

VILLAGE OF BARTLETT
BOARD AGENDA
MAY 19, 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 Minutes – April 21, 2015
*Board & Committee Minutes – May 5, 2015
- *7. **BILL LIST:** May 19, 2015
8. **TREASURER'S REPORT:** None
9. **PRESIDENT'S REPORT:**
 1. Historical Society Building Plaque Program
 2. National Public Works Week Proclamation
 3. Liquor License Renewals
10. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
11. **TOWN HALL: (Note: Three (3) minute time limit per person)**
12. **STANDING COMMITTEE REPORTS:**
 - A. **PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE**
 1. Artis Senior Living of Bartlett Final Subdivision & PUD/Site Plan – Lot 1
 2. Sanzeri's Subdivision Rezoning & Preliminary/Final Plat
 3. Rt. 59 & Stearns Road Intersection Resolution & IDOT Letter of Intent
 - B. **BUILDING COMMITTEE, CHAIRMAN HOPKINS**
No Report
 - C. **FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE**
 1. U-46 Release of School Donations Request
 2. Electricity Purchase
 - D. **LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS**
 - *1. Greiner Amplifier Permit Request
 - E. **POLICE & HEALTH COMMITTEE, CHAIRMAN CARONARO**
 - *1. 4th of July Temporary Traffic Light Agreement
 - F. **PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER**
 - *1. Public Works Staff Replacement Vehicle Purchase
 - *2. 2015 Crack Sealing Project Bids
 3. Verizon Wireless License Agreement – Oneida Avenue Water Tower
 4. DuPage River Salt Creek Workgroup Intergovernmental Agreement
 5. Cross Connection Control Agreement
13. **NEW BUSINESS:**
14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES:**
15. **ADJOURNMENT**



VILLAGE OF BARTLETT
BOARD MINUTES
April 21, 2015

1. CALL TO ORDER

President Wallace called the regular meeting of April 21, 2015 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

PRESENT: Trustees Arends, Camerer, Carbonaro, Martin, Reinke, Shipman, President Wallace were present.

ABSENT: None

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Building Director Brian Goralski, Food & Beverage Manager Paul Petersen, Chief Kent Williams, Deputy Chief Joe Leonas, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION

Senior Chaplain Mark Shipman from Blackwater River Correctional Facility 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.

Trustee Reinke asked that Item 3 under the Finance & Golf Committee, Resolutions 2015-28-R, A Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Bryan E. Mraz & Associates, P.C. and 2015-29-R, A Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C. be added to the Consent Agenda.



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Trustee Shipman moved to amend the Consent Agenda by adding Item 3 under the Finance & Golf Committee, Resolutions 2015-28-R, A Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Bryan E. Mraz & Associates, P.C. and 2015-29-R, A Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C. and that motion was seconded by Trustee Martin.

ROLL CALL VOTE TO AMEND CONSENT AGENDA

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

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

ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA

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

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

Finance Director, Jeff Martynowicz summarized the Municipal Sales Tax Report for fiscal year 2014/15 as of February, 2015 to be at \$1,804,119 and indicated that it represents a 0.96% increase over the same time period last year. He stated that the Motor Fuel Tax Allotment Report reflects revenues through March, 2015 and the year to date revenue is \$914,048 and that represents a 2.90% decrease from the same time period last year. He stated that in March of 2015, the allotment received from the state is down quite a bit because of the fund sweep that occurred last month through the Governor's budget proposal.



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9. PRESIDENT'S REPORT

President Wallace presented a Proclamation recognizing Deaflympian Derek Struwing as Bartlett's Best. He was one of the youngest players to make the roster of the American Hearing Impaired Hockey Association's U.S.A. men's team.

President Wallace presented a Proclamation recognizing Building Safety Month and proclaimed the month of May 2015 as Building Safety Month in the Village of Bartlett.

President Wallace stated that he had two Proclamations for the out-going Trustees and will move them to the end of the agenda.

President Wallace stated that Arts in Bartlett has requested a Class D Liquor License for their annual art fair held in Bartlett Park on June 27 and 28, 2015. The Class D liquor license allows for the retail sale of alcohol for a special event.

Trustee Martin moved to consent to a Class D liquor license for Arts in Bartlett and that motion was seconded by Trustee Camerer.

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

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

NAYS: None

ABSENT: None

MOTION CARRIED

President Wallace presented liquor license renewals for the following:

Class A Bartlett Hills Golf Course
Class A ext Bracht's Place
Class A Bartlett Park District – Oak Room
Class B Bartlett Park District – Apple Orchard Golf Course
Class A Hanover Township
Class A Friedman Enterprises, Inc. dba Bannerman's Sport Grill
Class C Highland Park CVS, LLC dba CVS Pharmacy #5688
Class A Pasta Mia, LTD
Class B Tasty Pizza, LLC dba Marco's Pizza
Class C Pashiv, Inc. dba Mr. Quik-Ezz Food
Class C Jala Krupa, Inc. dba Suburbia Liquor
Class A Bartlett Park District – Villa Olivia
Class I Clare Oaks Retirement Community
Class A ext Bartlett Volunteer Fire Association



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Class B	Stella's – Stearns Crossing, dba Stella's Place
Class B	Shelby's-Brewster Creek, LLC dba Shelby's
Class B	Blackhawk Restaurant Group dba Betty's Bistro
Class A	Cadillac Ranch Texas BBQ & Boot Bar, dba Cadillac Ranch/Moretti's Ranch
Class N	Cadillac Ranch Texas BBQ & Boot Bar, Inc, dba Moretti's Cadillac Ranch

President Wallace stated that if there were no objections he would reissue each of the above liquor licenses which will be renewed for the license year May 1, 2015 to April 30, 2016. There were no objections.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Camerer stated that when he went over the Bill List, he thought the staff did a great job supporting the local businesses in Bartlett. He stated that there was a new auto parts store and he didn't see any purchases on the Bill List for the new Auto Zone and he hoped they would start giving them the business.

Administrator Salmons stated that it was a good point and she would see that they do that.

Trustee Martin noticed that there were two scouts in the audience and asked them to come to the podium and announce what badge they were trying to acquire.

Two young men, Gavin and Jasper from Troop 26 stated that they were there for their Citizenship in the Community merit badges.

11. TOWN HALL

Ray Deyne, 511 Morse Avenue

Mr. Deyne stated that he wanted to address Trustees Martin and Shipman and he personally thanked them for their service. He stated that they should be proud of their service and the Village of Bartlett appreciated their efforts and the passion exhibited. He stated that during their tenure, they faithfully served this community with competence and integrity and their devotion and enthusiasm has been evident and he believed that the Village of Bartlett was a better place today. He hoped and prayed that the new Trustees will continue to follow this example, they have set, and achieve the goals of continuing to make Bartlett better. He again thanked them for their service and asked them to remember "Progress with Pride".

John McGuire, 343 Sundance

Mr. McGuire stated that he wanted to thank Trustees Shipman and Martin. He stated that they have shown the service, courage and dedication necessary to have a successful Board to the residents of Bartlett. He stated that they are both leaving as role models for



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the new Trustees. He stated that both Ray Deyne and Adam Hopkins will find two real good role models who showed them what it's like. He stated that getting elected was easy and the real job now starts.

Samantha Parker, 569 Ivory

Ms. Parker stated that she was there for two reasons. The first is to thank Paula and the Village for moving on with the Spaulding Road quiet zone for the trains. She stated that their community really appreciates this. She understood that trains were a huge source of income for a lot of people but the noise is overbearing and she appreciated all the time put into helping this project along.

She also asked on behalf of her neighbors on Rose Lane and stated that it is a long street and people tend to speed down it. She stated that the speed trailers have been out there but where Topaz comes into Rose, they are in need of a Stop sign. She stated that they cannot let small children outside because of the speeding traffic. She asked the Board to consider a stop sign at Topaz and maybe at Ivory and Rose also.

President Wallace asked if the Chief knew where she was talking about.

Chief Williams stated that they will research that area.

Gary Plice, 128 S. Hickory

Mr. Plice thanked Public Works for attending to the flooding in the streets recently. He also talked about the municipal electricity tax. He pointed out that there is an electric as well as a gas utility tax. He researched 35 months of his bills and stated that his electric taxes over that time period equated to \$43.58 or \$1.25/month. During that same 35 months, they paid \$262.69 or \$7.51/month in gas taxes. He stated that the gas tax is really the one that hurts and he would love to see some consideration to help with that tax.

Pat Kelly, 1009 Bentley

Ms. Kelly thanked Trustees Shipman and Martin for all their dedication to the community of Bartlett. She stated that she had the honor of being on the Board with them for a short time so she saw first-hand, how much time and effort they put into the community. As a long time Village resident she was very happy to have them both on the Board doing whatever it took to keep the community going forward. She thanked them both.

12. STANDING COMMITTEE REPORTS

A. PLANNING & ZONING COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that there are three items under the Planning & Zoning Committee, the first of which is a rear yard variation at 845 Marina Terrace West. The Petitioners, Thomas Perkins, Jr. and Amy Cawley, are requesting a 10 foot variation from



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the required 45 foot rear yard in order to build a one story, three season sun room in the location of an existing wood deck. The proposed sunroom location would allow the existing gable roof to be extended over the sun room. After the proposed addition, the impervious surface ratio would be 38%, which complies with the 40% maximum impervious surface ratio for a lot of this size. A public hearing was held on the variation petition on April 2nd and the Zoning Board of Appeals recommended approval. This matter was before the Committee of the Whole on May 6th and was sent on to the Village Board for a final vote.

Trustee Camerer moved to approve Ordinance 2015-24, An Ordinance Granting a Rear Yard Variance for 845 Marina Terrace West as presented, and that motion was seconded by Trustee Reinke.

ROLL CALL VOTE TO APPROVE REAR YARD VARIANCE FOR 845 MARINA TERRACE WEST

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

Trustee Camerer stated that the next item under Planning & Zoning Committee is the Petition of Kimberly Polly for a 5 foot variation from the required 70 foot rear yard to construct a 16 foot x 17-1/2 foot open sided attached canopy on the rear of the house located at 966 Pimlico Lane. Including the proposed canopy, the impervious surface ratio would be 21%, which complies with the 30% maximum for a lot of this size. A public hearing on the variation petition was held on April 2nd and the Zoning Board of Appeals recommended approval.

Trustee Camerer moved to approve Ordinance 2015-25, An Ordinance Granting a Rear Yard Variance for 966 Pimlico Lane as presented, and that motion was seconded by Trustee Carbonaro.

ROLL CALL VOTE TO APPROVE REAR YARD VARIANCE FOR 966 PIMLICO LANE

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

Trustee Camerer stated that Ordinance 2015-32 for Seasons Produce was covered and approved under the Consent Agenda.



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B. BUILDING COMMITTEE, CHAIRMAN MARTIN

Trustee Martin stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN REINKE

Trustee Reinke presented Resolution 2015-26-R, A Resolution Adopting the Village of Bartlett Budget for Fiscal Year 2015-2016 in the amount of \$61,842,880.

Administrator Salmons stated that after the budget reviews held on March 3rd, 17th, and April 7th, the final budget as proposed is \$61,842,880 and they are recommending along with the Public Hearing that was held on March 17, that the Board approve this.

Trustee Reinke stated that he asked a couple of questions at previous meetings and was looking for a little bit more information on a couple of items.

Administrator Salmons stated that relative to the Northwest Conference and the DuPage Mayors and Managers, they are still putting together that information. She stated that they do have money in the budget but certainly when they get that in a few weeks, if the Board wants to change anything in terms of dropping out, they still have the opportunity to do that. She stated that the other question was regarding the attorney that does the zoning, tows and expanded projects. She stated that there was no change in the hourly rate of \$150 per hour.

Trustee Reinke stated that there was another question regarding the Lobbyist.

Administrator Salmons stated that they have called him and asked him to attend a future Board meeting.

Trustee Reinke stated that he received an e-mail from the lobbyist and was unimpressed with that. He felt that \$22,000 per year for DuPage Mayors and Managers and the Northwest Municipal League was essentially the same product. He had concerns about that.

Administrator Salmons stated that they call him on a regular basis with lobbying issues. They will track these issues in the future.

Trustee Reinke stated that it would be a good thing to have in the context of the budget.

Trustee Arends stated that if it was okay with the Trustees it should be dropped for right now. She asked if any of the Trustees had an objection to the membership.

Trustee Shipman asked if she was talking about the membership or the lobbyist.

Trustee Arends asked if there were any Trustees that objected to the membership.



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Trustee Reinke stated that they do not have the information to fully analyze that and it is not the first time he's asked. He asked what her statement was in regards to the lobbyist.

Trustee Arends stated that it was reduced from \$70,000 per year and she was happy with what they are paying him to keep his unbiased eyes and ears open for the Village of Bartlett. She stated that they have State Representatives (Senate and House) but they have a lot of people to think about and she likes to think that the lobbyist is there just for the Village.

