.

ATTACHMENTS (PLEASE LIST)

- Memo
- Agreement
- Resolution

ACTION REQUESTED

For Discussion Only _____
 Resolution X
 Ordinance _____

Motion: I move the Village Board approve Resolution 2015- _____, a Resolution Approving of the Landscaping Maintenance Agreement (Downtown Parcels) Between the Village of Bartlett and Sebert Landscaping Company.

Staff: Daniel Dinges, Public Works Director

Date: February 24, 2015

MEMO

Date: February 24, 2015

To: Valerie L. Salmons, Village Administrator

From: Dan Dinges, Public Works Director

Re: 2015/2016 Downtown Landscape Maintenance Program

On January 21, 2015, a Notice to Bidders was published in the Bartlett Examiner soliciting bids for the 2015 Landscape Maintenance Program – Downtown Parcels. This project consists of regular mowing and general landscape maintenance of public areas along Main Street between Railroad Avenue and Devon Avenue, and included an option for 2016. Bids were due no later than February 5, 2015. The Village received six (6) bids.

COMPANY NAME	2015 BID AMOUNT	2016 BID AMOUNT	TOTAL
Mitch's Greenthumb	\$ 16,932	\$ 17,270	\$ 34,202
CE Smith Lawn Maintenance	\$ 10,570	\$ 10,570	\$ 21,140
Twin Oaks Landscaping	\$ 10,500	\$ 10,500	\$ 21,000
1 st Choice Landscaping	\$ 8,873	\$ 9,139	\$ 18,012
On The Green Solutions	\$ 8,310	\$ 8,310	\$ 16,620
<i>Sebert Landscaping</i>	\$ 7,400	\$ 7,400	\$ 14,800

The lowest bid was submitted by Sebert Landscaping Company of Bartlett. Sebert Landscaping has worked for the Village in the past, and we have been satisfied with their performance. There is \$10,000 in the Proposed FY15-16 Street Budget for this project.

Based upon the bids submitted, I recommend the Village Board award the bid for the 2015/2016 Landscape Maintenance Program – Downtown Parcels to Sebert Landscaping Company of Bartlett and approve the attached agreement for that work. Please place this on the next available Board agenda.

Motion

I move the Village Board approve Resolution 2015- _____, a Resolution Approving of the Landscaping Maintenance Agreement (Downtown Parcels) Between the Village of Bartlett and Sebert Landscaping Company

RESOLUTION 2015 - _____

**A RESOLUTION APPROVING THE LANDSCAPING MAINTENANCE AGREEMENT
(DOWNTOWN PARCELS) BETWEEN THE VILLAGE OF
BARTLETT AND SEBERT LANDSCAPING COMPANY**

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

SECTION ONE: The base bid and alternate bid for the Village's landscape maintenance project work (Downtown Parcels) (the "Project Work") in the amount of \$14,800, as set forth on the bid proposal form attached hereto as Exhibit A and incorporated herein, is hereby awarded to Sebert Landscaping Company as the lowest responsible and responsive bidder meeting specifications, subject to the terms and conditions of the below defined Agreement.

SECTION TWO: The Landscaping Maintenance Agreement (Downtown Parcels) dated March 3, 2015, between Sebert Landscaping Company and the Village of Bartlett, a copy of which is appended hereto as Exhibit B and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 3, 2015

APPROVED: March 3, 2015

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, Lorna Gilles, 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 2015 - _____ enacted on March 3, 2015 and approved on March 3, 2015 as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

LANDSCAPING MAINTENANCE AGREEMENT (DOWNTOWN PARCELS)

This Landscaping Maintenance Agreement (Downtown Parcels) (the "Agreement") is entered this _____, 2015 between the Village of Bartlett, an Illinois home rule municipality (the "Village") and Sebert Landscaping Company ("Contractor") (collectively, the "Parties").

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

1. Project Work Contractor shall perform landscaping and related services as specified in Contractor's Base Bid Proposal for the 2015 Landscape Maintenance Program dated April _____, 2015, a copy of which is attached hereto as Exhibit A and is incorporated herein (the "Bid Proposal") and the Village's Specifications, a copy of which is attached hereto as Exhibit B and is incorporated herein (the "Specifications"), at the locations set forth on Exhibit C attached hereto and incorporated herein (the "Project Sites") in strict compliance with applicable federal, state and local rules, regulations, codes, statutes and laws, and the terms and conditions herein, (the "2015 Project Work").

In the event that the Village Board of Trustees approves of the Alternate Bid for the 2016 Landscape Maintenance Program, and the Village Administrator, in her sole and absolute discretion, provides notice of extension of the Agreement for the 2016 Landscape Maintenance Program as provided in the General Conditions and Instructions to Bidders, then the Project Work shall also include said 2016 maintenance work for the Project Sites as specified in the Bid Proposal regarding the alternate bid work, the Specifications, and in strict compliance with the terms and conditions herein ("2016 Project Work"). The 2015 Project Work and 2016 Project Work (if applicable) are collectively referred to herein as the "Project Work".

2. Terms of Agreement. The 2015 Project Work is for a single year contract beginning on May 1 2015 (following notice to proceed from the Village) and ending on November 30, 2015. The Village reserves the right to cancel and terminate this Agreement with or without cause at any time by giving not less than thirty (30) days prior written notice to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed under the terms of the Agreement prior to the effective date of such cancellation provided Contractor is not in default and/or breach hereunder. Contractor shall not be entitled to receive damages on account of such cancellation or any further payment whatsoever.

In the event the Contractor's alternate bid for the 2016 Project Work has been approved by the Board of Trustees and the Village Administrator has provided notice on or before January 30, 2016 that the Village is extending the Agreement for the 2016 Project Work, then the term of the Agreement for the 2016 Project Work shall be May 1, 2016 through November 30, 2016, unless sooner terminated as provided herein.

3. Payment Procedure.

A. 2015 Project Work The 2015 Project Work will be paid for based on the Contract Annual Maintenance Cost set forth in the Bid Proposal for the maintenance at each Project Site which price shall be payment for all labor, equipment, materials, transportation, handling, insurance, incidentals, profit and overhead necessary to furnish, maintain and remove all debris from the Project Sites as indicated in the Specifications. Unless sooner terminated as provided herein, payments for the 2015 Project Work will be made in equal monthly installments – seven (7) payments (May through November) in the amount of \$1,057.14 per payment. In the event the Agreement is terminated prior to November 30, 2015, the monthly fee for the month in which the Agreement is terminated will be prorated based on said termination date. The Contractor shall submit invoices to the Village for each month's service, which shall include dates and description of contract services provided. Notwithstanding any provision herein to the contrary any and all such payments shall be contingent upon Contractor having performed the Project Work in strict compliance with the Specifications and the terms and conditions of this Agreement.

B. 2016 Project Work The 2016 Project Work (if approved and notice is given as provided herein) will be paid for at the Contract Annual Maintenance Cost set forth in the Bid Proposal for said alternate work for the maintenance at each Project Site which price shall be payment for all labor, equipment, materials, transportation, handling, insurance, incidentals, profit and overhead necessary to furnish, maintain and remove all debris from the Project Sites as indicated in the Specifications. Unless sooner terminated as provided herein, payments for the 2016 Project Work will be made in equal monthly installments – seven (7) payments (May through November) in the amount of \$ 1,057.14 per payment. In the event the Agreement is terminated prior to November 30, 2016, the monthly fee for the month in which the Agreement is terminated will be prorated based on said termination date. The Contractor shall submit invoices to the Village for each month's service, which shall include dates and description of contract services provided. Notwithstanding any provision herein to the contrary any and all such payments shall be contingent upon Contractor having performed the Project Work in strict compliance with the Specifications and the terms and conditions of this Agreement.

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

5. Compliance With Law. All equipment, supplies, materials, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable federal, state and local laws relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA) and all applicable Village of Bartlett Ordinances and Codes. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the

Village and its officers, officials, employees, agents, successors, and assigns from loss or damage, including, but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of federal, state or local law, related to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

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

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

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

9. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including, but not limited to, inspections of the Project Sites, and represents and warrants that the Specifications and depictions are adequate and the required result can be produced under the Specifications and

requirements herein. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

10. Insurance Requirements. Throughout the duration of the Project Work, and the performance of any Repair Work required herein, Contractor, at its sole cost, shall maintain insurance with the following minimum types and amounts of coverages:

- | | |
|--------------------------------|---|
| Commercial General Liability: | \$1,000,000 each occurrence, if such CGL coverage contains an aggregate limit it shall apply separately to this project/location or shall be in an amount of not less than \$2,000,000. |
| Worker Compensation: | State of Illinois Statutory Coverage |
| Employer's Liability coverage: | \$500,000 each accident for bodily injury by accident and \$500,000 each employee for bodily injury by disease. |
| Business Auto Liability | \$1,000,000 each accident covering liability arising out of "any auto" including owned, hired and non-owned autos. |

Contractor will cause the Village and its officials, officers, employees, agents, successors and assigns, to be named as Additional Insured (the "Additional Insured") under the CGL coverage, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the Business Auto Liability coverage, and under any commercial umbrella coverage.

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

Any endorsement(s) or provision(s) which limits contractual liability shall be deleted in their entirety. Said insurance coverage shall be primary as respects the Additional Insured and shall state that it shall apply separately to each insured against whom claim is made or suit is brought. Any insurance or self-insurance maintained by the Additional Insured shall be in excess of the Contractor's insurance and shall not contribute with it.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, administration of the work, independent contractors, subcontractors, sub-subcontractors, vendors and suppliers, products-completed

operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

A. Evidence of Insurance.

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

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

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

The Village shall have the right, but not the obligation, of prohibiting Contractor from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

Failure to maintain the required insurance may result in termination of this Agreement.

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

B. Acceptability of Insurers.

For insurance companies which obtain a rate from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

C. Cross-Liability Coverage.

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

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-

insured retentions as respects the Village, its officers, officials, employees, and/or volunteers or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to investigations, claim administration and defense expenses.

E. Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to provide services under this Agreement, to purchase and maintain insurance of the types and minimum coverages specified above, which shall be considered primary. When requested by the Village, Contractor shall furnish copies of certificates of insurance and additional insured endorsements evidencing coverages for each subcontractor, and naming the Village and its officials, officers, employees, agents, successors and assigns, as Additional Insured under the CGL coverage, under the Business Auto Liability coverage, and under any commercial umbrella coverage.