Trustee Reinke asked if he gives her a lot of information.

Trustee Arends stated "yes". She asked Trustee Reinke if he reads it in his Board packet.

Trustee Reinke stated that he reads it all the time.

Trustee Arends stated that it is helpful information.

President Wallace stated that he thought it was good to bring up this matter since it is being voted on shortly.

Trustee Reinke stated that he has brought it up previously but it was never fully addressed.

Trustee Arends stated that it wasn't addressed to his satisfaction – correct.

Trustee Martin stated that in the past, the lobbyist has saved them a lot of money and asked staff to reiterate 2-3 things that he has done in the past three years.

Administrator Salmons stated that the most recent thing is relative to the potential cuts to the revenue stream. There is a list every year from the conferences about proposals and they identify the ones that will impact the Village and ask him to lobby.

Trustee Shipman stated that he can summarize by saying that the amount of money spent on this lobbyist just doesn't feel like the Village is getting enough back. He recognized that they get some information that comes through staff as e-mails and time to time there have been some things such as programs, etc. He stated that it is a horrible communication breakdown and he doesn't want to blame staff on that. If he is doing this work over the last four years, he has not seen it. He questioned whether they really need a lobbyist.

Trustee Martin asked if there was a group in Springfield like a "lobbyist on call".



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Administrator Salmons stated that they can look into this. She stated that they make a good point and she felt that if they called him on a case by case basis, he would represent the Village in the future. She stated that the lobbyist has cut his monthly rate twice for the Village. The reason they started with a lobbyist was when they were working on the school issue and he was used a lot. She stated that she recommended a few years ago that this be cut because the needs changed drastically and as Trustee Reinke has said, there are a lot of other organizations doing the same things. The Board, at the time, felt that it was critical to have someone to call upon to lobby for the Village. She stated that they all work on set fees.

Trustee Martin asked how she would feel about cutting the lobbyist.

Administrator Salmons stated that she did not know the answer to that.

Trustee Reinke stated that he understood that there was a 2% salary increase as part of the budget.

Administrator Salmons stated that it is for non-union only.

Trustee Shipman moved to approve Resolution 2015-26-R, A Resolution Adopting the Village of Bartlett Budget for Fiscal Year 2015-2016 in the amount of \$61,842,880 and that motion was seconded by Trustee Martin.

ROLL CALL TO APPROVE RESOLUTION 2015-26-R, ADOPTING THE BUDGET FOR FISCAL YEAR 2015-16

AYES: Trustees Arends, Camerer, Martin, Shipman, President Wallace

NAYS: Trustee Carbonaro, Reinke

ABSENT: None

MOTION CARRIED

Trustee Reinke presented Ordinance 2015-27, An Ordinance Amending Title 14, Chapter 2, Section 14-2-3, of the Bartlett Municipal Code to Lower the Municipal Electricity Use Tax.

Finance Director Jeff Martynowicz stated that over the course of last month, in conjunction with the budget hearings, the Village Board has discussed the possibility of reducing the municipal electric utility tax. During the discussions of the budget, they determined that there were \$314,000 worth of cuts that were eliminated as part of the budget process. He stated that the ordinance before them is to reduce the electric utility tax by \$300,000. He referred to chapter 2, item 14-2-3, and stated that they have taken all the rates (dictated by State statute) and reduced those rates by kilowatt hour tiers by 50%. They determined that this reduction will reduce the electric utility tax by \$300,000.



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Trustee Reinke moved to approve Ordinance 2015-27, An Ordinance Amending Title 14, Chapter 2, Section 14-2-3, of the Bartlett Municipal Code to Lower the Municipal Electricity Use Tax and that motion was seconded by Trustee Martin.

Trustee Reinke echoed Mr. Plice's comments that he would like to see them go further on this but he does recognize that there is pressure in Springfield and they have to be careful about cutting revenues at this time. He stated that he is going to vote for this and hopes that they will do more next year.

President Wallace stated that he felt that they dug pretty deep into this budget and he thought it was an excellent move to get them started.

Trustee Camerer stated that it was a rare opportunity to give back to the public and he was glad to be involved in it.

Trustee Carbonaro stated that he would like to vote "yes" to this but it was just not enough. He stated that he has asked specifically for the gas utility tax to be reduced since it is the bigger portion. He stated that he didn't want to vote for it but if he does not than it may not pass and the taxpayers will end up with nothing. He stated that they had a \$500,000 to \$700,000 deficit to the budget three years ago and they passed a \$1.6 million dollar utility tax. That is a \$900,000 per year slush fund, not just for one year but it has been three years. He felt that \$2.7 million dollars was enough and they should give the taxpayers half the gas tax back since it is the bigger portion.

Trustee Martin stated that he thought this was a good "small" step. He encouraged the Board to figure out how to make another "small" step next year.

ROLL CALL TO APPROVE ORDINANCE 2015-27, AMENDING THE MUNICIPAL CODE TO LOWER THE ELECTRICITY TAX

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

NAYS: None

ABSENT: None

MOTION CARRIED

Trustee Reinke stated that Resolution 2015-28-R, A Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Bryan E. Mraz & Associates, P.C and Resolution 2015-29-R, A Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.. and Ordinance 2015-33 IRB Volume Cap was covered and approved under the Consent Agenda.



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D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that the Bartlett Park District Apple Blossom Run Permit Request was covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SHIPMAN

Trustee Shipman presented Ordinance 2015-30, An Ordinance Authorizing the Sale of Personal Property Owned by the Village of Bartlett on eBay.

Chief Williams stated that they have been putting the used vehicles on an eBay auctions for several years. They have found that they tend to sell for more money and he recommended that they continue with this process.

Trustee Shipman moved to approve Ordinance 2015-30, An Ordinance Authorizing the Sale of Personal Property Owned by the Village of Bartlett on eBay and that motion was seconded by Trustee Carbonaro.

ROLL CALL TO APPROVE ORDINANCE 2015-30 AUTHORIZING THE SALE OF PROPERTY ON EBAY

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

NAYS: None

ABSENT: None

MOTION CARRIED

F. PUBLIC WORKS COMMITTEE, CHAIRMAN ARENDS

Trustee Arends presented Resolution 2015-31-R, A Resolution Approving the Agreement Between the Village of Bartlett and Koncrete Construction Inc. for the 2015 Concrete Replacement Program

Trustee Arends moved to approve Resolution 2015-31-R, A Resolution Approving the Agreement Between the Village of Bartlett and Koncrete Construction Inc. for the 2015 Concrete Replacement Program and that motion was seconded by Trustee Camerer.

ROLL CALL TO APPROVE RESOLUTION 2015-31-R, APPROVING THE AGREEMENT WITH CONCRETE CONSTRUCTION

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

NAYS: None

ABSENT: None

MOTION CARRIED

Trustee Arends presented the request for purchase of 3,000 tons of salt for next year with Morton Salt.



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Public Works Director Dan Dinges stated that they found out today from DuPage County that IDOT is going to allow the Village to use MFT funds for this so the only change will be the use of MFT funds instead of the General Fund.

Trustee Arends commended the Public Works department for the clean streets.

Trustee Arends moved that the Village of Board award the purchase of bulk road salt for a total delivered price of \$105,660 to Morton Salt, Inc. and that motion was seconded by Trustee Shipman.

Trustee Camerer stated that they had 2,600 tons of salt left over from last year and asked how much salt they purchase every year.

Public Works Director Dinges stated that this year they purchased 3,600 tons and reminded him that they used quite a bit of salt in the previous winter so they had to stock up.

Trustee Camerer stated that they start out with 2,600 tons and are buying 3,600 tons and thought it was a substantial stock pile and do they need that much.

Trustee Martin stated "yes". In the past, if they run out, than it is a lot more expensive.

Public Works Director Dinges stated that this current contract is for 1,500 tons and they will have the opportunity to get more or less as the season progresses. He stated that the salt does not go bad and can be stored into the next year.

Trustee Martin stated that salt was a hot commodity a couple years ago and everyone ran out. They were forced to mix salt with sand and did not want to be in that position again, plus the cost was increased significantly.

ROLL CALL TO APPROVE PURCHASE OF ROAD SALT TO MORTON SALT INC. IN THE AMOUNT OF \$105,660

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

13. NEW BUSINESS

President Wallace presented a Proclamation Thanking Gregory Martin for his Service to the Village of Bartlett.



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President Wallace presented a Proclamation Thanking Eric Shipman for his Service to the Village of Bartlett.

President Wallace stated that there will be an Executive Session for deliberations regarding salary schedules for one of more classes of employees, pursuant to Section 2(c)2 of the Open Meetings Act directly following the Committee of Whole meeting this evening.

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

15. ADJOURNMENT

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 8:10 p.m.

Lorna Gilles
Village Clerk

LG/



VILLAGE OF BARTLETT
BOARD MINUTES
May 5, 2015

1. SWEARING IN OF ELECTED OFFICIALS

Village Attorney/Notary Public, Bryan Mraz, swore in the three newly elected Village Trustees: T.L. Arends, Raymond H. Deyne, Adam J. Hopkins.

2. CALL TO ORDER

President Wallace called the regular meeting of May 5, 2014 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:03 p.m. in the Council Chambers.

3. ROLL CALL

PRESENT: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke, President Wallace were present.

ABSENT: None

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Deputy Chief Joe Leonas, Deputy Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

4. INVOCATION – Pastor Victor Aghadi from United Pentecostal Church did the invocation.

5. PLEDGE OF ALLEGIANCE

6. 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.

Trustee Hopkins asked that the Minutes be removed from the Consent Agenda.

Trustee Reinke asked that Item 1 under the Planning & Zoning Committee, Ordinance 2015-34, Iglesia Bautista Betel Site Plan Amendment be added to the Consent Agenda.



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May 5, 2015

Trustee Arends asked that Item 1 under the Public Works Committee, Resolution 2015-36-R, Bartlett Park District Easement Agreement-Storm Sewer Improvements be added to the Consent Agenda.

Trustee Camerer moved to amend the Consent Agenda by removing Item 7, Minutes and adding Item 1 under the Planning & Zoning Committee, Ordinance 2015-34, Iglesia Bautista Betel Site Plan Amendment and adding Item 1 under the Public Works Committee, Resolution 2015-36-R, Bartlett Park District Easement Agreement-Storm Sewer Improvements, and that motion was seconded by Trustee Arends.

ROLL CALL VOTE TO AMEND THE CONSENT AGENDA

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

Trustee Carbonaro moved to approve the amended Consent Agenda and all items contained therein, and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA

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

7. MINUTES

Trustee Arends moved to approve the Committee Minutes from April 21, 2015 and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA

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

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

9. TREASURER'S REPORT - None



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10. PRESIDENT'S REPORT

President Wallace presented liquor license renewals for the following:

Class C	Highland Park CVS, LLC dba CVS Pharmacy
Class A	Tipsi Monkey, Inc.
Class F	O'Hare & Vance Enterprises, Inc. dba The O'Hare Pub & Restaurant
Class A	T&L Evergreen LLC dba TL's Four Seasons
Class C ext	RN McRain, Inc. dba 7-Eleven
Class C ext	Shree Khodiyar Group, Inc. dba 7-Eleven
Class C	American Drug Stores, LLC dba Osco Drug
Class B	Smokin' Pit BBQ, Inc.
Class A	McCaffrey, Ind. dba McMae's Tavern & Grill
Class F	Tap Room Hospitality, LLC dba The Still Bar & Grill
Class H	Bond Drug Company, LLC dba Walgreens
Class F	Eng's Son & Son, Inc. dba Silver Lake Restaurant
Class L	Artiami, Inc. dba Town Liquor & Food
Class A	Downtown Bartlett, Inc. dba Papa Pacino's

President Wallace stated that if there were no objections he would reissue each of the above liquor licenses which will be renewed for the license year May 1, 2015 to April 30, 2016. There were no objections.

President Wallace read a Proclamation for "National Police Week" and proclaimed May 10 – May 15, 2015 as National Police Week.

President Wallace read a Proclamation Recognizing "Bike Month" and proclaimed the month of May as Bike Month.

President Wallace read a Proclamation for "Motorcycle Awareness Month" and proclaimed the month of May as Motorcycle Awareness Month.

11. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

12. TOWN HALL

Terry Witt, 471 S. Western Avenue

Mr. Witt stated that he was the Director of Advocacy over at Spin Doctor Cycle Works and talked about a calendar of bicycling events that he put together for May and June.

13. STANDING COMMITTEE REPORTS



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A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Ordinance 2015-34, An Ordinance Approving a Site Plan Amendment to Expand an Existing Parking Lot for the Iglesia Bautista Betel Church was covered and approved under the Consent Agenda.

Trustee Reinke presented Resolution 2015-35-R, RTA Technical Assistance Intergovernmental Grant Agreement.

Community Development Director Plonczynski stated that this was the follow up to the original commitment made in December to authorize the application for the execution of the Technical Assistance Program to the RTA. The Village applied for and received a Regional Transportation Authority Technical Assistance grant to prepare a Downtown Transportation Oriented Development Plan. The Village Board adopted Resolution 2014-99-R in December for RTA funding of \$100,000 for the development of a Transportation Oriented Development Plan with the Village's matching share of \$25,000 and any costs above \$125,000. At that time staff advised that it would be coming back with an Intergovernmental Agreement with the RTA in the spring.

Trustee Reinke wanted to clarify that the Village share is limited to \$25,000. He stated that the first monies spent on this study will come from the RTA and not the Village.

Community Development Director Plonczynski stated that they will probably invoice the Village periodically but it will generally be that way.

Trustee Reinke asked what happens if there is no State funding.

Community Development Director Plonczynski stated that this was already approved in the RTA's budget. He stated that when they did the Ordinance in December it was for the eight towns that wanted to pursue the grant.

Trustee Hopkins asked when the study will be complete.

Community Development Director Plonczynski stated that it will be a 10-12 month timeframe based on the consultants that they reviewed. He stated that there will be a public input session, apps, and information on the website. They will have a steering committee that will guide the study.

Trustee Reinke asked who will be on the steering committee.

Community Development Director Plonczynski stated that they have not formed that yet. They recommend elected officials, commissioners, citizens, business owners and some of the RTA people.



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Trustee Reinke stated that this will be an opportunity for the public to provide input.

Trustee Reinke moved to approve Resolution 2015-35-R, A Resolution Authorizing an Intergovernmental Agreement Between the Regional Transportation Authority and the Village of Bartlett to Develop a Downtown Transit-Oriented Development Plan as presented and that motion was seconded by Trustee Camerer.

President Wallace asked if they expected to receive detailed plans or a generalization of what most people along a train line might do in.

Community Development Director Plonczynski stated that the end product will be a planning document that will guide the growth of the downtown for the next 10-15 years. They will also use social media, public outreach, specific design plans for redevelopment as well as opportunities for new development in the downtown. He stated that all the towns that have taken this task on have pretty detailed information that comes from it.

President Wallace asked if the people doing this study would be available for public input.

Community Development Director Plonczynski stated that throughout the process there is public review and also an inventory of the downtown land use and go on past experiences with other towns. He stated that they are all top notch planning firms in the Chicago area.

ROLL CALL TO APPROVE RESOLUTION 2015-35-R AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE RTA AND THE VILLAGE OF BARTLETT

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

NAYS: None

ABSENT: None

MOTION CARRIED

B. BUILDING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that there was no report. He stated that Bartlett Hills was in great shape and hoped to see everyone golfing.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS

Trustee Arends stated that the Memorial Day Open Burn Permit Request, Hanover Township Senior Center Amplifier Permit Request, and the Poplar Creek Church Amplifier Permit Request were covered and approved under the Consent Agenda.



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She invited everyone to the Memorial Day Walk on May 25th and invited all families to join.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO
Trustee Carbonaro stated that there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER
Trustee Camerer stated that Resolution 2015-36-R, A Resolution Approving the Temporary Construction and Permanent Storm Sewer Easement Agreement Between the Bartlett Park District and the Village of Bartlett was covered and approved under the Consent Agenda.

14. NEW BUSINESS

Trustee Carbonaro stated that he wanted to re-evaluate the Board's decision on the utility gas tax. He stated that at the last meeting a resident asked them to look at this tax. He stated that the Board approved a reduction in the electric utility tax and he would like to re-evaluate at the next meeting and decide on a different fund.

Trustee Arends stated that she appreciated where he was coming from but they already passed the budget. She asked if it would be more appropriate to discuss at levy time.

Administrator Salmons stated that they could discuss this at any point in time. She stated that the implementation of this is something to look at towards the levy but the ability to discuss it should be whenever the Board desires.

Trustee Arends stated that he is obviously not happy with what was done but if they keeping grinding away they will never get anything done. If this was something that could wait until the tax levy time, which is the only time they could really change it, then let's do that.

Trustee Carbonaro stated that from a resident's perspective, he brought up a suggestion.

Trustee Arends stated that she was talking about a legal perspective.

Trustee Carbonaro stated that it was one fund or another.

Trustee Arends stated that they can't change what they send to the county mid-year.

Trustee Carbonaro asked if it was sent yet.

Finance Director Martynowicz stated "yes".



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Attorney Mraz stated that the ordinance reducing the electric utility tax had to be filed right away with ComEd because they had to get it in place as soon as possible to implement and calculate the reduction for the June electric the bills. He stated that the reduction in the electric utility tax has been passed by the Board and sent to ComEd.

Trustee Reinke stated that since they already crossed that bridge, he asked Trustee Carbonaro if it were his intent to look at this towards the next budget cycle. Since they are already locked in with the electric tax then maybe they start gearing up for the gas tax and they can start those early discussions at the Committee level.

Trustee Carbonaro stated that it would be an option.

Trustee Deyne stated that this seems most appropriate and maybe by that time they will have an opportunity to see what Springfield is doing.

15. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

President Wallace stated that the Poplar Creek Church is having an event and it is free to the community. They are having two secular bands and two Christian bands and it will be a big event that he hoped residents would attend.

16. ADJOURNMENT

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:30 p.m.

Lorna Gilless
Village Clerk

LG/

VILLAGE OF BARTLETT
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President Wallace called the Committee of the Whole meeting to order at 7:31 p.m.

Present: Trustee Arends, Camerer, Carbonaro, Deyne, Hopkins, and Reinke,

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, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Building Director Brian Goralski, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Deputy Chief Patrick Ullrich, Deputy Chief Joe Leonas, Head Golf Professional Phil Lenz, and Attorney Bryan Mraz

PLANNING & ZONING COMMITTEE

Artis Senior Living of Bartlett, Final Subdivision & PUD/Site Plan – Lot 1

Chairman Reinke asked Community Development Director Jim Plonczynski to review the agenda item.

J. Plonczynski explained that this project has been in front of the Committee of the Whole in the past. Artis Senior Living is located on the east side of Rt. 59, south of Apple Valley Drive. It is a three-lot subdivision and the petitioner is asking for the final subdivision plat and to approve the site plan/PUD plan for the Artis Senior Living facility which will be on Lot 1. The project has gone through the preliminary approval, granted in 2014. It is a 74-unit senior facility with 38 parking spaces. (Site plan on exhibit) The Plan Commission recommended approval, subject to the conditions and findings of fact. A number of conditions are the engineering approval, landscaping approval, the right-in/right-out approval by IDOT, which is the ingress and egress to the site, list of permitted uses for Lot 2, bike path instead of a sidewalk, aluminum fence around the property on Lots 2 and 3, and signage which is reviewed separately. It is before the Committee prior to going on to the Village Board for a final vote.

Chairman Reinke asked for thoughts, comments, or concerns from the Board.

President Wallace asked why the location just to the north is so adamant about not granting access.

J. Plonczynski responded that we have tried and they have never really expressed an interest in doing anything. A prior developer, a number of years ago, got to "first base" with them, but he was going to pay for the entire access, redo the parking lot, as well as landscape the building that is to the north. It has changed in ownership and Artis has tried and they are not interested.

President Wallace stated that in reading some of the comments from the Plan Commission, he agrees that it is unfortunate that emergency vehicles have such a hard time getting in and out of there. There are comments that are pretty valid relative to getting out of there at the right-in/right-out only. However, as mentioned in some of the discussions, if it is a big enough emergency, they would just go over the grass.

Trustee Camerer asked if Artis would be open to more senior living facilities in that particular area.

J. Plonczynski explained that Mr. Hicks was directed to the site when he was interested and there are other sites in the Village. We have also directed other potential users to his property for Lot 2.

J. Hicks added that they are open minded about the uses but it would have to be something compatible with Artis, compatible with the neighbors and something that is approvable from a traffic and other standpoints. Theoretically, a senior-related use behind the facility would be welcome, but obviously subject to its ability to satisfy the very stringent performance criteria. He stated that he has received calls about the other lot, but wanted to get the Artis project approved first. At some point, someone will come in, in the context of the Village's code, asking for something approvable on the lot.

Trustee Camerer stated that the right-in/right-out has been a topic of discussion all along. He asked Mr. Hicks if he feels that is going to be an issue.

J. Hicks responded that it will not be an issue at all. Artis took a very careful look at that and it comes down to the fact that the residents of Artis don't drive. The trip generation is so small for the use. If you look at senior related uses, at one end of the density spectrum you have group homes of 8 to 10 residents; you've got life care communities with hundreds of residents and the ability to age in place. Artis specializes in a niche and our unit count is on the low end of that and our residents don't drive. No one has less interest in having any sort of traffic or transportation failure than we do.

Trustee Camerer stated that he comes in contact with many people who have a memory disorder and is pleased that Artis Senior Living is coming to Bartlett.

President Wallace added that seeing the end result with the right-in/right-out only, a senior living facility business is about the only type of a business that would be appropriate if that is the only access in and out.

J. Hicks stated that having worked in municipal planning and worked on both sides of it, Artis is well suited for the property. It's a property that begs to be developed, but given some planning missteps that predate everyone in the room, this is an opportunity to get past that to everyone's benefit.

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

Sanzeri's Subdivision Rezoning & Preliminary/Final Plat

Chairman Reinke asked Community Development Director Jim Plonczynski to review the agenda item.

J. Plonczynski explained that the item is a pretty straight forward two-lot subdivision that the Committee has seen prior to it going on to the Plan Commission for the public hearing on the rezoning from ER-1 to SR-2. It is a two-lot subdivision with one lot being 17,325 square feet and the other lot being 10,844 square feet. The minimum lot size is the lot size that it will be rezoned to. The Plan Commission recommended approval of the subdivision and the rezoning at their April 9th meeting. The petitioner plans on building a home on one lot and selling the other lot.

Trustee Camerer stated that the subdivision of the two lots was intentional. The petitioners set the parameters.

J. Plonczynski explained that the petitioners wanted to build a home on the bigger lot, so that set the parameter for the size of the home.

Trustee Camerer asked if the size of that lot was already determined or did the petitioners decide the size of the lot.

J. Plonczynski responded that it was based on their engineering design and the type of home they would like at that location.

Trustee Camerer asked if it likely that a smaller lot at that location will sell or will it just be a piece of vacant property for years.

J. Plonczynski responded that the lots that are there are pretty similar in size to what is behind it. Generally, the trend and character of the area is a pretty good size lot. He stated that he does not think the second lot will sit vacant for a long period of time.

President Wallace asked if there is a vacant house on the property.

J. Plonczynski responded that there are three buildings currently on the property; one was an old rental and there are two barns or sheds.

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

Rt. 59/Stearns Road Improvements

Chairman Reinke stated that the Village staff is looking for the Board to come to a consensus so that a resolution can be drafted, approved, and forwarded to IDOT and DuPage County.

Administrator Salmons stated that staff will review the last plans and try to answer any remaining issues relative to car counts and costs of signals. The Village's Traffic Engineer

Brent Coulter is present to help answer any questions. Staff is hoping the improvements plan can be finalized and forwarded to the Board with a letter of intent from IDOT.

J. Plonczynski stated he will put up the exhibit of the original design plan for the east leg of the intersection that IDOT sent to the Village. It includes dual left turn lanes and a barrier median across Stearns Road so there will be no access in or out to the Brewster Creek shopping center. Subsequent to that plan, there was input from the shopping center owner asking for the Village to speak out on their behalf to change the design for the east leg of the intersection. Subsequent to that discussion, there was a letter sent by the Mayor to IDOT asking for that. They tried to accommodate us and this was the first revision, reviewed back in March (referring to exhibit). This design is what IDOT and DuDOT came back with. It was a dedicated left turn lane that allowed access into the shopping center, into the daycare, and there was no barrier median and it reduced the dual lefts to only one southbound left turn lane. The design had to remain the same width in order to keep the geometry with the western side of Rt. 59. This design was supported by the shopping center owner and the commercial entities that exist at the northeast corner. It was not supported fully by everyone or the Village Police Chief and the traffic consultant raised concerns about the safety of crossing over all the lanes of traffic and queueing up and blocking the left turn lane, along with a number of other items. Subsequent to that, we came to a compromise design. The Village's traffic engineer, Public Works Director, and Village Engineer went back to IDOT and DuDOT and asked for a design that would be business friendly as well as be safer. That design is what was reviewed at the last meeting (referring to exhibit). It has a shorter in length barrier median from Rt. 59 to about the shopping center entrance. It does not have a left turn into the center, but it does preserve the left turn lane into the daycare center further to the east and also a left turn into Braintree. It allows for a left out of the shopping center eastbound during non-peak morning and evening hours. There is a two hour window in the morning and a two hour window in the afternoon. You cannot turn left during the peak times but you can during the non-peak hours. DuPage also wanted to see the pork chop at the shopping center design change and the radius change to make it a little harder to get in and out, but you can only come in right and leave left. This compromise was reviewed at the Board's last meeting. Additionally, we have to pass an ordinance prohibiting that left turn during peak hours. The shopping center owner and some of the commercial entities did not like the design. In the packet is a list of cost estimates for two alternatives requested by the Board; for the Rt. 59 traffic signal and subsequent changes to Norwood Lane if we choose to pursue the traffic signal as a separate project with IDOT. IDOT and DuDOT are requesting that the Village provide input on a preferred alternative design for the east leg of Stearns Road and sign the Letter of Intent dated January 23, 2015 prior to IDOT entering into the Phase III Engineering stage and finalizing the intersection improvement plans. In the Letter of Intent, the Village had asked for some other amenities for the intersection improvements – one is for emergency vehicle preemption devices which will cost the Village \$6,900; there is a sidewalk added to it for \$18,918, and a shared use path for \$16,905 to make our share \$42,723.