11. Default. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the provisions of section 16 below.

12. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; (c) when personally delivered; or (d) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to Contractor: Sebert Landscaping Company
 1550 West Bartlett Road
 Bartlett, IL 60103
 Attention Bob Nelson

If to the Village: Village of Bartlett
 228 South Main Street
 Bartlett, Illinois, 60103
 Attention: Valerie L. Salmons, Village Administrator
 Fax: 630-837-7168

With a copy to: Bryan E. Mraz
 Bryan E. Mraz & Associates
 111 East Irving Park Road

Roselle, Illinois, 60172
Fax: 630-529-2019

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

13. Repair Work. Upon completion of any Project Work, Contractor shall repair any damage to the Project Sites and/or any other Village property attributable to acts and/or omissions of Contractor, and/or Contractor's Agents, or otherwise attributable to the Project Work, except to the extent such damage is attributable to the willful/wanton acts of the Village (the "Repair Work"). The Repair Work shall be completed within five (5) days of Contractor and/or Contractor's Agent causing such damage (the "Repair Completion Date").

14. No Waiver of Immunities and/or Privileges. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed or interpreted as an express and/or implied waiver of any common law and/or statutory immunity and/or privilege of the Village and/or any of its officials, officers, directors, agents, successors and/or assigns, as to any claim, cause, cause of action and/or liability of any kind whatsoever.

15. Hazardous Substances. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Sites, or any of them. If the presence of Hazardous Substances brought upon, kept, stored or used by or on behalf of Contractor and/or Contractor's Agents in violation of this paragraph, results in contamination of the Project Sites, or any of them, Contractor shall pay for all actual costs of clean up and shall indemnify and hold harmless the above defined Indemnified Parties from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor and/or Contractor's Agents create a risk of violation of any Environmental Laws, Contractor shall cease such activities immediately

upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's duties and obligations to indemnify the Village shall survive the termination and/or expiration of this Agreement.

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

17. Relationship of the Parties.

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

B. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. The Village shall have no control over the charge of, nor be responsible for, the means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Project Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Project Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions of the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project Sites and all other persons who may be affected thereby.

18. Assumption of Liability. To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor and Contractor's Agents and any other person and assumes liability for all damage to property sustained by any person or

persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

19. Miscellaneous.

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

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

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

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

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

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

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

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

i. Each individual executing this Agreement personally warrants and represents that he or she is authorized to enter into this Agreement on behalf of its respective Party, and to bind said entity with respect to any transaction contemplated by or occurring under the provisions of this Agreement.

Village of Bartlett

Contractor

By: _____
Kevin Wallace
Village President

By: _____
Name: _____
Title: _____

Attest:

Attest:

Lorna Giles, Village Clerk

Name: _____
Title: _____



Agenda Item Executive Summary

Item Name 2015 & 2016 Metra Landscape Maintenance Program Committee or Board Board

BUDGET IMPACT

Amount: \$10,000 Budgeted yes

List what fund General fund – Street Maintenance

EXECUTIVE SUMMARY

On January 21, 2015, a Notice to Bidders was published in the Bartlett Examiner soliciting bids for the 2015 Landscape Maintenance Program – Metra. This project consists of regular mowing and general landscape maintenance of public areas in the Metra train station and commuter parking areas, and included an option for 2016. Bids were due no later than February 5, 2015. The Village received six (6) bids. The lowest bid was submitted by On The Green Solutions, Inc of Clarendon Hills. On The Green has not worked for the Village in the past. We have contacted references provided by On The Green, and each was satisfied with their performance.

There is \$10,000 in the Proposed FY15-16 Parking Budget for this project.

Based upon the bids submitted, I recommend the Village Board award the bid for the 2015 & 2016 Landscape Maintenance Program – Metra to On The Green Solutions of Clarendon Hills and approve the attached agreement for that work. Please place this on the next available Board agenda.

ATTACHMENTS (PLEASE LIST)

- Memo
- Agreement
- Resolution

ACTION REQUESTED

For Discussion Only _____
 Resolution X
 Ordinance _____

Motion: I move the Village Board approve Resolution 2015- _____, a Resolution Approving of the Landscaping Maintenance Agreement (Metra) Between the Village of Bartlett and On The Green Solutions, Inc.

Staff: Daniel Dinges, Public Works Director

Date: February 24, 2015

MEMO

Date: February 24, 2015

To: Valerie L. Salmons, Village Administrator

From: Dan Dinges, Public Works Director

Re: 2015/2016 Metra Landscape Maintenance Program

On January 21, 2015, a Notice to Bidders was published in the Bartlett Examiner soliciting bids for the 2015 Landscape Maintenance Program – Metra. This project consists of regular mowing and general landscape maintenance of public areas in the Metra train station and commuter parking areas, and included an option for 2016. Bids were due no later than February 5, 2015. The Village received six (6) bids.

COMPANY NAME	2015 BID AMOUNT	2016 BID AMOUNT	TOTAL
Mitch's Greenthumb	\$ 18,800	\$ 19,176	\$ 37,976
C.E. Smith	\$ 14,455	\$ 14,455	\$ 43,365
Twin Oaks Landscaping	\$ 13,501	\$ 13,615	\$ 27,116
Sebert Landscaping	\$ 11,000	\$ 11,000	\$ 22,000
1 st Choice Landscaping	\$ 9,963	\$ 10,263	\$ 20,226
On The Green Solutions	\$ 9,100	\$ 9,100	\$ 18,200

The lowest bid was submitted by On The Green Solutions, Inc of Clarendon Hills. On The Green has not worked for the Village in the past. We have contacted references provided by On The Green, and each was satisfied with their performance. There is \$10,000 in the Proposed FY15-16 Parking Budget for this project.

Based upon the bids submitted, I recommend the Village Board award the bid for the 2015/2016 Landscape Maintenance Program – Metra to On The Green Solutions of Clarendon Hills and approve the attached agreement for that work. Please place this on the next available Board agenda.

Motion

I move the Village Board approve Resolution 2015- ____, a Resolution
Approving of the Landscaping Maintenance Agreement (Metra)
Between the Village of Bartlett and On The Green Solutions, Inc.

RESOLUTION 2015 - _____

**A RESOLUTION APPROVING THE LANDSCAPING MAINTENANCE AGREEMENT
(METRA) BETWEEN THE VILLAGE OF
BARTLETT AND ON THE GREEN SOLUTIONS, 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 base bid and alternate bid for the Village's landscape maintenance project work (Metra) (the "Project Work") in the amount of \$18,200, as set forth on the bid proposal form attached hereto as Exhibit A and incorporated herein, is hereby awarded to On The Green Solutions, Inc. as the lowest responsible and responsive bidder meeting specifications, subject to the terms and conditions of the below defined Agreement.

SECTION TWO: The Landscaping Maintenance Agreement (Metra) dated March 3, between On The Green Solutions, Inc. and the Village of Bartlett, a copy of which is appended hereto as Exhibit B and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 3, 2015

APPROVED: March 3, 2015

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, Lorna Gilles, 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 2015 - _____ enacted on March 3, 2015 and approved on March 3, 2015 as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

LANDSCAPING MAINTENANCE AGREEMENT (METRA PARCELS)

This Landscaping Maintenance Agreement (Metra Parcels) (the "Agreement") is entered this _____, 2015 between the Village of Bartlett, an Illinois home rule municipality (the "Village") and On The Green Solutions, Inc. ("Contractor") (collectively, the "Parties").

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

1. **Project Work** Contractor shall perform landscaping and related services as specified in Contractor's Base Bid Proposal for the 2015 Landscape Maintenance Program dated April _____, 2015, a copy of which is attached hereto as Exhibit A and is incorporated herein (the "Bid Proposal") and the Village's Specifications, a copy of which is attached hereto as Exhibit B and is incorporated herein (the "Specifications"), at the locations set forth on Exhibit C attached hereto and incorporated herein (the "Project Sites") in strict compliance with applicable federal, state and local rules, regulations, codes, statutes and laws, and the terms and conditions herein, (the "2015 Project Work").

In the event that the Village Board of Trustees approves of the Alternate Bid for the 2016 Landscape Maintenance Program, and the Village Administrator, in her sole and absolute discretion, provides notice of extension of the Agreement for the 2016 Landscape Maintenance Program as provided in the General Conditions and Instructions to Bidders, then the Project Work shall also include said 2016 maintenance work for the Project Sites as specified in the Bid Proposal regarding the alternate bid work, the Specifications, and in strict compliance with the terms and conditions herein ("2016 Project Work"). The 2015 Project Work and 2016 Project Work (if applicable) are collectively referred to herein as the "Project Work".

2. **Terms of Agreement.** The 2015 Project Work is for a single year contract beginning on May 1, 2015 (following notice to proceed from the Village) and ending on November 30, 2015. The Village reserves the right to cancel and terminate this Agreement with or without cause at any time by giving not less than thirty (30) days prior written notice to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed under the terms of the Agreement prior to the effective date of such cancellation provided Contractor is not in default and/or breach hereunder. Contractor shall not be entitled to receive damages on account of such cancellation or any further payment whatsoever.

In the event the Contractor's alternate bid for the 2016 Project Work has been approved by the Board of Trustees and the Village Administrator has provided notice on or before January 30, 2016 that the Village is extending the Agreement for the 2016 Project Work, then the term of the Agreement for the 2016 Project Work shall be May 1, 2016 through November 30, 2016, unless sooner terminated as provided herein.

3. Payment Procedure.

A. 2015 Project Work The 2015 Project Work will be paid for based on the Contract Annual Maintenance Cost set forth in the Bid Proposal for the maintenance at each Project Site which price shall be payment for all labor, equipment, materials, transportation, handling, insurance, incidentals, profit and overhead necessary to furnish, maintain and remove all debris from the Project Sites as indicated in the Specifications. Unless sooner terminated as provided herein, payments for the 2015 Project Work will be made in equal monthly installments – seven (7) payments (June through November) in the amount of \$ 1,300 per payment. In the event the Agreement is terminated prior to November 30, 2015, the monthly fee for the month in which the Agreement is terminated will be prorated based on said termination date. The Contractor shall submit invoices to the Village for each month's service, which shall include dates and description of contract services provided. Notwithstanding any provision herein to the contrary any and all such payments shall be contingent upon Contractor having performed the Project Work in strict compliance with the Specifications and the terms and conditions of this Agreement.

B. 2016 Project Work The 2016 Project Work (if approved and notice is given as provided herein) will be paid for at the Contract Annual Maintenance Cost set forth in the Bid Proposal for said alternate work for the maintenance at each Project Site which price shall be payment for all labor, equipment, materials, transportation, handling, insurance, incidentals, profit and overhead necessary to furnish, maintain and remove all debris from the Project Sites as indicated in the Specifications. Unless sooner terminated as provided herein, payments for the 2016 Project Work will be made in equal monthly installments – seven (7) payments (May through November) in the amount of \$ 1,300 per payment. In the event the Agreement is terminated prior to November 30, 2016, the monthly fee for the month in which the Agreement is terminated will be prorated based on said termination date. The Contractor shall submit invoices to the Village for each month's service, which shall include dates and description of contract services provided. Notwithstanding any provision herein to the contrary any and all such payments shall be contingent upon Contractor having performed the Project Work in strict compliance with the Specifications and the terms and conditions of this Agreement.

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

5. Compliance With Law. All equipment, supplies, materials, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable federal, state and local laws relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA) and all applicable Village of Bartlett Ordinances and Codes. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the

Village, the Commuter Rail Division of the Regional Transportation Authority (d/b/a Metra/Metropolitan Rail – “Metra”), the Regional Transportation Authority (“RTA”) and the Northeast Illinois Regional Commuter Railroad Corporation (“NIRCRC”) and their respective directors, administrators, officers, officials, employees, agents, successors, and assigns from loss or damage, including, but not limited to, attorney’s fees, and other costs of defense by reason of actual or alleged violations of federal, state or local law, related to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

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

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

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

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

10. Insurance Requirements. Throughout the duration of the Project Work, and the performance of any Repair Work required herein, Contractor, at its sole cost, shall maintain insurance with the following minimum types and amounts of coverages:

- | | |
|--------------------------------|---|
| Commercial General Liability: | \$1,000,000 each occurrence, if such CGL coverage contains an aggregate limit it shall apply separately to this project/location or shall be in an amount of not less than \$2,000,000. |
| Worker Compensation: | State of Illinois Statutory Coverage |
| Employer's Liability coverage: | \$500,000 each accident for bodily injury by accident and \$500,000 each employee for bodily injury by disease. |
| Business Auto Liability | \$1,000,000 each accident covering liability arising out of "any auto" including owned, hired and non-owned autos. |

Contractor will cause the Village, Metra, the RTA and NIRCRC and their respective officials, officers, employees, administrators, directors, agents, successors and assigns, to be named as Additional Insured (the "Additional Insured") under the CGL coverage, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the Business Auto Liability coverage, and under any commercial umbrella coverage.

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

Any endorsement(s) or provision(s) which limits contractual liability shall be deleted in their entirety. Said insurance coverage shall be primary as respects the Additional Insured and shall state that it shall apply separately to each insured against whom claim is made or suit is brought. Any insurance or self-insurance maintained by the Additional Insured shall be in excess of the Contractor's insurance and shall not contribute with it.

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

A. Evidence of Insurance.

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

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

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

The Village shall have the right, but not the obligation, of prohibiting Contractor from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

Failure to maintain the required insurance may result in termination of this Agreement.

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

B. Acceptability of Insurers.

For insurance companies which obtain a rate from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

C. Cross-Liability Coverage.

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

D. Deductibles and Self-Insured Retentions.

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

E. Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to provide services under this Agreement, to purchase and maintain insurance of the types and minimum coverages specified above, which shall be considered primary. When requested by the Village, Contractor shall furnish copies of certificates of insurance and additional insured endorsements evidencing coverages for each subcontractor, and naming the Village, Metra, the RTA and NIRCRC and their respective officials, officers, employees, administrators, directors, agents, successors and assigns, as Additional Insured under the CGL coverage, under the Business Auto Liability coverage, and under any commercial umbrella coverage.

11. Default. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the provisions of section 17 below.

12. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; (c) when personally delivered; or (d) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to Contractor: On The Green Solutions, Inc.
P.O. Box 127
Clarendon Hills, IL 60514
Attention: Stephen Gay

If to the Village: Village of Bartlett
228 South Main Street
Bartlett, Illinois, 60103

Attention: Valerie L. Salmons, Village Administrator
Fax: 630-837-7168

With a copy to: Bryan E. Mraz
Bryan E. Mraz & Associates
111 East Irving Park Road
Roselle, Illinois, 60172
Fax: 630-529-2019

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

13. Repair Work. Upon completion of any Project Work, Contractor shall repair any damage to the Project Sites and/or any other Village property attributable to acts and/or omissions of Contractor, and/or Contractor's Agents, or otherwise attributable to the Project Work, except to the extent such damage is attributable to the willful/wanton acts of the Village (the "Repair Work"). The Repair Work shall be completed within five (5) days of Contractor and/or Contractor's Agent causing such damage (the "Repair Completion Date").

14. No Waiver of Immunities and/or Privileges. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party, other than Contractor's indemnification, insurance, and other obligations to Metra, RTA, NIRCRC, and their respective officers, officials, employees, directors, agents, administrators, successors and assigns required herein. Nothing herein shall be construed or interpreted as an express and/or implied waiver of any common law and/or statutory immunity and/or privilege of the Village, Metra, RTA, NIRCRC, and/or any of their respective officials, officers, directors, administrators, employees, agents, successors and/or assigns, as to any claim, cause, cause of action and/or liability of any kind whatsoever.

15. Metra Agreements. Contractor shall comply with all of the terms, conditions, requirements and restrictions set forth in the Operation and Maintenance of Community Station Facility Agreement dated April 15, 2005 and the Grant of Easement Agreement dated April 15, 2005, between the Village and Metra (collectively, the "Metra Agreement"), and any breach of any such term, condition, requirements, and/or restrictions of the Metra Agreements or any of them, by Contractor and/or Contractor's Agents shall be a material breach of this Agreement.

16. Hazardous Substances. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Sites, or any of them. If the presence of Hazardous Substances brought upon, kept, stored or used by or on behalf of Contractor and/or Contractor's Agents in violation of this paragraph, results in contamination of the Project Sites, or any of them, Contractor

shall pay for all actual costs of clean up and shall indemnify and hold harmless the above defined Indemnified Parties from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances.

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

Contractor's duties and obligations to indemnify the Village, Metra, RTA, and NIRCRC shall survive the termination and/or expiration of this Agreement.

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

18. Relationship of the Parties.

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

B. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. The Village shall have no control over the charge of, nor be responsible for, the means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Project Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Project Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions of the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project Sites and all other persons who may be affected thereby.

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

20. Miscellaneous.

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

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

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

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

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

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

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

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

i. Each individual executing this Agreement personally warrants and represents that he or she is authorized to enter into this Agreement on behalf of its respective Party, and to bind said entity with respect to any transaction contemplated by or occurring under the provisions of this Agreement.

Village of Bartlett

Contractor

By: _____
Kevin Wallace,
Village President

By: _____
Name: _____
Title: _____

Attest:

Attest:

Lorna Giles, Village Clerk

Name: _____
Title: _____



Agenda Item Executive Summary

Item Name 2015 & 2016 West Bartlett Road - West Landscape Maintenance Program Committee or Board Board

BUDGET IMPACT

Amount:	\$12,000	Budgeted	yes
List what fund	General fund – Street Maintenance		

EXECUTIVE SUMMARY

On January 21, 2015, a Notice to Bidders was published in the Bartlett Examiner soliciting bids for the 2015 Landscape Maintenance Program – West Bartlett Road West Parcels. This project consists of regular mowing and general landscape maintenance of public areas along west Bartlett Road between Rt 59 and Spitzer Road, Naperville Road from West Bartlett Road to the DuPage County Line, and included an option for 2016. Bids were due no later than February 5, 2015. The Village received five (5) bids. The lowest bid was submitted by Sebert Landscaping Company of Bartlett. Sebert Landscaping has worked for the Village in the past, and we have been satisfied with their performance.

There is \$12,000 in the Proposed FY15-16 Street Budget under Services to Maintain Grounds.

Based upon the bids submitted, I recommend the Village Board award the bid for the 2015 & 2016 Landscape Maintenance Program – West Bartlett Road West parcels to Sebert Landscaping Company of Bartlett and approve the attached agreement for that work. Please place this on the next available Board agenda.

ATTACHMENTS (PLEASE LIST)

- Memo
- Agreement
- Resolution

ACTION REQUESTED

For Discussion Only _____

Resolution X

Ordinance _____

Motion: I move the Village Board approve Resolution 2015- _____, a Resolution Approving of the Landscaping Maintenance Agreement (West Bartlett Road – West of IL Rt 59) Between the Village of Bartlett and Sebert Landscaping Company.

Staff: Daniel Dinges, Public Works Director

Date: February 24, 2015

MEMO

Date: February 24, 2015

To: Valerie L. Salmons, Village Administrator

From: Dan Dinges, Public Works Director

Re: 2015/2016 West Bartlett Road - West Landscape Maintenance Program

On January 21, 2015, a Notice to Bidders was published in the Bartlett Examiner soliciting bids for the 2015 Landscape Maintenance Program – West Bartlett Road West Parcels. This project consists of regular mowing and general landscape maintenance of public areas along west Bartlett Road between Rt 59 and Spitzer Road, Naperville Road from West Bartlett Road to the DuPage County Line, and included an option for 2016. Bids were due no later than February 5, 2015. The Village received five (5) bids.

COMPANY NAME	2015 BID AMOUNT	2016 BID AMOUNT	TOTAL
Mitch's Greenthumb	\$ 41,651	\$ 42,651	\$ 84,302
1 st Choice Landscaping	\$ 10,537	\$ 10,854	\$ 21,391
Twin Oaks Landscaping	\$ 9,900	\$ 9,905	\$ 19,805
On The Green Solutions	\$ 8,995	\$ 9,234	\$ 18,229
<i>Sebert Landscaping</i>	\$ 8,900	\$ 8,900	\$ 17,800

The lowest bid was submitted by Sebert Landscaping Company of Bartlett. Sebert Landscaping has done work for the Village in the past, and we have been satisfied with their performance. There is \$12,000 in the Proposed FY15-16 Street Budget for this project.

Based upon the bids submitted, I recommend the Village Board award the bid for the 2015/2016 Landscape Maintenance Program – West Bartlett West Parcels to Sebert Landscaping Company of Bartlett. and approve the attached agreement for that work. Please place this on the next available Board agenda.

Motion

I move the Village Board approve Resolution 2015- _____, a Resolution Approving of the Landscaping Maintenance Agreement (West Bartlett Road West Of IL Rt 59) Between the Village of Bartlett and Sebert Landscaping Company

RESOLUTION 2015 - _____

**A RESOLUTION APPROVING THE LANDSCAPING MAINTENANCE AGREEMENT
(WEST BARTLETT RD. WEST OF IL RT 59) BETWEEN THE VILLAGE OF
BARTLETT AND SEBERT LANDSCAPING COMPANY**

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

SECTION ONE: The base bid and alternate bid for the Village's landscape maintenance project work (West Bartlett Rd. – West of IL Rt. 59) (the "Project Work") in the amount of \$17,800, as set forth on the bid proposal form attached hereto as Exhibit A and incorporated herein, is hereby awarded to Sebert Landscaping Company as the lowest responsible and responsive bidder meeting specifications, subject to the terms and conditions of the below defined Agreement.