Chairman Reinke asked for any questions or comments.

Trustee Carbonaro asked the purpose of the crosswalk.

J. Plonczynski explained that the crosswalk is in the estimate for Norwood Lane.

Trustee Carbonaro asked if that is a requirement from IDOT.

J. Plonczynski responded that it is just an alternate. The consulting engineers decided to add that since there's some residents and businesses that people might want to walk to.

D. Dinges explained that it was put in as an option if IDOT were to require it or if the Village wanted the crosswalk. It would be something that if we were directed to move forward with the signal at Norwood, we would have to see if we wanted to go in that direction.

Trustee Camerer clarified that Norwood Lane and Stearns/Rt. 59 are two separate things. So the Board is making decisions with the intent of designating the preferred intersection for Stearns/Rt. 59.

Chairman Reinke asked if it would help if a straw poll was taken.

Trustee Deyne responded that is a good idea. He stated that he likes the staff's design on the intersection at Rt. 59 and Stearns, however, believes firmly that a traffic light at Norwood is needed, because there will be too much traffic going into the residential area. The Norwood intersection currently is really not safe. It's very difficult to turn left and go south on Rt. 59 from Norwood Lane. He questioned the cost of the signal at Norwood.

J. Plonczynski explained that the traffic signal at Norwood also includes Norwood improvements. Alternate 1 is \$620,000 and Alternate 2 is \$870,000.

Trustee Deyne questioned the \$42,000 estimate.

J. Plonczynski explained that estimate is for the Stearns Road preemption for the emergency vehicles.

Trustee Deyne clarified that the cost to put a traffic light at Norwood Lane is approximately \$600,000.

J. Plonczynski responded yes and that would be a separate project from the Rt. 59 project. IDOT has already said they will not include the Norwood light as part of the Rt. 59/Stearns intersection.

Chairman Reinke stated that is what seems to be confusing the conversation. In terms of structure, he suggested a straw poll over the design of Rt. 59/Stearns and then discuss the intersection of Norwood Lane and Rt. 59. He stated that he prefers the original design; the left hand turn lanes into the shopping center and daycare center are ill-advised. It's dangerous to turn across so many lanes of traffic. It's important to preserve the left hand turn lane, westbound on Stearns, and ultimately direct you southbound on Rt. 59. He stated that it is perfectly acceptable to enter onto the mall property from the access way that is just north of the Walgreens. The mall owner's concern about the back end of Walgreens not being the prettiest is understandable, but thousands of people see the

back end of Walgreens anyway. It's there; it is what it is. It then becomes problematic that perhaps we are dumping traffic onto Braintree Lane. He stated that he is firmly in favor of the original IDOT plan; it's the safest one. There will still be access to the shopping center; it's not going to live or die. He stated that he goes to the Walgreens and uses the back entrance because it's safer. He added that he will not be making the left hand turn off of Stearns under any circumstances. In terms of clarity, we have the original design, the revised design, and then the 2nd revised design with the striping. He suggested that the different designs be numbered in the future for easier review.

President Wallace stated that one of the things that is predicated in the discussion is the potential for traffic to back up in a left hand turn lane going westbound on Stearns and taking a left turn onto Rt. 59. He stated that he looked at the traffic study numbers during peak hours. You can fit 7 cars in between Rt. 59 and the entrance to the mall. If you look at the traffic count, at any given time, there is not more than 6 cars stacked up there. If you have two lanes there, it is unnecessary. He stated that he has a tendency to favor the businesses in these situations. It's very tough to get in and out of malls and it is important for that extra 15 people to feel like they can get in and get out as quickly as they need to every week. That may not be a lot of people, but that could be the difference between surviving sometimes. We had the traffic engineer tell us that this proposal that is up here right now (referring to exhibit) is safer than the intersection is right now. When the engineer says that this proposal that's up here now, approved by DuPage traffic, that says that this is the plan that is both business-friendly and a safer alternative to what is there now.

Chairman Reinke clarified that President Wallace is in favor of the first revised plan.

Trustee Arends stated that she agrees with President Wallace. She stated that she has never come out of Braintree and seen the need for two left turn lanes. It's hard to imagine that we should have that plan. She stated that she is in favor of the plan with one left turn lane.

Trustee Camerer stated that if the latest plan maintains the two left turn lanes, yet allows access into the childcare facility by making a U-turn, he would be in favor of that because it is a good compromise. With some patience, drivers can make a left hand turn into the shopping center and do the U-turn. It's fair to have the four lanes. He stated that he is in favor of the 2nd revised design.

Trustee Carbonaro stated that he hasn't changed his mind from all of the discussions. The original plan is not to be looked at whether it is business-friendly; it should be looked at if it is death-friendly. He stated that there are 200 children at the daycare centers that have parents picking them up on a daily basis. They all go down Norwood and they all go down Braintree. Why? Because they can't pull out left to go east on Stearns. The two busses that take the children from the daycare centers to the school that are east of the daycare centers go down Norwood to Braintree to turn left to go east on Stearns. Whether we put a left in or left out here, no one is going to use it because they can't get out. He stated that in rush hour traffic, most people don't have much patience. We have the possibility of having seven people back up to turn left to go into the egress. What happens to driver number eight and driver number nine? They get killed on Rt. 59. Left-

in, left-out – no. It's got to go. It's been a mess for 24 years. If the original plan wasn't a safe design, IDOT would not have given it to us in the first place. The only reason they changed it is because the Village asked them to. He stated that he is in favor of the original design because it is the safest and it is business and child friendly.

Trustee Hopkins stated that he is in favor of the original design. It's the safest for all the aforementioned reasons.

Trustee Deyne stated that he has worked with staff for a good number of years and has put a lot of confidence in them and the village engineers. He stated that based on the confidence that he has in staff, he would be in favor of the 2nd revised design.

J. Plonczynski summarized that there are 3 in favor of the original design, 2 in favor of the 1st revision and 2 in favor of the 2nd revision.

Chairman Reinke stated that it is far from a clear consensus, but the original has more votes. He stated that we will look forward to a resolution at the next Board meeting.

Trustee Arends suggested that before the Board decides on the separate Norwood issue, that staff obtain some traffic counts at north/south Braintree; east/west Norwood; east Norwood to north Braintree; and east Norwood to south Braintree. She stated that she wants to be sure that the people in Bartlett Lake Estates aren't the ones causing the traffic or being a major contributor. We need an actual count.

Administrator Salmons responded that staff will get those figures.

Trustee Camerer asked if the \$620,000 includes the modifications to the pork chop on Norwood as well.

J. Plonczynski explained that it includes a modification to the drive into the Dunkin Donuts.

Administrator Salmons added that it will provide for some widening for the egress for Dunkin Donuts but it does not provide for that pork chop.

D. Dinges added that it does include the restriction of eastbound traffic on Norwood to Braintree.

Trustee Camerer clarified that the Board isn't making a decision on that at this point. He agrees that a traffic study needs to be done at Norwood. If you talk about modifying Norwood, you have to start asking other people in the Bartlett Lake Estates for their input and involvement as well. We don't know the particulars of who is using Norwood as a cut-thru; if people are using it to get to Rt. 59 to go north on Rt. 59, that's a lot different than people using it just to go to McDonald's or Dunkin Donuts. If you shut down or modify Norwood, it has the potential to increase traffic down Braintree further and influence a lot of other people.

Trustee Arends stated that would be a huge undertaking and suggested that the Board look at the traffic counts first.

Trustee Camerer stated that as much as we want to help the people on S. Braintree, we also have to be fair to anyone else that might be influenced by the situation.

Chairman Reinke commented that we want public input and will look at traffic studies. One concern with the traffic light is unintended consequences. He stated that he wants to make sure that everyone is 100% comfortable with the idea that there may be some unintended consequences. Trustee Camerer has expressed that previously with living on Auburn Lane. One of the unintended consequences might be more traffic on Auburn Lane. It does make sense to take a holistic approach, but it also makes sense for the S. Braintree folks to be very firm in their opinions in that this is what they want to do. There is a huge financial cost and there is also some danger there. He asked how the Village will go about soliciting the public input.

Administrator Salmons responded that we will want to advertise the issue, make sure we have it online, on Twitter, but we may want to do some direct soliciting of addresses in that neighborhood to make sure we really do hear from people.

Chairman Reinke stated that the S. Braintree folks have done a good job of articulating their position to the Board. He suggested that the Board get more input and make a decision and not have it take six meetings. We'll get the facts together and make a decision.

Trustee Deyne asked if there is any grant money available for the traffic signal.

J. Plonczynski responded no.

President Wallace stated that with no disrespect to the new Trustees, he has a little bit of an issue with somebody that just started talking about this, putting in a weigh-in vote. We have been talking about this issue for a long time and the weigh-in vote – there's a lot of moving parts here. There are a lot of moving parts at this intersection and what has happened is they have just discounted the businesses at that intersection's request.

Chairman Reinke responded that both Trustee Hopkins and Trustee Deyne have been in attendance at a couple of the meetings and if they are comfortable, then they're comfortable. He stated that he can't speak for them.

President Wallace asked if the new Trustees were present when the representatives basically said that Walgreens stores, in similar situations, went out of business.

Trustee Arends stated that Mr. Cortesi has expressed his opinion. We always have to be conscience of how this will affect the shopping center. Why do you think we don't have the weigh-in vote?

President Wallace explained that the new Trustees haven't been through all these meetings. His vote cast is the deciding vote to go all the way back to the beginning.

Trustee Carbonaro commented that it could be partially the fault of the Board for weighing it out for six meetings. If it had passed on the 4th or 5th meeting, it wouldn't have happened.

Trustee Deyne stated that he had hoped the vote would have taken place prior to being sworn in.

President Wallace stated that he knows Bartlett is going to have some very disappointed business owners, because of the access going in and out of the center. If you think it's bad now, imagine the people coming over from the east going west, getting into the shopping center, not being able to turn left out; if there's any traffic at all, they have to wait for the traffic to clear to do the U-turn. People are going to do that one time.

Trustee Arends commented that perhaps it shouldn't be changed at all.

Trustee Carbonaro stated that they will then go down Braintree. That's why the Board needs to expedite the second part of the issue.

President Wallace responded that you think people will then go all the way to Norwood, take a left and come all the way back to Stearns to go home.

Trustee Carbonaro stated that he would rather do that than pull out into six lanes of traffic.

President Wallace disagreed.

Trustee Hopkins asked if the Village's traffic consultant has anything to say about the original design. He asked if Mr. Coulter objects to the original design.

Trustee Arends stated that that shopping center has a heck of a lot more accessibility than Bartlett Commons across the street, which is why they have had a difficult time in developing. She stated that she doesn't know what the answer to that situation may be, but people don't want to go into Bartlett Commons because people have to make a left hand turn east onto Stearns Road. Put that into the mix and maybe we shouldn't change anything at all.

J. Plonczynski invited Brent Coulter to address the Board.

Trustee Hopkins asked if movement of traffic in the shopping center is figured into a traffic study.

B. Coulter responded that the traffic study is the study that was done by IDOT as part of the intersection development – Intersection Design Study. Their primary focus was on moving traffic through the intersection of Rt. 59 and Stearns Road. They did not do any special studies of the Brewster Creek Shopping Center access. Their focus was on the main intersection. The safest and most efficient design to serve the main intersection is the original IDOT proposal which was the dual left turns and the barrier median on the particular leg of Stearns Road. That's how IDOT arrived at their original design.

Trustee Hopkins asked what Mr. Coulter's role was with the design.

B. Coulter explained that he did not do any design work. In terms of the original design, it was reviewed. He stated that he has said continually throughout the process that as a traffic engineer, whose primary focus is moving traffic and traffic safety, that he favors the original design. With that being said, we did look at the revised version #2, which would be the partial barrier median allowing left turns out. You can get into Brewster Creek but it would be a little further east with a U-turn going back and making a right turn into the shopping center.

Trustee Hopkins asked if Mr. Coulter did a study for the traffic movement in the shopping center.

B. Coulter responded that they have analyzed the operation of the main intersection and the impact of the various designs on the main intersection; the access to the businesses in Brewster Creek has been addressed by the business owners within the shopping center. We've done no special outside study of the Brewster Creek access per se. The issue the Board is debating is the impact on the businesses under the three different intersection design options. That is something that you have heard from the business community on and you can make your own determination based on your experience, but we have not done an economic study to determine the impact of a barrier median on business activity or anything like that.

Trustee Camerer stated that the DuPage County traffic consultants have good reason to suggest the alternate plan. He asked if Mr. Coulter feels that is a safe alternative as well.

B. Coulter responded that you now have three options on the table that both IDOT and the County have indicated that they would be willing to construct depending on the outcome of the Board's deliberations. Any of the options, as far as the State or County are concerned, are on the table and would be constructed when Bartlett indicates the preferred design.

President Wallace commented that therein lies the Achilles heel. He stated that he does not know about the rest of the people, but he has been at shopping centers where you have to do the U-turn and do the dance out of it and try to do a U-turn around it to try to get back to the direction you were going. That's essentially what we would be creating for that business. He stated that he adamantly disagrees with the barrier medians.

Trustee Camerer stated that at least with this option and in the best case scenario, we have an opportunity to turn in and a way to get into the shopping center, but without that, people will definitely go to Braintree. People going east on Stearns will decide they can't get in and go to Braintree to Norwood.

Chairman Reinke asked if anyone thinks it's dangerous to put all of the traffic that is going to turn left into the mall into the parking lot of the daycare center.

Trustee Camerer responded that it won't go into the parking lot.

Chairman Reinke stated that it will under the revised design. He stated that it also discounts access to Brewster Creek off of Rt. 59.

Trustee Camerer stated that this will cause more traffic to Braintree.

Trustee Carbonaro stated that if a left turn in and out is allowed, at 5:30 p.m., and you can't turn left out of there, where do you think they're going to go? Down Norwood to Braintree. It's irrelevant whether that's there or not.

Trustee Camerer stated that the four hours during the day aren't the only hours that we need to be concerned about.

Trustee Carbonaro reiterated that if they can't make the turn out, they are going to go down Norwood to Braintree. There is a second part to this and we are trying to fix five problems.

Trustee Camerer stated that he is convinced that the design will send more traffic down Braintree.

Trustee Arends stated that she leaves her house many times between the hours of 5:30 and 6:30 p.m., which is a peak hour. Even though it is 100 yards east of the shopping, she can still get out to turn left out of Braintree onto Stearns. There is not a constant parade on Stearns going west. It is no more difficult to turn left out of the shopping center than it is to turn left out of Braintree.

Trustee Carbonaro stated that he commented that no one can turn left out of the egress at Walgreens, not Braintree Lane. Whether they can make it or not, they will go down Norwood, down to Braintree Lane.

Chairman Reinke stated that at some point we have to determine whether or not further discussion is going to be fruitful.

President Wallace stated that he would like to hear from the business owner.

Chairman Reinke responded that we have heard from the business owner quite a bit.

D. Cortesi stated that regardless, people will make a left onto Braintree and come around once they realize they can't get through any other way.

Chairman Reinke asked if you're expecting them to make a U-turn in front of the daycare, why is it less likely that they're going to make a U-turn in front of Braintree.

D. Cortesi that the U-turn would be more functional. They won't like making a U-turn in front of Braintree either, but that U-turn would be more functional. They will recognize what is going on when the U-turn is at that location. But, Braintree is what they are used to; they would make a normal left turn lane so there is functionality to this plan. We did a traffic on the Brewster Creek Center when Walgreens was approved. That access drive exit was rated a "C" by KLOA, reviewed by Bartlett's traffic consultant. We are working

on something that is affecting our driveway. To cut off 20 businesses, they are going to be adamantly opposed to what you're doing. They threw out some compromises and we bought onto the first compromise. Walgreens wrote a letter strongly supporting the first compromise. Some people had more thoughts and they came up with the second compromise. The first plan, when it was introduced, was bad for businesses and residents and now we are back to that plan. There are incredible unintended consequences and it will be a disaster for the shopping center itself and a disaster for traffic and safety.

Chairman Reinke asked Mr. Coulter his thoughts on a U-turn in front of the daycare versus a U-turn in front of Braintree Lane.

B. Coulter responded that the turning path is essentially the same. What would happen under the 2nd revised design is that if someone were to make a U-turn, remembering that there is alternative access to enter Walgreens off the right-in/right-out driveway on Rt. 59, that serves any traffic that would otherwise make a left turn from Stearns into Brewster Creek. Assuming that someone doesn't figure that out and does get on Stearns eastbound and needs to make a U-turn to go back into the shopping center, it's likely that they would take the first option which is the left turn lane that would allow them to make a U-turn in the vicinity of the daycare center. From a physical standpoint of making the U-turn, they are probably equivalent of each other. But, if people do make the U-turn, they would probably choose the first option available which is near the daycare center. The daycare center drive is inbound only; there is not outbound traffic that would conflict with a U-turn at that location.

R. Lewis, Braintree Lane, stated that Trustee Carbonaro's comments make the most sense. This discussion keeps going on and on and it is really starting to lose a bit of common sense with some of it. The traffic is going to do nothing but increase over the years. This is a long term decision and we certainly feel, from all kinds of perspectives, that the traffic light at Norwood and Rt. 59 has to be paired with the intersection improvements decision. There is going to be all kinds of increased traffic as the Stearns Road bridge is complete with the four lanes being finished through the railroad tracks. The production of new homes and businesses west of Rt. 59 is going to increase traffic. The senior facility that was just approved with the right-in/right-out only is going to create increased traffic. There will be employees leaving that facility at rush hour coming down to the intersection of Rt. 59 and Stearns looking for a place to turn around if they have to head south on Rt. 59. That kind of stuff is going to continue to happen. You can do a traffic study on Braintree, but you are wasting the Village's and the residents' money to do that. You know right away where that traffic is going; it's coming through to McDonalds and Dunkin Donuts and coming right back. He stated that he followed a truck that turned down Braintree, stopped at Dunkin Donuts and was going to go back the same way. It is not cut-thru traffic trying to avoid the light, but there will be some of that traffic. It's time to make a very hard decision; it's a lot of money, no doubt, but for the long term, you have to put the traffic signal at Norwood and Rt. 59. If you don't put the light in, you are just creating a bigger problem. No matter what you do, you start to force traffic down Norwood, down through Braintree, and creating an unsafe condition for those residents and the children that live in the neighborhood. He stated that the neighborhood welcomes the busses with children and the parents picking up their children at the daycare centers.

But, if they have a light at the intersection that they can get out of, that would be great. In terms of the other residents in the neighborhood, certainly, their comments should be heard. However, if you look at what we are really asking, we are asking for if this is closed off, (referring to exhibit), they have to drive another 300 feet and take a right on Stearns to get to the shopping mall, not a huge inconvenience. If they need to get back to the neighborhood, they come out here to the light, they take a right and go right back down to Auburn; not a huge inconvenience. We are not putting out anyone by having them make a turn 300 feet sooner. He stated that the Board can make the decision right here, right now, today, and it won't be a bad decision.

Chairman Reinke stated that he is prepared to make a decision about the traffic light, but Trustee Arends and Camerer want more time.

Trustee Camerer stated that he has no problem with the traffic light, but does have an issue with the pork chop and stopping traffic from going down Norwood because, honestly, Mr. Lewis is making assumptions about how many people are going to McDonalds and Dunkin Donuts, without really knowing the numbers. Some of the traffic could be coming from the people in that very neighborhood, but it should be their right to come down that street if that's what they want. We need to talk to the other people before we shut it down to make a portion of the neighborhood happy. Obviously, we'd like to do something to help, but not at the expense of everyone else that live in Bartlett Lake Estates. You have to take those residents' thoughts into consideration. He stated we are trying to make Rt. 59 safer, and not being able to go back to the neighborhood and having to go out onto Rt. 59 is not safe. It's more complicated and it is a big deal. He reiterated that he has no issues with the traffic signal at Norwood, but is opposed to shutting down Norwood and opposed to making it one-way.

Trustee Deyne agreed with Trustee Camerer. He stated that we have to move forward, but is not clear on what direction to go.

Trustee Arends suggested that the Board wait on the decision to put the traffic signal at Norwood until a traffic count is done. As far as Rt. 59/Stearns Road intersection, the Board should make a decision on that right away.

Chairman Reinke stated that there will be a resolution before the Village Board and get a final say on the Rt. 59/Stearns intersection.

Trustee Deyne asked if the Board should package it all together.

Chairman Reinke responded that would make sense but if we need to get more information or if some aren't ready to make a decision about the traffic signal, then we shouldn't allow the traffic signal from preventing the Board from giving their input to IDOT. IDOT is waiting on the Village. With regard to the stoplight, if Trustee Arends and Trustee Camerer need more data, then we can come back to that issue.

Trustee Carbonaro asked the estimated start date of the intersection improvements.

J. Plonczynski explained that IDOT wants the Village's input so that they can go into Phase 2 Engineering which is the final design engineering. Then, they will bid the project and put it on the transportation improvement plan. It's about two years off.

Trustee Carbonaro asked if we have two years to make a decision before we actually make any changes.

President Wallace responded no, once you put the resolution together, they are going to bid that project.

Trustee Carbonaro stated that when IDOT starts the project, we have two years to decide what the Village is going to do at Norwood Lane.

J. Plonczynski explained that after it goes into the design phase, and IDOT is ready to bid the project, we will get an intergovernmental agreement called a local agency agreement and they will put the cost in there and Bartlett has to commit to that. It will include the \$42,000 and so far for Stearns and Rt. 59, that's all our share will be.

Trustee Deyne stated that in all fairness, he would like to request another two weeks to look at the project, in depth, and come into it with more information.

B. Mraz stated that the Board is not voting tonight; it's just a straw vote.

President Wallace explained that the Board is going to direct staff to put together a resolution. When we have discussion on the resolution at the next Board meeting that not everyone has agreed on, which means you will get a second look, we can, at that point, amend that resolution.

Trustee Deyne responded that is fine.

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

PUBLIC WORKS COMMITTEE

NPDES Permit Special Conditions

Chairman Camerer asked Public Works Director Dan Dinges to review the agenda item.

D. Dinges explained that the Village's wastewater treatment plant has an EPA discharge permit, NPDES permit, and it expired January 31, 2015. The reason for that is that the Illinois EPA and U.S. EPA are setting limits for phosphorus on all wastewater treatment plants. The reason for that is phosphorus contributes to algal blooms, especially in the Gulf of Mexico and along the Mississippi River. All states have set this limit; with Illinois being one of the last to do this. The U.S. EPA has basically forced IEPA to set the limit. Our staff has been working with the DuPage River Salt Creek Workgroup, a group consisting of all the wastewater treatment plants within the Salt Creek and DuPage River

watershed, along with Sierra Club and environmentalists, to improve the habitat along the DuPage River and Salt Creek. They have been negotiating with U.S. EPA and IEPA to give Bartlett time to implement phosphorus limits at the wastewater treatment plant. What is being proposed in the special conditions that have been worked with the DuPage River Salt Creek Workgroup is Bartlett would not have a limit on the treatment plant for up to 10 to 11 years if we complete environmental projects, such as dam removal or all projects that would enhance the water quality and the aquatic life, along the DuPage River and Salt Creek. They have gotten it approved by the U.S. EPA and IEPA and are at a point where the EPA is getting ready to issue the NPDES permits. Downers Grove Sanitary District is going to be the first one to get their permit and the EPA expects communities with expired permits to follow within the next week or two. Bartlett is going to have to act fairly quickly and decide whether we are in or out. If Bartlett is in, there is the 10 to 11 years before the phosphorous limits would become effective. The cost for chemical treatment of phosphorous elimination is approximately \$250,000. The delay of implementing phosphorous removal will save the Village chemical and operating expenses of \$1.4 million over a 10 to 12 year period. If we don't go along with the special conditions that the DuPage River Salt Creek Workgroup has negotiated, the EPA will give Bartlett three years to design and install phosphorus treatment at the wastewater treatment plant and begin paying the operating and chemical costs from that point forward. Staff has reviewed the special conditions and believe this is the most cost effective approach for us to pursue in implementing phosphorus removal and meeting the IEPA permit requirements.

Trustee Carbonaro asked what the cost will be to start implementing the removal in a few years.

D. Dinges explained that based on the Workgroup's plan, Bartlett would be paying approximately \$31,000 this year and then the payments increase to \$45,000, \$46,000, to \$70,000. Bartlett still has to determine whether chemical treatment or biological treatment of phosphorus will be the most cost effective. Biological tends to have a higher upfront costs but less chemicals. Chemical has lower upfront costs but you have the ongoing chemical costs forever. We need to look at that and determine what option is best. The Sewer Capital Budget includes \$275,000 which will include a facility plan update. The update will incorporate the special condition requirements of a phosphorus discharge optimization evaluation plan and feasibility study to determine the best method.