SECTION TWO: The Landscaping Maintenance Agreement (West Bartlett Rd. – West of IL Rt. 59) dated March 3, 2015, between Sebert Landscaping Company and the Village of Bartlett, a copy of which is appended hereto as Exhibit B and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 3, 2015

APPROVED: March 3, 2015

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, 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 2015 - _____ enacted on March 3, 2015 and approved on March 3, 2015 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

LANDSCAPING MAINTENANCE AGREEMENT
(WEST BARTLETT ROAD - WEST OF ROUTE 59 PARCELS)

This Landscaping Maintenance Agreement (West Bartlett Road - West of Route 59 Parcels) (the "Agreement") is entered this _____, 2015 between the Village of Bartlett, an Illinois home rule municipality (the "Village") and Sebert Landscaping Company ("Contractor") (collectively, the "Parties").

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

1. Project Work Contractor shall perform landscaping and related services as specified in Contractor's Base Bid Proposal for the 2015 Landscape Maintenance Program dated April _____, 2015, a copy of which is attached hereto as Exhibit A and is incorporated herein (the "Bid Proposal") and the Village's Specifications, a copy of which is attached hereto as Exhibit B and is incorporated herein (the "Specifications"), at the locations set forth on Exhibit C attached hereto and incorporated herein (the "Project Sites") in strict compliance with applicable federal, state and local rules, regulations, codes, statutes and laws, and the terms and conditions herein, (the "2015 Project Work").

In the event that the Village Board of Trustees approves of the Alternate Bid for the 2016 Landscape Maintenance Program, and the Village Administrator, in her sole and absolute discretion, provides notice of extension of the Agreement for the 2016 Landscape Maintenance Program as provided in the General Conditions and Instructions to Bidders, then the Project Work shall also include said 2016 maintenance work for the Project Sites as specified in the Bid Proposal regarding the alternate bid work, the Specifications, and in strict compliance with the terms and conditions herein ("2016 Project Work"). The 2015 Project Work and 2016 Project Work (if applicable) are collectively referred to herein as the "Project Work".

2. Terms of Agreement. The 2015 Project Work is for a single year contract beginning on May 1, 2015 (following notice to proceed from the Village) and ending on November 30, 2015. The Village reserves the right to cancel and terminate this Agreement with or without cause at any time by giving not less than thirty (30) days prior written notice to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed under the terms of the Agreement prior to the effective date of such cancellation provided Contractor is not in default and/or breach hereunder. Contractor shall not be entitled to receive damages on account of such cancellation or any further payment whatsoever.

In the event the Contractor's alternate bid for the 2016 Project Work has been approved by the Board of Trustees and the Village Administrator has provided notice on or before January 30, 2016 that the Village is extending the Agreement for the 2016 Project Work, then the term of the Agreement for the 2016 Project Work shall be May 1, 2016 through November 30, 2016, unless sooner terminated as provided herein.

3. Payment Procedure.

A. 2015 Project Work The 2015 Project Work will be paid for based on the Contract Annual Maintenance Cost set forth in the Bid Proposal for the maintenance at each Project Site which price shall be payment for all labor, equipment, materials, transportation, handling, insurance, incidentals, profit and overhead necessary to furnish, maintain and remove all debris from the Project Sites as indicated in the Specifications. Unless sooner terminated as provided herein, payments for the 2015 Project Work will be made in equal monthly installments – seven (7) payments (June through November) in the amount of \$ 1,217.43 per payment. In the event the Agreement is terminated prior to November 30, 2015, the monthly fee for the month in which the Agreement is terminated will be prorated based on said termination date. The Contractor shall submit invoices to the Village for each month's service, which shall include dates and description of contract services provided. Notwithstanding any provision herein to the contrary any and all such payments shall be contingent upon Contractor having performed the Project Work in strict compliance with the Specifications and the terms and conditions of this Agreement.

B. 2016 Project Work The 2016 Project Work (if approved and notice is given as provided herein) will be paid for at the Contract Annual Maintenance Cost set forth in the Bid Proposal for said alternate work for the maintenance at each Project Site which price shall be payment for all labor, equipment, materials, transportation, handling, insurance, incidentals, profit and overhead necessary to furnish, maintain and remove all debris from the Project Sites as indicated in the Specifications. Unless sooner terminated as provided herein, payments for the 2016 Project Work will be made in equal monthly installments – seven (7) payments (May through November) in the amount of \$ 1,217.43 per payment. In the event the Agreement is terminated prior to November 30, 2016, the monthly fee for the month in which the Agreement is terminated will be prorated based on said termination date. The Contractor shall submit invoices to the Village for each month's service, which shall include dates and description of contract services provided. Notwithstanding any provision herein to the contrary any and all such payments shall be contingent upon Contractor having performed the Project Work in strict compliance with the Specifications and the terms and conditions of this Agreement.

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

5. Compliance With Law. All equipment, supplies, materials, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable federal, state and local laws relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA) and all applicable Village of Bartlett Ordinances and Codes. To the fullest

extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village and its officers, officials, employees, agents, successors, and assigns from loss or damage, including, but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of federal, state or local law, related to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

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

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

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

9. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including, but not limited to, inspections of the Project Sites, and represents and warrants that the Specifications and depictions

are adequate and the required result can be produced under the Specifications and requirements herein. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

10. Insurance Requirements. Throughout the duration of the Project Work, and the performance of any Repair Work required herein, Contractor, at its sole cost, shall maintain insurance with the following minimum types and amounts of coverages:

- | | |
|--------------------------------|---|
| Commercial General Liability: | \$1,000,000 each occurrence, if such CGL coverage contains an aggregate limit it shall apply separately to this project/location or shall be in an amount of not less than \$2,000,000. |
| Worker Compensation: | State of Illinois Statutory Coverage |
| Employer's Liability coverage: | \$500,000 each accident for bodily injury by accident and \$500,000 each employee for bodily injury by disease. |
| Business Auto Liability | \$1,000,000 each accident covering liability arising out of "any auto" including owned, hired and non-owned autos. |

Contractor will cause the Village and its officials, officers, employees, agents, successors and assigns, to be named as Additional Insured (the "Additional Insured") under the CGL coverage, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the Business Auto Liability coverage, and under any commercial umbrella coverage.

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

Any endorsement(s) or provision(s) which limits contractual liability shall be deleted in their entirety. Said insurance coverage shall be primary as respects the Additional Insured and shall state that it shall apply separately to each insured against whom claim is made or suit is brought. Any insurance or self-insurance maintained by the Additional Insured shall be in excess of the Contractor's insurance and shall not contribute with it.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, administration of the work, independent contractors, subcontractors, sub-subcontractors, vendors and suppliers, products-completed

operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

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

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For insurance companies which obtain a rate from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

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

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E. Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to provide services under this Agreement, to purchase and maintain insurance of the types and minimum coverages specified above, which shall be considered primary. When requested by the Village, Contractor shall furnish copies of certificates of insurance and additional insured endorsements evidencing coverages for each subcontractor, and naming the Village and its officials, officers, employees, agents, successors and assigns, as Additional Insured under the CGL coverage, under the Business Auto Liability coverage, and under any commercial umbrella coverage.

11. Default. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the provisions of section 16 below.

12. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; (c) when personally delivered; or (d) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to Contractor: Sebert Landscaping Company
 1550 West Bartlett Road
 Bartlett, IL 60103
 Attention: Bob Nelson

If to the Village: Village of Bartlett
 228 South Main Street
 Bartlett, Illinois, 60103
 Attention: Valerie L. Salmons, Village Administrator
 Fax: 630-837-7168

With a copy to: Bryan E. Mraz
 Bryan E. Mraz & Associates
 111 East Irving Park Road

Roselle, Illinois, 60172
Fax: 630-529-2019

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

13. Repair Work. Upon completion of any Project Work, Contractor shall repair any damage to the Project Sites and/or any other Village property attributable to acts and/or omissions of Contractor, and/or Contractor's Agents, or otherwise attributable to the Project Work, except to the extent such damage is attributable to the willful/wanton acts of the Village (the "Repair Work"). The Repair Work shall be completed within five (5) days of Contractor and/or Contractor's Agent causing such damage (the "Repair Completion Date").

14. No Waiver of Immunities and/or Privileges. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed or interpreted as an express and/or implied waiver of any common law and/or statutory immunity and/or privilege of the Village and/or any of its officials, officers, directors, agents, successors and/or assigns, as to any claim, cause, cause of action and/or liability of any kind whatsoever.

15. Hazardous Substances. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Sites, or any of them. If the presence of Hazardous Substances brought upon, kept, stored or used by or on behalf of Contractor and/or Contractor's Agents in violation of this paragraph, results in contamination of the Project Sites, or any of them, Contractor shall pay for all actual costs of clean up and shall indemnify and hold harmless the above defined Indemnified Parties from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor and/or Contractor's Agents create a risk of violation of any Environmental Laws, Contractor shall cease such activities immediately

upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's duties and obligations to indemnify the Village shall survive the termination and/or expiration of this Agreement.

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

17. Relationship of the Parties.

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

B. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. The Village shall have no control over the charge of, nor be responsible for, the means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Project Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Project Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions of the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project Sites and all other persons who may be affected thereby.

18. Assumption of Liability. To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor and Contractor's Agents and any other person and assumes liability for all damage to property sustained by any person or

persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

19. Miscellaneous.

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

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

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

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

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

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

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

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

i. Each individual executing this Agreement personally warrants and represents that he or she is authorized to enter into this Agreement on behalf of its respective Party, and to bind said entity with respect to any transaction contemplated by or occurring under the provisions of this Agreement.