Administrator Salmons added that Bartlett has the opportunity, over the next 8 to 10 years, to spend \$31,000 up to \$70,000 as Bartlett's share of improvements to the Salt Creek basin and in that same timeframe, be able to put off the phosphorus problem, and save \$1.4 million, while we are doing good things to the basin and deciding whether we want to use chemicals or bugs.

Chairman Camerer commented that it is projected that in Fiscal Year 22-23, the annual dues and assessment cost is up to \$77,000 and will go up every year.

D. Dinges responded that this is the plan to get all the environmental projects done along the DuPage River and Salt Creek. After that, we would be implementing the phosphorus

removal at the treatment plant and that cost is yet to be determined based on what method is chosen.

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

President Wallace entertained a motion to adjourn the Committee of the Whole meeting.

Moved by Trustee Camerer
Seconded by Trustee Carbonaro

Motion carried.

President Wallace adjourned the Committee of the Whole meeting at 8:44 p.m.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/19/2015**

10000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DEARBORN NATIONAL	MONTHLY INSURANCE - MAY 2015	2,813.87
	<u>INVOICES TOTAL:</u>	<u>2,813.87</u>

1100-VILLAGE BOARD/ADMINISTRATION

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	471.36
	<u>INVOICES TOTAL:</u>	<u>471.36</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REPROGRAPHICS	LAMINATED MAPS	158.25
	<u>INVOICES TOTAL:</u>	<u>158.25</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MEETING FEES/ILCMA HOUSING	355.49
1 DUPAGE MAYORS & MANAGERS	MARCH MEETING	40.00
1 DUPAGE MAYORS & MANAGERS	APRIL MEETING	40.00
1 SIKICH LLP	STRATEGIC PLANNING WORKSHOPS	3,550.00
	<u>INVOICES TOTAL:</u>	<u>3,985.49</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT ROTARY CLUB	DUES	153.00
1 CHICAGO METROPOLITAN AGENCY	ANNUAL DUES	394.49
	<u>INVOICES TOTAL:</u>	<u>547.49</u>

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	WORKSHOP REGISTRATION	50.00
1 PROCTOR'S CORPS OF ARTILLERY	MEMORIAL DAY CANON SALUTE	200.00
1 VIRGIL WILK	MEMORIAL DAY WALK BAGPIPES	175.00
	<u>INVOICES TOTAL:</u>	<u>425.00</u>

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM/ARCHIVAL SUPPLIES	1,124.47
	<u>INVOICES TOTAL:</u>	<u>1,124.47</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/19/2015**

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	PHONE CONFERENCING FEES	15.72
1 COCA COLA ENTERPRISES	EQUIPMENT RENTAL	90.00
INVOICES TOTAL:		105.72

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	300.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	150.00
INVOICES TOTAL:		3,375.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DIGITAL BENEFIT ADVISORS	CONSULTING FEES	5,000.00
INVOICES TOTAL:		5,000.00

1400-FINANCE

523110-LEGAL PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	LEGAL PUBLICATION	79.50
INVOICES TOTAL:		79.50

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REPUBLIC SERVICES #933	YARD WASTE BAGS	3,720.00
INVOICES TOTAL:		3,720.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REPROGRAPHICS	LAMINATED MAPS	14.25
INVOICES TOTAL:		14.25

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	14.11
INVOICES TOTAL:		14.11

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IGFOA SEMINAR	85.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 85.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IL GOVERNMENT FINANCE OFFICERS AS	MEMBERSHIP RENEWAL	600.00
		<u>INVOICES TOTAL: 600.00</u>

1500-COMMUNITY DEVELOPMENT

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	FACEBOOK ADVERTISING	199.96
		<u>INVOICES TOTAL: 199.96</u>

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	115.24
1 MR CAR WASH	INTERIOR DETAIL	50.00
		<u>INVOICES TOTAL: 165.24</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REPROGRAPHICS	LAMINATED MAPS	28.50
1 WAREHOUSE DIRECT	WEEKLY PLANNER/FOLDERS	121.28
1 WAREHOUSE DIRECT	CORK BOARDS/CHAIRMATS	941.37
		<u>INVOICES TOTAL: 1,091.15</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A-1 TROPHIES & AWARDS INC	AWARD/SET-UP FEES	71.50
1 A-1 TROPHIES & AWARDS INC	NAMEPLATES	74.75
		<u>INVOICES TOTAL: 146.25</u>

1600-BUILDING

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	245.91
		<u>INVOICES TOTAL: 245.91</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REPROGRAPHICS	LAMINATED MAPS	14.25
		<u>INVOICES TOTAL: 14.25</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/19/2015**

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADT SECURITY SERVICES	ALARM MONITORING SERVICES	40.45
1 AMERI-SHRED INC	PAPER SHREDDING SERVICES	60.00
1 COUNTRYSIDE FUNERAL HOME	TRANSPORTATION SERVICES	400.00
1 STERICYCLE INC	SERVICE AGREEMENT	364.89
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,500.00
1 VERIZON WIRELESS	WIRELESS SERVICES	684.44
INVOICES TOTAL:		3,049.78

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	816.02
INVOICES TOTAL:		816.02

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHWEST CENTRAL	ANNUAL IJIS FEES	1,147.92
INVOICES TOTAL:		1,147.92

524240-IMPOUNDING ANIMALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	19.94
INVOICES TOTAL:		19.94

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	26.85
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	26.85
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.95
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	26.85
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	757.20
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	26.85
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	169.93
1 ILLINOIS SECRETARY OF STATE	LICENSE PLATE RENEWAL FEE	101.00
1 MR CAR WASH	APRIL CAR WASHES	226.56
1 ULTRA STROBE COMMUNICATIONS INC	SPOTLIGHT BULB REPLACEMENT	42.00
INVOICES TOTAL:		1,427.04

526100-AUTO BODY REPAIRS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BOB'S AUTO BODY INC	AUTO BODY REPAIRS	2,603.99
1 EBY GRAPHICS INC	VEHICLE GRAPHIC REPAIRS	200.00
INVOICES TOTAL:		2,803.99

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/19/2015**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	75.13
** 1 SAM'S CLUB	FOOD PURCHASES/MICROWAVE	204.27
1 TRITECH FORENSICS	EVIDENCE SUPPLIES	337.79
1 ULINE	PRINTABLE DVD-R DISCS	138.06
1 WAREHOUSE DIRECT	TONER CARTRIDGES	291.00
** 1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	91.61
INVOICES TOTAL:		1,137.86

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STREICHER'S	BODY ARMOR	59.99
INVOICES TOTAL:		59.99

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	EBAY PAYPAL FEES	50.00
INVOICES TOTAL:		50.00

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	7,041.86
INVOICES TOTAL:		7,041.86

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REPROGRAPHICS	LAMINATED MAPS	5.00
1 WAREHOUSE DIRECT	CREDIT - RETURNED ITEM	-115.52
1 WAREHOUSE DIRECT	PENS/POST-IT NOTES	43.02
1 WAREHOUSE DIRECT	PAPER/STYROFOAM CUPS	189.33
1 WAREHOUSE DIRECT	CREDIT - RETURNED ITEMS	-46.01
1 WAREHOUSE DIRECT	DOCUMENT COVERS/CERTIFICATES	156.31
INVOICES TOTAL:		232.13

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE UPS STORE	SHIPPING CHARGES	22.89
INVOICES TOTAL:		22.89

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	50.94
INVOICES TOTAL:		50.94

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JASON AMORE	TRAINING EXPENSES	127.50
** 1 VICTORIA M ANDERSON	POLICE MEMORIAL EXPENSES	72.00
** 1 CROWNE PLAZA	LODGING/POLICE MEMORIAL SERVICE	140.00
** 1 CROWNE PLAZA	LODGING/POLICE MEMORIAL SERVICE	140.00
1 KATHRYN R JUZWIN	CONSULTING SERVICES	1,800.00
1 CHRISTOPHER MEADE	AIRFARE/TRAINING	415.20
1 PUBLIC AGENCY TRAINING COUNCIL	COURSE REGISTRATION/WINTERSTEIN	475.00
1 PUBLIC AGENCY TRAINING COUNCIL	COURSE REGISTRATION/RUMMELL	475.00
** 1 SUBURBAN LAW ENFORCEMENT	TRAINING FEE/HEIDI ATKINSON	30.00
** 1 SUBURBAN LAW ENFORCEMENT	TRAINING FEE/JANIS ALLBEE	40.00
1 ADAM SVOBODA	POLICE ACADEMY TRAINING	184.58
** 1 JEAN WALSH	POLICE MEMORIAL EXPENSES	72.00
** 1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	162.60
INVOICES TOTAL:		4,133.88

542000-PLANNING & RESEARCH

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MEETING REFRESHMENTS	136.74
INVOICES TOTAL:		136.74

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CNA SURETY	NOTARY FEE/C SNIDER	30.00
1 CNA SURETY	NOTARY FEE/M MCGUIGAN	30.00
1 CNA SURETY	NOTARY FEE/S YARWOOD	30.00
1 CNA SURETY	NOTARY FEE/G PRETKELIS	30.00
1 CNA SURETY	NOTARY FEE/J DURBIN	30.00
1 DUPAGE COUNTY CLERK	NOTARY FEE/H FAURIE	10.00
1 IL POLICE ACCREDITATION COALITION	ANNUAL MEMBERSHIP DUES	50.00
1 NATIONAL ASSOC OF SCHOOL	MEMBERSHIP RENEWAL	40.00
INVOICES TOTAL:		250.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	OPEN HOUSE SUPPLIES	28.70
1 FLORAL EXCELLENCE	D.A.R.E. BALLOONS/BUD VASES	158.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	16.28
1 ROSELYNN FASHIONS LTD	TEEN POLICE SHIRTS	117.00
** 1 SAM'S CLUB	FOOD PURCHASES/MICROWAVE	326.14
** 1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	5.81
INVOICES TOTAL:		651.93

544001-PRISONER DETENTION

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

**VILLAGE OF BARTLETT
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1 VILLAGE SUDS STATION INC	BLANKET LAUNDERING	58.25
	<u>INVOICES TOTAL:</u>	<u>58.25</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY DIVISION	PERMIT APPLICATION FEE/JULY 4TH	50.00
	<u>INVOICES TOTAL:</u>	<u>50.00</u>

1800-STREET MAINTENANCE

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	154.09
1 UNIFIRST CORP	UNIFORM RENTAL	103.30
	<u>INVOICES TOTAL:</u>	<u>257.39</u>

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN MESSAGING	WIRELESS SERVICES	11.95
1 COMCAST	VPN SERVICE	2.11
1 CONTINENTAL WEATHER SERVICE	MONTHLY WEATHER FORECASTING	150.00
1 VERIZON WIRELESS	WIRELESS SERVICES	182.80
	<u>INVOICES TOTAL:</u>	<u>346.86</u>

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	390.00
	<u>INVOICES TOTAL:</u>	<u>390.00</u>

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MDS TECHNOLOGIES INC	PAVEMENT CONDITION EVALUATION	9,775.00
1 SEBERT LANDSCAPING CO	LAWN MAINTENANCE - MAY 2015	2,785.71
1 SEBERT LANDSCAPING CO	LAWN MAINTENANCE - MAY 2015	1,217.43
	<u>INVOICES TOTAL:</u>	<u>13,778.14</u>

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	TRAFFIC SIGNAL MAINTENANCE	350.25
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL REPAIRS	1,085.91
1 MEADE ELECTRIC CO INC	TRAFFIC SIG/STREET LIGHT MAINT	1,001.00
1 STATE TREASURER	TRAFFIC SIGNAL MAINTENANCE	2,778.39
	<u>INVOICES TOTAL:</u>	<u>5,215.55</u>

527140-TREE TRIMMING

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

**VILLAGE OF BARTLETT
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1 TREES R US INC	TREE STUMP REMOVALS	8,356.64
	INVOICES TOTAL:	8,356.64

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ALLIED ASPHALT PAVING CO	ASPHALT PURCHASE	61.71
1 BATTERIES PLUS	BATTERIES	29.44
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	2,014.79
1 LAN ELECTRIC INC	FOUNTAIN PUMP/WIRING REPAIRS	1,968.01
1 LAN ELECTRIC INC	EQUIPMENT REPAIRS	144.00
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 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	20.00
1 RADCO COMMUNICATIONS INC	KENWOOD RADIO POWER CABLES	48.34
1 REPROGRAPHICS	LAMINATED MAPS	14.25
1 KARYN RIZZO	REIMBURSEMENT/DAMAGED MAILBOX	1,482.58
1 SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	310.05
1 JUDITH SMITH	REIMBURSEMENT/DAMAGED MAILBOX	260.40
1 STARK & SON TRENCHING INC	WATER MAIN REPAIRS	427.08
1 DEZSO SZALAY	REIMBURSEMENT/DAMAGED MAILBOX	34.97
1 WELCH BROS INC	GRAVEL PURCHASE	86.05
	INVOICES TOTAL:	6,961.67