Village of Bartlett

Contractor

By: _____
Kevin Wallace,
Village President

By: _____
Name: _____
Title: _____

Attest:

Attest:

Lorna Giles, Village Clerk

Name: _____
Title: _____



Agenda Item Executive Summary

Item Name 2015 & 2016 West Bartlett Road - East Landscape Maintenance Program Committee or Board Board

BUDGET IMPACT			
Amount:	\$12,000	Budgeted	yes
List what fund	General fund – Street Maintenance		
EXECUTIVE SUMMARY			
<p>On January 21, 2015, a Notice to Bidders was published in the Bartlett Examiner soliciting bids for the 2015 Landscape Maintenance Program – West Bartlett Road - East of Route 59 to Western Ave Parcels. This project consists of regular mowing and general landscape maintenance of public areas along west Bartlett Road between Rt 59 and Western Avenue, and Devon Avenue, and included an option for 2016. Bids were due no later than February 5, 2015. The Village received five (5) bids. The lowest bid was submitted by On The Green Solutions, Inc of Clarendon Hills. On The Green has not worked for the Village in the past. We have contacted references provided by On The Green, and each was satisfied with their performance.</p> <p>There is \$12,000 in the Proposed FY15-16 Street Budget for this project.</p> <p>Based upon the bids submitted, I recommend the Village Board award the bid for the 2015 & 2016 Landscape Maintenance Program – West Bartlett East Parcels to On The Green Solutions of Clarendon Hills and approve the attached agreement for that work. Please place this on the next available Board agenda.</p>			
ATTACHMENTS (PLEASE LIST)			
<ul style="list-style-type: none"> • Memo • Agreement • Resolution 			

ACTION REQUESTED

For Discussion Only _____
 Resolution X
 Ordinance _____

Motion: I move the Village Board approve Resolution 2015- _____, a Resolution Approving of the Landscaping Maintenance Agreement (West Bartlett Road – East of IL Rt 59) Between the Village of Bartlett and On The Green Solutions, Inc.

Staff: Daniel Dinges, Public Works Director

Date: February 24, 2015

MEMO

Date: February 24, 2015

To: Valerie L. Salmons, Village Administrator

From: Dan Dinges, Public Works Director

Re: 2015/2016 West Bartlett Road - East Landscape Maintenance Program

On January 21, 2015, a Notice to Bidders was published in the Bartlett Examiner soliciting bids for the 2015 Landscape Maintenance Program – West Bartlett Road - East of Route 59 to Western Ave Parcels. This project consists of regular mowing and general landscape maintenance of public areas along west Bartlett Road between Rt 59 and Western Avenue, and Devon Avenue, and included an option for 2016. Bids were due no later than February 5, 2015. The Village received five (5) bids.

COMPANY NAME	2015 BID AMOUNT	2016 BID AMOUNT	TOTAL
Mitch's Greenthumb	\$ 17,572	\$ 17,923	\$ 35,495
Twin Oaks Landscaping	\$ 10,800	\$ 10,815	\$ 21,615
1 st Choice Landscaping	\$ 6,477.94	\$ 6,672.94	\$ 13,150.88
Sebert Landscaping	\$ 6,340	\$ 6,340	\$ 12,680
<i>On The Green Solutions</i>	\$ 5,410.02	\$ 5,410.02	\$ 10,820.04

The lowest bid was submitted by On The Green Solutions, Inc of Clarendon Hills. On The Green has not worked for the Village in the past. We have contacted references provided by On The Green, and each was satisfied with their performance. There is \$12,000 in the Proposed FY15-16 Street Budget for this project.

Based upon the bids submitted, I recommend the Village Board award the bid for the 2015/2016 Landscape Maintenance Program – West Bartlett East Parcels to On The Green Solutions of Clarendon Hills and approve the attached agreement for that work. Please place this on the next available Board agenda.

Motion

I move the Village Board approve Resolution 2015- _____, a Resolution Approving of the Landscaping Maintenance Agreement (West Bartlett Road East Of IL Rt 59) Between the Village of Bartlett and On The Green Solutions, Inc.

RESOLUTION 2015 - _____

**A RESOLUTION APPROVING THE LANDSCAPING MAINTENANCE AGREEMENT
(WEST BARTLETT RD. - EAST OF IL RT 59) BETWEEN THE VILLAGE OF
BARTLETT AND ON THE GREEN SOLUTIONS, 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 base bid and alternate bid for the Village's landscape maintenance project work (West Bartlett Rd. – East of IL Rt. 59) (the "Project Work") in the amount of \$10,820, as set forth on the bid proposal form attached hereto as Exhibit A and incorporated herein, is hereby awarded to On The Green Solutions, Inc. as the lowest responsible and responsive bidder meeting specifications, subject to the terms and conditions of the below defined Agreement.

SECTION TWO: The Landscaping Maintenance Agreement (West Bartlett Rd. – East of IL Rt. 59) dated March 3, 2015, between On The Green Solutions, Inc. and the Village of Bartlett, a copy of which is appended hereto as Exhibit B and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 3, 2015

APPROVED: March 3, 2015

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, Lorna Gilles, 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 2015 - _____ enacted on March 3, 2015 and approved on March 3, 2015 as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

**LANDSCAPING MAINTENANCE AGREEMENT (WEST BARTLETT ROAD –
EAST OF ROUTE 59 TO WESTERN AVENUE PARCELS)**

This Landscaping Maintenance Agreement (West Bartlett Road - East of Route 59 to Western Avenue Parcels) (the "Agreement") is entered this _____, 2015 between the Village of Bartlett, an Illinois home rule municipality (the "Village") and On The Green Soultuons Inc. ("Contractor") (collectively, the "Parties").

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

1. Project Work Contractor shall perform landscaping and related services as specified in Contractor's Base Bid Proposal for the 2015 Landscape Maintenance Program dated April _____, 2015, a copy of which is attached hereto as Exhibit A and is incorporated herein (the "Bid Proposal") and the Village's Specifications, a copy of which is attached hereto as Exhibit B and is incorporated herein (the "Specifications"), at the locations set forth on Exhibit C attached hereto and incorporated herein (the "Project Sites") in strict compliance with applicable federal, state and local rules, regulations, codes, statutes and laws, and the terms and conditions herein, (the "2015 Project Work").

In the event that the Village Board of Trustees approves of the Alternate Bid for the 2016 Landscape Maintenance Program, and the Village Administrator, in her sole and absolute discretion, provides notice of extension of the Agreement for the 2016 Landscape Maintenance Program as provided in the General Conditions and Instructions to Bidders, then the Project Work shall also include said 2016 maintenance work for the Project Sites as specified in the Bid Proposal regarding the alternate bid work, the Specifications, and in strict compliance with the terms and conditions herein ("2016 Project Work"). The 2015 Project Work and 2016 Project Work (if applicable) are collectively referred to herein as the "Project Work".

2. Terms of Agreement. The 2015 Project Work is for a single year contract beginning on May 1, 2015 (following notice to proceed from the Village) and ending on November 30, 2015. The Village reserves the right to cancel and terminate this Agreement with or without cause at any time by giving not less than thirty (30) days prior written notice to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed under the terms of the Agreement prior to the effective date of such cancellation provided Contractor is not in default and/or breach hereunder. Contractor shall not be entitled to receive damages on account of such cancellation or any further payment whatsoever.

In the event the Contractor's alternate bid for the 2016 Project Work has been approved by the Board of Trustees and the Village Administrator has provided notice on or before January 30, 2016 that the Village is extending the Agreement for the 2016 Project Work, then the term of the Agreement for the 2016 Project Work shall be May 1, 2016 through November 30, 2016, unless sooner terminated as provided herein.

3. Payment Procedure.

A. 2015 Project Work The 2015 Project Work will be paid for based on the Contract Annual Maintenance Cost set forth in the Bid Proposal for the maintenance at each Project Site which price shall be payment for all labor, equipment, materials, transportation, handling, insurance, incidentals, profit and overhead necessary to furnish, maintain and remove all debris from the Project Sites as indicated in the Specifications. Unless sooner terminated as provided herein, payments for the 2015 Project Work will be made in equal monthly installments – seven (7) payments (June through November) in the amount of \$ 772.86 per payment. In the event the Agreement is terminated prior to November 30, 2015, the monthly fee for the month in which the Agreement is terminated will be prorated based on said termination date. The Contractor shall submit invoices to the Village for each month's service, which shall include dates and description of contract services provided. Notwithstanding any provision herein to the contrary any and all such payments shall be contingent upon Contractor having performed the Project Work in strict compliance with the Specifications and the terms and conditions of this Agreement.

B. 2016 Project Work The 2016 Project Work (if approved and notice is given as provided herein) will be paid for at the Contract Annual Maintenance Cost set forth in the Bid Proposal for said alternate work for the maintenance at each Project Site which price shall be payment for all labor, equipment, materials, transportation, handling, insurance, incidentals, profit and overhead necessary to furnish, maintain and remove all debris from the Project Sites as indicated in the Specifications. Unless sooner terminated as provided herein, payments for the 2016 Project Work will be made in equal monthly installments – seven (7) payments (May through November) in the amount of \$ 772.86 per payment. In the event the Agreement is terminated prior to November 30, 2016, the monthly fee for the month in which the Agreement is terminated will be prorated based on said termination date. The Contractor shall submit invoices to the Village for each month's service, which shall include dates and description of contract services provided. Notwithstanding any provision herein to the contrary any and all such payments shall be contingent upon Contractor having performed the Project Work in strict compliance with the Specifications and the terms and conditions of this Agreement.

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

5. Compliance With Law. All equipment, supplies, materials, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable federal, state and local laws relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA) and all applicable Village of Bartlett Ordinances and Codes. To the fullest

extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village and its officers, officials, employees, agents, successors, and assigns from loss or damage, including, but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of federal, state or local law, related to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

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

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

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

9. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including, but not limited to, inspections of the Project Sites, and represents and warrants that the Specifications and depictions

are adequate and the required result can be produced under the Specifications and requirements herein. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

10. Insurance Requirements. Throughout the duration of the Project Work, and the performance of any Repair Work required herein, Contractor, at its sole cost, shall maintain insurance with the following minimum types and amounts of coverages:

- Commercial General Liability: \$1,000,000 each occurrence, if such CGL coverage contains an aggregate limit it shall apply separately to this project/location or shall be in an amount of not less than \$2,000,000.
- Worker Compensation: State of Illinois Statutory Coverage
- Employer's Liability coverage: \$500,000 each accident for bodily injury by accident and \$500,000 each employee for bodily injury by disease.
- Business Auto Liability \$1,000,000 each accident covering liability arising out of "any auto" including owned, hired and non-owned autos.

Contractor will cause the Village and its officials, officers, employees, agents, successors and assigns, to be named as Additional Insured (the "Additional Insured") under the CGL coverage, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the Business Auto Liability coverage, and under any commercial umbrella coverage.

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

Any endorsement(s) or provision(s) which limits contractual liability shall be deleted in their entirety. Said insurance coverage shall be primary as respects the Additional Insured and shall state that it shall apply separately to each insured against whom claim is made or suit is brought. Any insurance or self-insurance maintained by the Additional Insured shall be in excess of the Contractor's insurance and shall not contribute with it.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, administration of the work, independent contractors, subcontractors, sub-subcontractors, vendors and suppliers, products-completed

operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

A. Evidence of Insurance.

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

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

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

The Village shall have the right, but not the obligation, of prohibiting Contractor from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

Failure to maintain the required insurance may result in termination of this Agreement.

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

B. Acceptability of Insurers.

For insurance companies which obtain a rate from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

C. Cross-Liability Coverage.

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

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-

insured retentions as respects the Village, its officers, officials, employees, and/or volunteers or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to investigations, claim administration and defense expenses.

E. Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to provide services under this Agreement, to purchase and maintain insurance of the types and minimum coverages specified above, which shall be considered primary. When requested by the Village, Contractor shall furnish copies of certificates of insurance and additional insured endorsements evidencing coverages for each subcontractor, and naming the Village and its officials, officers, employees, agents, successors and assigns, as Additional Insured under the CGL coverage, under the Business Auto Liability coverage, and under any commercial umbrella coverage.

11. Default. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the provisions of section 16 below.

12. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; (c) when personally delivered; or (d) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to Contractor: On The Green Soutlions, Inc.
P.O. Box 127
Clarendon Hills, IL 60514
Attention: Stephen Gay

If to the Village: Village of Bartlett
228 South Main Street
Bartlett, Illinois, 60103
Attention: Valerie L. Salmons, Village Administrator
Fax: 630-837-7168

With a copy to: Bryan E. Mraz
Bryan E. Mraz & Associates
111 East Irving Park Road

Roselle, Illinois, 60172
Fax: 630-529-2019

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

13. Repair Work. Upon completion of any Project Work, Contractor shall repair any damage to the Project Sites and/or any other Village property attributable to acts and/or omissions of Contractor, and/or Contractor's Agents, or otherwise attributable to the Project Work, except to the extent such damage is attributable to the willful/wanton acts of the Village (the "Repair Work"). The Repair Work shall be completed within five (5) days of Contractor and/or Contractor's Agent causing such damage (the "Repair Completion Date").

14. No Waiver of Immunities and/or Privileges. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed or interpreted as an express and/or implied waiver of any common law and/or statutory immunity and/or privilege of the Village and/or any of its officials, officers, directors, agents, successors and/or assigns, as to any claim, cause, cause of action and/or liability of any kind whatsoever.

15. Hazardous Substances. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Sites, or any of them. If the presence of Hazardous Substances brought upon, kept, stored or used by or on behalf of Contractor and/or Contractor's Agents in violation of this paragraph, results in contamination of the Project Sites, or any of them, Contractor shall pay for all actual costs of clean up and shall indemnify and hold harmless the above defined Indemnified Parties from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor and/or Contractor's Agents create a risk of violation of any Environmental Laws, Contractor shall cease such activities immediately

upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's duties and obligations to indemnify the Village shall survive the termination and/or expiration of this Agreement.

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

17. Relationship of the Parties.

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

B. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. The Village shall have no control over the charge of, nor be responsible for, the means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Project Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Project Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions of the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project Sites and all other persons who may be affected thereby.

18. Assumption of Liability. To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor and Contractor's Agents and any other person and assumes liability for all damage to property sustained by any person or

persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

19. Miscellaneous.

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

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

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

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

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

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

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

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

i. Each individual executing this Agreement personally warrants and represents that he or she is authorized to enter into this Agreement on behalf of its respective Party, and to bind said entity with respect to any transaction contemplated by or occurring under the provisions of this Agreement.

Village of Bartlett

Contractor

By: _____
Kevin Wallace
Village President

By: _____
Name: _____
Title: _____

Attest:

Attest:

Lorna Giles, Village Clerk

Name: _____
Title: _____



Agenda Item Executive Summary

Item Name 2015 & 2016 Coral Pond Landscape Maintenance Program Committee or Board Board

BUDGET IMPACT

Amount:	\$50,000	Budgeted	yes
List what fund	General fund – Street Maintenance		

EXECUTIVE SUMMARY

On January 21, 2015, a Notice to Bidders was published in the Bartlett Examiner soliciting bids for the 2015 Landscape Maintenance Program – Coral Pond Parcels. This is a new project consisting of regular mowing and general landscape maintenance of public areas between Prospect Avenue, Newport Boulevard and the Com Ed property, and includes an option for 2016. Bids were due no later than February 5, 2015. The Village received four (4) bids. The lowest bid was submitted by Sebert Landscaping Company of Bartlett. Sebert Landscaping has worked for the Village in the past, and we have been satisfied with their performance.

There is \$50,000 in the Proposed FY15-16 Street Budget under Services to Maintain Grounds. Contracting these additional landscape maintenance services frees Village staff for street paving, tree take downs, tree trimming, mud-jacking sidewalks and other Public Works tasks.

Based upon the bids submitted, I recommend the Village Board award the bid for the 2015 & 2016 Landscape Maintenance Program – Coral Pond Parcels to Sebert Landscaping Company of Bartlett and approve the attached agreement for that work. Please place this on the next available Board agenda.

ATTACHMENTS (PLEASE LIST)

- Memo
- Agreement
- Resolution

ACTION REQUESTED

For Discussion Only _____
 Resolution ___X___
 Ordinance _____

Motion: I move the Village Board approve Resolution 2015- _____, a Resolution Approving of the Landscaping Maintenance Agreement (Coral Pond Parcels) Between the Village of Bartlett and Sebert Landscaping Company.

Staff: Daniel Dinges, Public Works Director

Date: February 24, 2015

MEMO

Date: February 24, 2015

To: Valerie L. Salmons, Village Administrator

From: Dan Dinges, Public Works Director

Re: 2015/2016 Coral Pond Landscape Maintenance Program

On January 21, 2015, a Notice to Bidders was published in the Bartlett Examiner soliciting bids for the 2015 Landscape Maintenance Program – Coral Pond Parcels. This is a new project consisting of regular mowing and general landscape maintenance of public areas between Prospect Avenue, Newport Boulevard and the Com Ed property, and includes an option for 2016. Bids were due no later than February 5, 2015. The Village received four (4) bids.

COMPANY NAME	2015 BID AMOUNT	2016 BID AMOUNT	TOTAL
1 st Choice Landscaping	\$ 24,500	\$ 25,235	\$ 49,735
Twin Oaks Landscaping	\$ 23,625	\$ 23,625	\$ 47,250
Mitch's Greenthumb	\$ 22,050	\$ 22,490	\$ 44,540
<i>Sebert Landscaping</i>	<i>\$ 19,500</i>	<i>\$ 19,500</i>	<i>\$ 39,000</i>

The lowest bid was submitted by Sebert Landscaping Company of Bartlett. Sebert Landscaping has worked for the Village in the past, and we have been satisfied with their performance.

There is \$50,000 in the Proposed FY15-16 Street Budget under Services to Maintain Grounds, Additional Contracts for this project and the Various Locations agreement (\$6,120).

Based upon the bids submitted, I recommend the Village Board award the bid for the 2015/2016 Landscape Maintenance Program – Coral Pond Parcels to Sebert Landscaping Company of Bartlett and approve the attached agreement for that work. Please place this on the next available Board agenda.

Motion

I move the Village Board approve Resolution 2015- ____, a Resolution Approving of the Landscaping Maintenance Agreement (Coral Pond Parcels) Between the Village of Bartlett and Sebert Landscaping Company

RESOLUTION 2015 - _____

**A RESOLUTION APPROVING THE LANDSCAPING MAINTENANCE AGREEMENT
(CORAL POND PARCELS) BETWEEN THE VILLAGE OF
BARTLETT AND SEBERT LANDSCAPING COMPANY**

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

SECTION ONE: The base bid and alternate bid for the Village's landscape maintenance project work (Coral Pond Parcels) (the "Project Work") in the amount of \$39,000, as set forth on the bid proposal form attached hereto as Exhibit A and incorporated herein, is hereby awarded to Sebert Landscaping Company as the lowest responsible and responsive bidder meeting specifications, subject to the terms and conditions of the below defined Agreement.

SECTION TWO: The Landscaping Maintenance Agreement (Coral Pond) dated March 3, 2015, between Sebert Landscaping Company and the Village of Bartlett, a copy of which is appended hereto as Exhibit B and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 3, 2015

APPROVED: March 3, 2015

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, Lorna Giless, 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 2015 - _____ enacted on March 3, 2015 and approved on March 3, 2015 as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

LANDSCAPING MAINTENANCE AGREEMENT (CORAL POND PARCELS)

This Landscaping Maintenance Agreement (Coral Pond Parcels) (the "Agreement") is entered this _____, 2015 between the Village of Bartlett, an Illinois home rule municipality (the "Village") and Sebert Landscaping Company ("Contractor") (collectively, the "Parties").

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

1. Project Work Contractor shall perform landscaping and related services as specified in Contractor's Base Bid Proposal for the 2015 Landscape Maintenance Program dated April _____, 2015, a copy of which is attached hereto as Exhibit A and is incorporated herein (the "Bid Proposal") and the Village's Specifications, a copy of which is attached hereto as Exhibit B and is incorporated herein (the "Specifications"), at the locations set forth on Exhibit C attached hereto and incorporated herein (the "Project Sites") in strict compliance with applicable federal, state and local rules, regulations, codes, statutes and laws, and the terms and conditions herein, (the "2015 Project Work").

In the event that the Village Board of Trustees approves of the Alternate Bid for the 2016 Landscape Maintenance Program, and the Village Administrator, in her sole and absolute discretion, provides notice of extension of the Agreement for the 2016 Landscape Maintenance Program as provided in the General Conditions and Instructions to Bidders, then the Project Work shall also include said 2016 maintenance work for the Project Sites as specified in the Bid Proposal regarding the alternate bid work, the Specifications, and in strict compliance with the terms and conditions herein ("2016 Project Work"). The 2015 Project Work and 2016 Project Work (if applicable) are collectively referred to herein as the "Project Work".

2. Terms of Agreement. The 2015 Project Work is for a single year contract beginning on May 1, 2015 (following notice to proceed from the Village) and ending on November 30, 2015. The Village reserves the right to cancel and terminate this Agreement with or without cause at any time by giving not less than thirty (30) days prior written notice to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed under the terms of the Agreement prior to the effective date of such cancellation provided Contractor is not in default and/or breach hereunder. Contractor shall not be entitled to receive damages on account of such cancellation or any further payment whatsoever.

In the event the Contractor's alternate bid for the 2016 Project Work has been approved by the Board of Trustees and the Village Administrator has provided notice on or before January 30, 2016 that the Village is extending the Agreement for the 2016 Project Work, then the term of the Agreement for the 2016 Project Work shall be May 1, 2016 through November 30, 2016, unless sooner terminated as provided herein.