530150-SMALL TOOLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	184.73
	INVOICES TOTAL:	184.73

530160-SAFETY EQUIPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FIVE STAR SAFETY EQUIPMENT INC	FACE SHIELDS/HEAD GEAR	64.85
	INVOICES TOTAL:	64.85

532000-AUTOMOTIVE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 NAPA AUTO PARTS	AUTOMOTIVE SUPPLIES	325.22
1 NAPCO STEEL INC	AUTOMOTIVE SUPPLIES	2,106.00
1 O'REILLY AUTOMOTIVE INC	AUTOMOTIVE SUPPLIES	585.94
	INVOICES TOTAL:	3,017.16

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	INKJET PRINTER	390.50
1 WAREHOUSE DIRECT	COFFEE/PENS	96.89
1 WAREHOUSE DIRECT	TAPE	15.36
1 WAREHOUSE DIRECT	CREDIT - RETURNED ITEM	-83.06

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 WAREHOUSE DIRECT	PAPER/SUPPLIES	88.79
		<u>INVOICES TOTAL: 508.48</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	13.04
		<u>INVOICES TOTAL: 13.04</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXANDER EQUIPMENT CO INC	KNIFE GRINDING FEES/AIR FILTERS	692.00
1 CAROL STREAM LAWN & POWER	TRIMMERS	206.00
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	49.94
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	7.96
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	289.48
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	23.30
1 FASTENAL CO	EQUIPMENT MAINTENANCE SUPPLIES	287.39
1 FASTENAL CO	EQUIPMENT MAINTENANCE SUPPLIES	413.12
1 MONROE TRUCK EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	285.18
1 STANDARD EQUIPMENT CO	STREET SWEEPER REPAIRS/MAT'LS	1,657.41
1 STANDARD EQUIPMENT CO	STREET SWEEPER SUPPLIES	33.94
1 STANDARD EQUIPMENT CO	STREET SWEEPER SUPPLIES	37.37
1 TERMINAL SUPPLY CO	EQUIPMENT MAINTENANCE SUPPLIES	303.56
		<u>INVOICES TOTAL: 4,286.65</u>

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRUGREEN-CHEMLAWN SCHAUMBURG	EARLY SPRING WEED CONTROL	750.00
		<u>INVOICES TOTAL: 750.00</u>

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMUND & NELSON CO	STREET LIGHT REPAIRS	400.00
		<u>INVOICES TOTAL: 400.00</u>

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	MAINTENANCE SUPPLIES	360.00
		<u>INVOICES TOTAL: 360.00</u>

574800-TREE PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 STEVEN SWIERSKI	PARKWAY TREE REFUND	100.00
		<u>INVOICES TOTAL: 100.00</u>

4000-CAPITAL PROJECTS EXPENDITURES

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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583070-NEWPORT BLVD RESURFACING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TREASURER STATE OF ILLINOIS	NEWPORT BLVD RESURFACING	203,983.88
	INVOICES TOTAL:	203,983.88

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RYAN AND RACHEL CHANEY	VBR BOND REFUND	500.00
1 MATTHEW MERTES	VBR BOND REFUND	500.00
1 NORTHSHORE HOLDINGS LTD	VBR BOND REFUND	250.00
1 ALIYA NASREEN SHAH	VBR BOND REFUND	500.00
	INVOICES TOTAL:	1,750.00

4800-BREWSTER CREEK TIF MUN ACC EXP

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAW BULLETIN PUBLISHING CO	ADVERTISING	625.00
	INVOICES TOTAL:	625.00

5000-WATER OPERATING EXPENSES

520025-ELGIN WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CITY OF ELGIN	ELGIN WATER BILL	289,933.34
	INVOICES TOTAL:	289,933.34

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	41.47
1 UNIFIRST CORP	UNIFORM RENTAL	43.91
	INVOICES TOTAL:	85.38

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-4	10,480.33
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-7	2,293.33
1 WATER RESOURCES INC	ANNUAL MAINTENANCE COVERAGE	2,008.31
	INVOICES TOTAL:	14,781.97

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	182.80

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 182.80

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PDC LABORATORIES INC	ANALYTICAL TESTING	35.00
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	287.50
<u>INVOICES TOTAL:</u>		<u>322.50</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	521.25
1 CONSTELLATION ENERGY	ELECTRIC BILL	1,342.88
1 CONSTELLATION ENERGY	ELECTRIC BILL	3,457.84
1 CONSTELLATION ENERGY	ELECTRIC BILL	606.21
1 CONSTELLATION ENERGY	ELECTRIC BILL	4,707.26
1 CONSTELLATION ENERGY	ELECTRIC BILL	8,918.88
1 NICOR GAS	GAS BILL	64.94
1 NICOR GAS	GAS BILL	75.09
<u>INVOICES TOTAL:</u>		<u>19,694.35</u>

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 OIL MASTERS	VEHICLE MAINTENANCE	39.49
<u>INVOICES TOTAL:</u>		<u>39.49</u>

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STARK & SON TRENCHING INC	WATER MAIN REPAIRS	8,600.58
<u>INVOICES TOTAL:</u>		<u>8,600.58</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	KEYS	122.74
1 BATTERIES PLUS	BATTERIES	29.44
1 GRAINGER	MISC. HARDWARE/SUPPLIES	384.15
1 HD SUPPLY WATERWORKS LTD	MATERIALS & SUPPLIES	349.88
1 HD SUPPLY WATERWORKS LTD	STOCK FOR HYDRANT REPAIRS	9,466.75
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	38.50
1 WELCH BROS INC	GRAVEL PURCHASE	86.05
1 ZIEBELL WATER SERVICE	MATERIALS & SUPPLIES	1,328.06
<u>INVOICES TOTAL:</u>		<u>11,805.57</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/PENS	96.90
1 WAREHOUSE DIRECT	TAPE	15.36
1 WAREHOUSE DIRECT	CREDIT - RETURNED ITEM	-83.07

** Indicates pre-issue check.

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1 WAREHOUSE DIRECT	PAPER/SUPPLIES	88.80
		<u>INVOICES TOTAL: 117.99</u>

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	65.08
		<u>INVOICES TOTAL: 65.08</u>

534810-METER MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ILLIANA INSTRUMENTATION	EQUIPMENT MAINTENANCE/REPAIRS	755.00
1 M E SIMPSON CO INC	METER TESTING	1,950.00
1 WATER RESOURCES INC	WATER METERS	3,628.10
		<u>INVOICES TOTAL: 6,333.10</u>

543101-DUES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 MID CENTRAL WATER WORKS ASSOC	ANNUAL MEMBERSHIP FEES	150.00
		<u>INVOICES TOTAL: 150.00</u>

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 STEVE COLE	REFUND/WATER BILL OVERPAYMENT	66.36
1 ASHLEY HAEGER	REFUND/WATER BILL OVERPAYMENT	51.99
1 PAMELA RODRIGUEZ	REFUND/WATER BILL OVERPAYMENT	31.00
		<u>INVOICES TOTAL: 149.35</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	68.66
		<u>INVOICES TOTAL: 134.88</u>

522500-EQUIPMENT RENTALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 LIFT WORKS INC	EQUIPMENT RENTAL	751.50
1 VERIZON WIRELESS	WIRELESS SERVICES	182.81
		<u>INVOICES TOTAL: 934.31</u>

522800-ANALYTICAL TESTING

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	509.15

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 509.15

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	62.35
1 CONSTELLATION ENERGY	ELECTRIC BILL	92.24
1 CONSTELLATION ENERGY	ELECTRIC BILL	84.01
1 CONSTELLATION ENERGY	ELECTRIC BILL	215.01
1 CONSTELLATION ENERGY	ELECTRIC BILL	146.33
1 CONSTELLATION ENERGY	ELECTRIC BILL	181.45
1 CONSTELLATION ENERGY	ELECTRIC BILL	183.59
1 CONSTELLATION ENERGY	ELECTRIC BILL	160.32
1 CONSTELLATION ENERGY	ELECTRIC BILL	165.30
1 CONSTELLATION ENERGY	ELECTRIC BILL	324.94
1 CONSTELLATION ENERGY	ELECTRIC BILL	293.12
1 CONSTELLATION ENERGY	ELECTRIC BILL	338.10
1 CONSTELLATION ENERGY	ELECTRIC BILL	263.81
1 CONSTELLATION ENERGY	ELECTRIC BILL	894.50
1 CONSTELLATION ENERGY	ELECTRIC BILL	29,466.07
1 CONSTELLATION ENERGY	ELECTRIC BILL	81.33
1 CONSTELLATION ENERGY	CREDIT	-17.71
1 NICOR GAS	GAS BILL	52.90
1 NICOR GAS	GAS BILL	23.00
1 NICOR GAS	GAS BILL	24.05
1 NICOR GAS	GAS BILL	77.66
1 NICOR GAS	GAS BILL	23.01
1 NICOR GAS	GAS BILL	76.82
	<u>INVOICES TOTAL:</u>	<u>33,212.20</u>

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STARK & SON TRENCHING INC	WATER MAIN REPAIRS	1,237.08
	<u>INVOICES TOTAL:</u>	<u>1,237.08</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	KEYS/TAGS	18.70
1 BATTERIES PLUS	BATTERIES	29.44
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	190.00
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	653.85
1 WELCH BROS INC	GRAVEL PURCHASE	86.06
	<u>INVOICES TOTAL:</u>	<u>978.05</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NAPA AUTO PARTS	AUTOMOTIVE SUPPLIES	31.20
	<u>INVOICES TOTAL:</u>	<u>31.20</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	PRINTER	95.61
1 WAREHOUSE DIRECT	COFFEE/PENS	96.90
1 WAREHOUSE DIRECT	CREDIT - RETURNED ITEM	-83.07
1 WAREHOUSE DIRECT	CREDIT - RETURNED ITEM	-35.60
1 WAREHOUSE DIRECT	PAPER/SUPPLIES	88.80
INVOICES TOTAL:		162.64

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLUMBIA PIPE & SUPPLY CO	EQUIPMENT MAINTENANCE SUPPLIES	111.87
1 CVM COMPANIES LLC	BLOWER REPAIRS	3,974.00
1 THE FLOLO CORP	EQUIPMENT MAINTENANCE SUPPLIES	114.42
1 GASVODA & ASSOC INC	BATTERY	278.74
1 HD SUPPLY WATERWORKS LTD	EQUIPMENT MAINTENANCE SUPPLIES	34.85
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	250.64
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHTING SUPPLIES	72.60
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHTING SUPPLIES	118.78
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHTING SUPPLIES	29.13
INVOICES TOTAL:		4,985.03

510000-SEWER FUND

200504-FRWRD PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE COUNTY SEWER TREATMENT	36.32
INVOICES TOTAL:		36.32

5190-SEWER CAPITAL PROJECTS EXP

582025-Sanitary Sewer Evaluation

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TROTTER & ASSOC INC	WTP LOCAL LIMITS ORDINANCE	4,391.50
INVOICES TOTAL:		4,391.50

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	MATS	12.00
1 UNIFIRST CORP	MATS	12.36
INVOICES TOTAL:		24.36

524120-UTILITIES

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

**VILLAGE OF BARTLETT
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1 COMCAST	VPN SERVICE	112.90
1 NICOR GAS	GAS BILL	47.13
1 NICOR GAS	GAS BILL	134.14
	INVOICES TOTAL:	<u>294.17</u>

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR METRA PAY BOXES	24.95
	INVOICES TOTAL:	<u>24.95</u>

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ROSCOE CO	MATS	113.14
1 TYCO INTEGRATED SECURITY LLC	BILLING ADJUSTMENT	42.96
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	1,007.80
1 TYCO INTEGRATED SECURITY LLC	CREDIT - CANCELLED SERVICE	-705.46
	INVOICES TOTAL:	<u>458.44</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - APRIL 2015	550.00
	INVOICES TOTAL:	<u>550.00</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	618.83
	INVOICES TOTAL:	<u>618.83</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PALATINE OIL CO INC	GASOLINE PURCHASE	862.68
	INVOICES TOTAL:	<u>862.68</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TONER	60.76
	INVOICES TOTAL:	<u>60.76</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS INC	EQUIPMENT INSTALLATION	990.00
1 TYCO INTEGRATED SECURITY LLC	CONTROL PANEL MAINTENANCE	281.50
	INVOICES TOTAL:	<u>1,271.50</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE CIT GROUP	MISC. GOLF MERCHANDISE	939.56
1 GEAR FOR SPORTS	MISC. GOLF MERCHANDISE	466.58
1 NEXTBELT LLC	MISC. GOLF MERCHANDISE	315.59
INVOICES TOTAL:		1,721.73