3. Payment Procedure.

A. 2015 Project Work The 2015 Project Work will be paid for based on the Contract Annual Maintenance Cost set forth in the Bid Proposal for the maintenance at each Project Site which price shall be payment for all labor, equipment, materials, transportation, handling, insurance, incidentals, profit and overhead necessary to furnish, maintain and remove all debris from the Project Sites as indicated in the Specifications. Unless sooner terminated as provided herein, payments for the 2015 Project Work will be made in equal monthly installments – seven (7) payments (May through November) in the amount of \$ 2,785.71 per payment. In the event the Agreement is terminated prior to November 30, 2015, the monthly fee for the month in which the Agreement is terminated will be prorated based on said termination date. The Contractor shall submit invoices to the Village for each month's service, which shall include dates and description of contract services provided. Notwithstanding any provision herein to the contrary any and all such payments shall be contingent upon Contractor having performed the Project Work in strict compliance with the Specifications and the terms and conditions of this Agreement.

B. 2016 Project Work The 2016 Project Work (if approved and notice is given as provided herein) will be paid for at the Contract Annual Maintenance Cost set forth in the Bid Proposal for said alternate work for the maintenance at each Project Site which price shall be payment for all labor, equipment, materials, transportation, handling, insurance, incidentals, profit and overhead necessary to furnish, maintain and remove all debris from the Project Sites as indicated in the Specifications. Unless sooner terminated as provided herein, payments for the 2016 Project Work will be made in equal monthly installments – seven (7) payments (May through November) in the amount of \$2785.71 per payment. In the event the Agreement is terminated prior to November 30, 2016, the monthly fee for the month in which the Agreement is terminated will be prorated based on said termination date. The Contractor shall submit invoices to the Village for each month's service, which shall include dates and description of contract services provided. Notwithstanding any provision herein to the contrary any and all such payments shall be contingent upon Contractor having performed the Project Work in strict compliance with the Specifications and the terms and conditions of this Agreement.

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

5. Compliance With Law. All equipment, supplies, materials, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable federal, state and local laws relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA) and all applicable Village of Bartlett Ordinances and Codes. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the

Village and its officers, officials, employees, agents, successors, and assigns from loss or damage, including, but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of federal, state or local law, related to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

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

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

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

9. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including, but not limited to, inspections of the Project Sites, and represents and warrants that the Specifications and depictions are adequate and the required result can be produced under the Specifications and

requirements herein. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

10. Insurance Requirements. Throughout the duration of the Project Work, and the performance of any Repair Work required herein, Contractor, at its sole cost, shall maintain insurance with the following minimum types and amounts of coverages:

- Commercial General Liability: \$1,000,000 each occurrence, if such CGL coverage contains an aggregate limit it shall apply separately to this project/location or shall be in an amount of not less than \$2,000,000.
- Worker Compensation: State of Illinois Statutory Coverage
- Employer's Liability coverage: \$500,000 each accident for bodily injury by accident and \$500,000 each employee for bodily injury by disease.
- Business Auto Liability \$1,000,000 each accident covering liability arising out of "any auto" including owned, hired and non-owned autos.

Contractor will cause the Village and its officials, officers, employees, agents, successors and assigns, to be named as Additional Insured (the "Additional Insured") under the CGL coverage, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the Business Auto Liability coverage, and under any commercial umbrella coverage.

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

Any endorsement(s) or provision(s) which limits contractual liability shall be deleted in their entirety. Said insurance coverage shall be primary as respects the Additional Insured and shall state that it shall apply separately to each insured against whom claim is made or suit is brought. Any insurance or self-insurance maintained by the Additional Insured shall be in excess of the Contractor's insurance and shall not contribute with it.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, administration of the work, independent contractors, subcontractors, sub-subcontractors, vendors and suppliers, products-completed

operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

A. Evidence of Insurance.

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

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

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

The Village shall have the right, but not the obligation, of prohibiting Contractor from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

Failure to maintain the required insurance may result in termination of this Agreement.

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

B. Acceptability of Insurers.

For insurance companies which obtain a rate from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

C. Cross-Liability Coverage.

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

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-

insured retentions as respects the Village, its officers, officials, employees, and/or volunteers or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to investigations, claim administration and defense expenses.

E. Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to provide services under this Agreement, to purchase and maintain insurance of the types and minimum coverages specified above, which shall be considered primary. When requested by the Village, Contractor shall furnish copies of certificates of insurance and additional insured endorsements evidencing coverages for each subcontractor, and naming the Village and its officials, officers, employees, agents, successors and assigns, as Additional Insured under the CGL coverage, under the Business Auto Liability coverage, and under any commercial umbrella coverage.

11. Default. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the provisions of section 16 below.

12. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; (c) when personally delivered; or (d) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to Contractor: Sebert Landscaping Company
 1550 W. Bartlett Road
 Bartlett, IL 60103
 Attn: Mr. Bob Nelson

If to the Village: Village of Bartlett
 228 South Main Street
 Bartlett, Illinois, 60103
 Attention: Valerie L. Salmons, Village Administrator
 Fax: 630-837-7168

With a copy to: Bryan E. Mraz
 Bryan E. Mraz & Associates

111 East Irving Park Road
Roselle, Illinois, 60172
Fax: 630-529-2019

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

13. Repair Work. Upon completion of any Project Work, Contractor shall repair any damage to the Project Sites and/or any other Village property attributable to acts and/or omissions of Contractor, and/or Contractor's Agents, or otherwise attributable to the Project Work, except to the extent such damage is attributable to the willful/wanton acts of the Village (the "Repair Work"). The Repair Work shall be completed within five (5) days of Contractor and/or Contractor's Agent causing such damage (the "Repair Completion Date").

14. No Waiver of Immunities and/or Privileges. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed or interpreted as an express and/or implied waiver of any common law and/or statutory immunity and/or privilege of the Village and/or any of its officials, officers, directors, agents, successors and/or assigns, as to any claim, cause, cause of action and/or liability of any kind whatsoever.

15. Hazardous Substances. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Sites, or any of them. If the presence of Hazardous Substances brought upon, kept, stored or used by or on behalf of Contractor and/or Contractor's Agents in violation of this paragraph, results in contamination of the Project Sites, or any of them, Contractor shall pay for all actual costs of clean up and shall indemnify and hold harmless the above defined Indemnified Parties from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor and/or Contractor's Agents create a risk of

violation of any Environmental Laws, Contractor shall cease such activities immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's duties and obligations to indemnify the Village shall survive the termination and/or expiration of this Agreement.

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

17. Relationship of the Parties.

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

B. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. The Village shall have no control over the charge of, nor be responsible for, the means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Project Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Project Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions of the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project Sites and all other persons who may be affected thereby.

18. Assumption of Liability. To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor and Contractor's Agents and any other person

and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

19. Miscellaneous.

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

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

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

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

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

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

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

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

i. Each individual executing this Agreement personally warrants and represents that he or she is authorized to enter into this Agreement on behalf of its respective Party, and to bind said entity with respect to any transaction contemplated by or occurring under the provisions of this Agreement.

Village of Bartlett

Contractor

By: _____
Kevin Wallace,
Village President

By: _____
Name: _____
Title: _____

Attest:

Attest:

Lorna Giles, Village Clerk

Name: _____
Title: _____



Agenda Item Executive Summary

Item Name 2015 & 2016 Various Location Landscape Maintenance Program Committee or Board Board

BUDGET IMPACT			
Amount:	\$50,000	Budgeted	yes
List what fund	General fund – Street Maintenance		
EXECUTIVE SUMMARY			
<p>On January 21, 2015, a Notice to Bidders was published in the Bartlett Examiner soliciting bids for the 2015 Landscape Maintenance Program – Various Locations. This is a new project consisting of regular mowing and general landscape maintenance of several public areas in the Village, and includes an option for 2016. Bids were due no later than February 5, 2015. The Village received six (6) bids. The lowest bid was submitted by On The Green Solutions, Inc. of Clarendon Hills. On The Green has not worked for the Village in the past. We have contacted references provided by On The Green, and each was satisfied with their performance.</p> <p>There is \$50,000 in the Proposed FY15-16 Street Budget under Services to Maintain Grounds. Contracting these additional landscape maintenance services frees Village staff for street paving, tree take downs, tree trimming, mud-jacking sidewalks and other Public Works tasks.</p> <p>Based upon the bids submitted, I recommend the Village Board award the bid for the 2015 & 2016 Landscape Maintenance Program – Various Locations to On The Green Solutions of Clarendon Hills and approve the attached agreement for that work. Please place this on the next available Board agenda.</p>			
ATTACHMENTS (PLEASE LIST)			
<ul style="list-style-type: none"> • Memo • Agreement • Resolution 			

ACTION REQUESTED

For Discussion Only _____
 Resolution X
 Ordinance _____

Motion: I move the Village Board approve Resolution 2015- _____, a Resolution Approving of the Landscaping Maintenance Agreement (Various Locations) Between the Village of Bartlett and On The Green Solutions, Inc.

Staff: Daniel Dinges, Public Works Director

Date: February 24, 2015

MEMO

Date: February 24, 2015

To: Valerie L. Salmons, Village Administrator

From: Dan Dinges, Public Works Director

Re: 2015/2016 Various Locations Landscape Maintenance Program

On January 21, 2015, a Notice to Bidders was published in the Bartlett Examiner soliciting bids for the 2015 Landscape Maintenance Program – Various Locations. This is a new project consisting of regular mowing and general landscape maintenance of several public areas in the Village, and includes an option for 2016. Bids were due no later than February 5, 2015. The Village received six (6) bids.

COMPANY NAME	2015 BID AMOUNT	2016 BID AMOUNT	TOTAL
Mitch's Greenthumb	\$ 9,000	\$ 9,180	\$ 18,180
Sebert Landscaping	\$ 8,400	\$ 8,400	\$ 16,800
C. E. Smith	\$ 7,700	\$ 7,700	\$ 15,400
Twin Oaks Landscaping	\$ 7,290	\$ 7,315	\$ 14,605
1 st Choice Landscaping	\$ 6,563	\$ 6,760	\$ 13,323
<i>On The Green</i>	<i>\$ 6,102</i>	<i>\$ 6,102</i>	<i>\$ 12,204</i>

The lowest bid was submitted by On The Green Solutions of Clarendon Hills. On The Green has not worked for the Village in the past. We have contacted references provided by On The Green, and each was satisfied with their performance.

There is \$50,000 in the Proposed FY15-16 Street Budget under Services to Maintain Grounds, Additional Contracts for this project and the Coral Pond agreement (\$19,500).

Based upon the bids submitted, I recommend the Village Board award the bid for the 2015/2016 Landscape Maintenance Program – Various Locations to On The Green Solutions of Clarendon Hills and approve the attached agreement for that work. Please place this on the next available Board agenda.

Motion

I move the Village Board approve Resolution 2015- _____, a Resolution
Approving of the Landscaping Maintenance Agreement
(Various Locations) Between the Village of Bartlett and On The Green
Solutions, Inc.

RESOLUTION 2015 - _____

**A RESOLUTION APPROVING THE LANDSCAPING MAINTENANCE AGREEMENT
(VARIOUS LOCATIONS) BETWEEN THE VILLAGE OF
BARTLETT AND ON THE GREEN SOLUTIONS, 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 base bid and alternate bid for the Village's landscape maintenance project work (Various Locations) (the "Project Work") in the amount of \$12,204, as set forth on the bid proposal form attached hereto as Exhibit A and incorporated herein, is hereby awarded to On The Green Solutions, Inc. as the lowest responsible and responsive bidder meeting specifications, subject to the terms and conditions of the below defined Agreement.

SECTION TWO: The Landscaping Maintenance Agreement (Various Locations) dated March 3, 2015, between On The Green Solutions, Inc. and the Village of Bartlett, a copy of which is appended hereto as Exhibit B and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 3, 2015

APPROVED: March 3, 2015

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, Lorna Gilles, 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 2015 - _____ enacted on March 3, 2015 and approved on March 3, 2015 as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

LANDSCAPING MAINTENANCE AGREEMENT (VARIOUS LOCATIONS)

This Landscaping Maintenance Agreement (Various Locations) (the "Agreement") is entered this _____, 2015 between the Village of Bartlett, an Illinois home rule municipality (the "Village") and On The Green Solutions, Inc. ("Contractor") (collectively, the "Parties").

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

1. Project Work Contractor shall perform landscaping and related services as specified in Contractor's Base Bid Proposal for the 2015 Landscape Maintenance Program dated April _____, 2015, a copy of which is attached hereto as Exhibit A and is incorporated herein (the "Bid Proposal") and the Village's Specifications, a copy of which is attached hereto as Exhibit B and is incorporated herein (the "Specifications"), at the locations set forth on Exhibit C attached hereto and incorporated herein (the "Project Sites") in strict compliance with applicable federal, state and local rules, regulations, codes, statutes and laws, and the terms and conditions herein, (the "2015 Project Work").

In the event that the Village Board of Trustees approves of the Alternate Bid for the 2016 Landscape Maintenance Program, and the Village Administrator, in her sole and absolute discretion, provides notice of extension of the Agreement for the 2016 Landscape Maintenance Program as provided in the General Conditions and Instructions to Bidders, then the Project Work shall also include said 2016 maintenance work for the Project Sites as specified in the Bid Proposal regarding the alternate bid work, the Specifications, and in strict compliance with the terms and conditions herein ("2016 Project Work"). The 2015 Project Work and 2016 Project Work (if applicable) are collectively referred to herein as the "Project Work".

2. Terms of Agreement. The 2015 Project Work is for a single year contract beginning on May 1, 2015 (following notice to proceed from the Village) and ending on November 30, 2015. The Village reserves the right to cancel and terminate this Agreement with or without cause at any time by giving not less than thirty (30) days prior written notice to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed under the terms of the Agreement prior to the effective date of such cancellation provided Contractor is not in default and/or breach hereunder. Contractor shall not be entitled to receive damages on account of such cancellation or any further payment whatsoever.

In the event the Contractor's alternate bid for the 2016 Project Work has been approved by the Board of Trustees and the Village Administrator has provided notice on or before January 30, 2016 that the Village is extending the Agreement for the 2016 Project Work, then the term of the Agreement for the 2016 Project Work shall be May 1, 2016 through November 30, 2016, unless sooner terminated as provided herein.

3. Payment Procedure.

A. 2015 Project Work The 2015 Project Work will be paid for based on the Contract Annual Maintenance Cost set forth in the Bid Proposal for the maintenance at each Project Site which price shall be payment for all labor, equipment, materials, transportation, handling, insurance, incidentals, profit and overhead necessary to furnish, maintain and remove all debris from the Project Sites as indicated in the Specifications. Unless sooner terminated as provided herein, payments for the 2015 Project Work will be made in equal monthly installments – seven (7) payments (May through November) in the amount of \$ 871.71 per payment. In the event the Agreement is terminated prior to November 30, 2015, the monthly fee for the month in which the Agreement is terminated will be prorated based on said termination date. The Contractor shall submit invoices to the Village for each month's service, which shall include dates and description of contract services provided. Notwithstanding any provision herein to the contrary any and all such payments shall be contingent upon Contractor having performed the Project Work in strict compliance with the Specifications and the terms and conditions of this Agreement.

B. 2016 Project Work The 2016 Project Work (if approved and notice is given as provided herein) will be paid for at the Contract Annual Maintenance Cost set forth in the Bid Proposal for said alternate work for the maintenance at each Project Site which price shall be payment for all labor, equipment, materials, transportation, handling, insurance, incidentals, profit and overhead necessary to furnish, maintain and remove all debris from the Project Sites as indicated in the Specifications. Unless sooner terminated as provided herein, payments for the 2016 Project Work will be made in equal monthly installments – seven (7) payments (May through November) in the amount of \$ 871.71 per payment. In the event the Agreement is terminated prior to November 30, 2016, the monthly fee for the month in which the Agreement is terminated will be prorated based on said termination date. The Contractor shall submit invoices to the Village for each month's service, which shall include dates and description of contract services provided. Notwithstanding any provision herein to the contrary any and all such payments shall be contingent upon Contractor having performed the Project Work in strict compliance with the Specifications and the terms and conditions of this Agreement.

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

5. Compliance With Law. All equipment, supplies, materials, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable federal, state and local laws relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA) and all applicable Village of Bartlett Ordinances and Codes. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the

Village and its officers, officials, employees, agents, successors, and assigns from loss or damage, including, but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of federal, state or local law, related to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

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

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

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

9. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including, but not limited to, inspections of the Project Sites, and represents and warrants that the Specifications and depictions are adequate and the required result can be produced under the Specifications and

requirements herein. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

10. Insurance Requirements. Throughout the duration of the Project Work, and the performance of any Repair Work required herein, Contractor, at its sole cost, shall maintain insurance with the following minimum types and amounts of coverages:

- Commercial General Liability: \$1,000,000 each occurrence, if such CGL coverage contains an aggregate limit it shall apply separately to this project/location or shall be in an amount of not less than \$2,000,000.
- Worker Compensation: State of Illinois Statutory Coverage
- Employer's Liability coverage: \$500,000 each accident for bodily injury by accident and \$500,000 each employee for bodily injury by disease.
- Business Auto Liability \$1,000,000 each accident covering liability arising out of "any auto" including owned, hired and non-owned autos.

Contractor will cause the Village and its officials, officers, employees, agents, successors and assigns, to be named as Additional Insured (the "Additional Insured") under the CGL coverage, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the Business Auto Liability coverage, and under any commercial umbrella coverage.

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

Any endorsement(s) or provision(s) which limits contractual liability shall be deleted in their entirety. Said insurance coverage shall be primary as respects the Additional Insured and shall state that it shall apply separately to each insured against whom claim is made or suit is brought. Any insurance or self-insurance maintained by the Additional Insured shall be in excess of the Contractor's insurance and shall not contribute with it.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence from CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, administration of the work, independent contractors, subcontractors, sub-subcontractors, vendors and suppliers, products-completed

operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

A. Evidence of Insurance.

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

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

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

The Village shall have the right, but not the obligation, of prohibiting Contractor from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

Failure to maintain the required insurance may result in termination of this Agreement.

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

B. Acceptability of Insurers.

For insurance companies which obtain a rate from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

C. Cross-Liability Coverage.

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

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-

insured retentions as respects the Village, its officers, officials, employees, and/or volunteers or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to investigations, claim administration and defense expenses.

E. Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to provide services under this Agreement, to purchase and maintain insurance of the types and minimum coverages specified above, which shall be considered primary. When requested by the Village, Contractor shall furnish copies of certificates of insurance and additional insured endorsements evidencing coverages for each subcontractor, and naming the Village and its officials, officers, employees, agents, successors and assigns, as Additional Insured under the CGL coverage, under the Business Auto Liability coverage, and under any commercial umbrella coverage.

11. Default. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the provisions of section 16 below.

12. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; (c) when personally delivered; or (d) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to Contractor: On The Green Solutions, Inc.
P.O. Box 127
Clarendon Hills, IL 60514
Attention: Stephen Gay

If to the Village: Village of Bartlett
228 South Main Street
Bartlett, Illinois, 60103
Attention: Valerie L. Salmons, Village Administrator
Fax: 630-837-7168

With a copy to: Bryan E. Mraz
Bryan E. Mraz & Associates
111 East Irving Park Road

Roselle, Illinois, 60172
Fax: 630-529-2019

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

13. Repair Work. Upon completion of any Project Work, Contractor shall repair any damage to the Project Sites and/or any other Village property attributable to acts and/or omissions of Contractor, and/or Contractor's Agents, or otherwise attributable to the Project Work, except to the extent such damage is attributable to the willful/wanton acts of the Village (the "Repair Work"). The Repair Work shall be completed within five (5) days of Contractor and/or Contractor's Agent causing such damage (the "Repair Completion Date").

14. No Waiver of Immunities and/or Privileges. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed or interpreted as an express and/or implied waiver of any common law and/or statutory immunity and/or privilege of the Village and/or any of its officials, officers, directors, agents, successors and/or assigns, as to any claim, cause, cause of action and/or liability of any kind whatsoever.

15. Hazardous Substances. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Sites, or any of them. If the presence of Hazardous Substances brought upon, kept, stored or used by or on behalf of Contractor and/or Contractor's Agents in violation of this paragraph, results in contamination of the Project Sites, or any of them, Contractor shall pay for all actual costs of clean up and shall indemnify and hold harmless the above defined Indemnified Parties from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor and/or Contractor's Agents create a risk of violation of any Environmental Laws, Contractor shall cease such activities immediately

upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's duties and obligations to indemnify the Village shall survive the termination and/or expiration of this Agreement.

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

17. Relationship of the Parties.

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

B. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. The Village shall have no control over the charge of, nor be responsible for, the means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Project Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Project Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions of the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project Sites and all other persons who may be affected thereby.

18. Assumption of Liability. To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor and Contractor's Agents and any other person and assumes liability for all damage to property sustained by any person or

persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

19. Miscellaneous.

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

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

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

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

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

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

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

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

i. Each individual executing this Agreement personally warrants and represents that he or she is authorized to enter into this Agreement on behalf of its respective Party, and to bind said entity with respect to any transaction contemplated by or occurring under the provisions of this Agreement.

Village of Bartlett

Contractor

By: _____
Kevin Wallace,
Village President

By: _____
Name: _____
Title: _____

Attest:

Attest:

Lorna Giless, Village Clerk

Name: _____
Title: _____