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	473.05
INVOICES TOTAL:		473.05

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HERB'S GLASS & MIRROR INC	MIRRORS	378.80
1 HERB'S GLASS & MIRROR INC	MIRROR INSTALLATION	335.00
** 1 SAM'S CLUB	FOOD PURCHASES/MICROWAVE	397.60
INVOICES TOTAL:		1,111.40

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 REGAL SEATING COMPANY	BALANCE DUE/CHAIR PURCHASE	9,965.00
INVOICES TOTAL:		9,965.00

5510-GOLF MAINTENANCE EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORP	UNIFORM RENTAL	28.44
1 CINTAS CORP	UNIFORM RENTAL	28.44
1 CINTAS CORP	UNIFORM RENTAL	28.44
1 CINTAS CORP	UNIFORM RENTAL	28.44
INVOICES TOTAL:		113.76

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	175.14
1 NICOR GAS	GAS BILL	206.00
INVOICES TOTAL:		381.14

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STANDARD INDUSTRIAL &	PRESSURE WASHER REPAIRS	368.82
INVOICES TOTAL:		368.82

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAWSON PRODUCTS INC	MISC. HARDWARE/SUPPLIES	269.77
1 LAWSON PRODUCTS INC	MISC. HARDWARE/SUPPLIES	33.46
INVOICES TOTAL:		303.23

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PALATINE OIL CO INC	GASOLINE PURCHASE	862.67
INVOICES TOTAL:		862.67

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 1ST AYD CORP	CLEANING MATERIALS	414.38
1 ALEXANDER EQUIPMENT CO INC	EQUIPMENT MAINTENANCE SUPPLIES	102.40
1 ALEXANDER EQUIPMENT CO INC	EQUIPMENT MAINTENANCE SUPPLIES	210.45
1 O'REILLY AUTOMOTIVE INC	EQUIPMENT MAINTENANCE SUPPLIES	381.32
INVOICES TOTAL:		1,108.55

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FAULKS BROS CONSTRUCTION INC	TOPDRESSING SAND	1,780.49
1 FEDERAL PUBLISHING	EPA COMPLIANCE JOURNAL	198.50
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	136.64
INVOICES TOTAL:		2,115.63

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KINNEY HEATING & AIR	FURNACE REPAIRS	460.00
INVOICES TOTAL:		460.00

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	40.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	174.91
INVOICES TOTAL:		231.91

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - APRIL 2015	85.00
INVOICES TOTAL:		85.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	103.00
INVOICES TOTAL:		103.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	5.50
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	9.23
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	31.66
INVOICES TOTAL:		46.39

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TONER	60.76
INVOICES TOTAL:		60.76

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS INC	EQUIPMENT INSTALLATION	495.00
1 GREAT LAKES SERVICE	OVEN REPAIRS	57.85
INVOICES TOTAL:		552.85

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CITY BEVERAGE	BEER PURCHASE	126.97
1 ELGIN BEVERAGE CO	BEER PURCHASE	70.65
1 EUCLID BEVERAGE LTD	BEER PURCHASE	651.47
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	7.50
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	110.70
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	119.67
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	166.19
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	144.19
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	380.27
1 SCHAMBERGER BROS INC	BEER PURCHASE	531.78
1 SOUTHERN WINE & SPIRITS	LIQUOR PURCHASE	69.42
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	142.66
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	169.97
1 TURANO BAKING CO	FOOD PURCHASE	114.70
1 WIRTZ BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	430.46
INVOICES TOTAL:		3,236.60

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

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

**VILLAGE OF BARTLETT
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1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	53.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	174.92
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	209.72
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	64.85
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	263.57
1 MICKEY'S LINEN	LINEN SERVICES	313.43
INVOICES TOTAL:		1,116.99

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A POSH PRODUCTION	EQUIPMENT RENTAL	250.00
INVOICES TOTAL:		250.00

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	BARTLETT VETERAN'S ADVERTISING	60.00
1 CHICAGO STYLE WEDDINGS	AD DESIGN CHARGE	40.00
INVOICES TOTAL:		100.00

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRYSTAL MGMT & MAINT SERVICES COR	CLEANING SERVICES - APRIL 2015	85.00
INVOICES TOTAL:		85.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	103.00
INVOICES TOTAL:		103.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	38.35
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	14.99
1 MLA WHOLESALE INC	FLOWERS	42.55
1 MLA WHOLESALE INC	FLOWERS	50.20
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	9.24
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	27.16
** 1 SAM'S CLUB	FOOD PURCHASES/MICROWAVE	34.20
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	49.76
INVOICES TOTAL:		266.45

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIANCE PAPER	CHEF COATS	75.01

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 75.01

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LOGSDON OFFICE SUPPLY	PAPER	49.38
1 WAREHOUSE DIRECT	TONER	60.77
		<u>INVOICES TOTAL: 110.15</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS INC	EQUIPMENT INSTALLATION	495.00
1 GREAT LAKES SERVICE	OVEN REPAIRS	57.85
		<u>INVOICES TOTAL: 552.85</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CITY BEVERAGE	BEER PURCHASE	126.97
1 CITY BEVERAGE	BEER PURCHASE	16.20
1 ELGIN BEVERAGE CO	BEER PURCHASE	211.95
1 EUCLID BEVERAGE LTD	BEER PURCHASE	527.00
1 GRECO AND SONS INC	FOOD PURCHASE	111.64
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	84.31
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	238.06
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	31.60
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	211.60
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	119.67
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	67.45
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	166.20
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	1,347.17
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	2,750.62
1 SCHAMBERGER BROS INC	BEER PURCHASE	211.10
1 SOUTHERN WINE & SPIRITS	LIQUOR PURCHASE	467.10
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	570.78
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	703.92
1 TURANO BAKING CO	FOOD PURCHASE	155.44
1 TURANO BAKING CO	FOOD PURCHASE	114.70
1 WIRTZ BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,291.37
		<u>INVOICES TOTAL: 9,524.85</u>

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	23.45
		<u>INVOICES TOTAL: 23.45</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CITY BEVERAGE	BEER PURCHASE	143.02
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	207.10
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	90.63
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	181.26
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	120.84
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	95.98
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	126.89
** 1 SAM'S CLUB	FOOD PURCHASES/MICROWAVE	164.73
1 SCHAMBERGER BROS INC	BEER PURCHASE	219.82
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	130.85
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	147.50
1 TURANO BAKING CO	FOOD PURCHASE	114.70
INVOICES TOTAL:		1,743.32

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO OFFICE TECHNOLOGY GROUP	COPIER MAINTENANCE SERVICE	38.88
1 CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MGMT SERVICES - APRIL	16,650.00
1 NORTHWEST MUNICIPAL CONFERENCE	EMPLOYEE ASSISTANCE PROGRAM	4,175.00
INVOICES TOTAL:		20,863.88

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 2FA	MAINTENANCE/SUPPORT RENEWAL	897.00
1 COMCAST	VPN SERVICE	82.90
1 NETSUPPORT INC	ANNUAL MAINTENANCE RENEWAL	90.00
** 1 NETWRIX CORPORATION	IT AUDITING SOFTWARE MAINT	192.70
1 TYLER TECHNOLOGIES INC	MUNIS GUI SITE LICENSE SUPPORT	1,650.00
1 TYLER TECHNOLOGIES INC	ANNUAL SUPPORT/LICENSE FEES	44,478.96
1 TYLER TECHNOLOGIES INC	SYSTEM MAINTENANCE AGREEMENT	10,847.12
INVOICES TOTAL:		58,238.68

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BECMAR SPRINKLER SYSTEMS INC	IRRIGATION SYSTEM ACTIVATION	300.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	120.00
1 SEBERT LANDSCAPING CO	LAWN MAINTENANCE - MAY 2015	1,057.14
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	43.06
1 VALLEY FIRE PROTECTION	LEAK REPAIRS	2,435.00
INVOICES TOTAL:		3,997.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AT&T	DSL LINE FOR VILLAGE HALL	69.36
1 FIRST COMMUNICATIONS LLC	P.W. TELEPHONE CIRCUIT	343.59
1 VERIZON WIRELESS	WIRELESS SERVICES	361.11
1 VERIZON WIRELESS	WIRELESS SERVICES	76.02
INVOICES TOTAL:		850.08

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	335.15
INVOICES TOTAL:		335.15

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACCUTECH SERVICES	PRINTER REPAIRS	153.00
1 CENTURY PRINT & GRAPHICS	LETTERHEAD	286.25
1 CLIFFORD-WALD	PLOTTER PAPER	113.64
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	141.48
** 1 SAM'S CLUB	FOOD PURCHASES/MICROWAVE	218.09
1 WAREHOUSE DIRECT	PAPER/TRASH BAGS	700.88
1 WAREHOUSE DIRECT	TRASH BAGS	36.28
INVOICES TOTAL:		1,649.62

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ONLINE SUBSCRIPTION RENEWAL	439.99
INVOICES TOTAL:		439.99

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARY JEAN ROSELLI	IN MEMORY OF ANTOINETTE PULLIA	100.00
** 1 SAM'S CLUB	FOOD PURCHASES/MICROWAVE	139.00
1 TOWN & COUNTRY GARDENS	FLOWERS	110.99
INVOICES TOTAL:		349.99

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	257.51
1 DELL MARKETING L P	REPLACEMENT LAPTOP	1,154.30
1 INSIGHT PUBLIC SECTOR INC	TABLET	889.55
** 1 NETWRIX CORPORATION	IT AUDITING SOFTWARE MAINT	432.55
INVOICES TOTAL:		2,733.91

7000-POLICE PENSION EXPENDITURES

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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529000-OTHER CONTRACTUAL SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ILLINOIS STATE TREASURER	PENSION FUND COMPLIANCE FEE	5,819.46
	<u>INVOICES TOTAL:</u>	<u>5,819.46</u>

GRAND TOTAL: 834,443.34

GENERAL FUND	92,514.59
CAPITAL PROJECTS	203,983.88
DEVELOPER DEPOSITS FUND	1,750.00
BREWSTER CREEK TIF MUN ACCT	625.00
WATER FUND	352,261.50
SEWER FUND	46,612.36
PARKING FUND	343.48
GOLF FUND	41,074.77
CENTRAL SERVICES FUND	89,458.30
POLICE PENSION FUND	5,819.46
GRAND TOTAL	834,443.34

** Indicates pre-issue check.

Memorandum

To: Valerie Salmons, Village Administrator
From: Scott Skrycki, Assistant to the Administrator
Date: 5/11/2015
Re: Historical Society Building Plaques

The Bartlett Historical Society has selected six local historical buildings for recognition and the building owners will receive Historical Society Building Plaques.

Priority is given to structures that are at least 50 years old and have architectural details and/or additions that are faithful to the original structures.

Mr. Gary Plice of the Bartlett Historical Society will discuss the homes and ask the owners to come up and get their plaques.

This year's homes are:

1. Eclectic Colonial, 1928. 234 S. Western Ave., owned by Chris and Gillian Reed.
2. Bungalow Cottage, 1926. 108 N. Elroy, owned by Viola Vlasak.
3. Cape Cod, 1954. 121 S. Oak Ave., owned by Donna Merritt.
4. Bungalow, 1928. 430 W. Oneida Ave., owned by Bruce and Kathy Herro.
5. Mid-Century Modern, 1957. 105 W. North Ave., owned by David and Debbie Dortmund.
6. Gable-Front & Wing, 1894. 119 S. Hickory Ave., owned by Laurie Berg.

PUBLIC WORKS MEMO



DATE: May 11, 2015

TO: Valerie Salmons
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: National Public Works Week

Each year we recognize National Public Works Week. Attached is a proclamation for Board consideration. I request that this proclamation be considered at the May 19, 2015 Board meeting. National Public Works Week runs from May 17 through May 23, 2015.



**PROCLAMATION
NATIONAL PUBLIC WORKS WEEK
MAY 17 – 23, 2015**

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

WHEREAS, the support of understanding and informed citizens is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and,

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

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

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

WHEREAS, the year 2015 marks the 55th annual National Public Works Week sponsored by the American Public Works Association;

THEREFORE, I, Kevin Wallace, Village President, do hereby proclaim May 17 – 23, 2015 as **NATIONAL PUBLIC WORKS WEEK** in the Village of Bartlett.

Dated the 19th day of May, 2015.

Kevin Wallace, Village President

LIQUOR LICENSE ISSUANCE AS PRESENTED ON
MAY 19, 2015

RENEWALS

Class B	Gap Sparta Food Service, Inc. dba Savoury Resturant & Pancake Cafe	782 W. Bartlett Rd
Class F	Faros Restaurants, Inc. dba El Faro Restaurant #2	161 E. Lake St



Agenda Item Executive Summary

Item Name (Case #14-08) Artis Senior Living of Bartlett Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Final Subdivision Plat and Final PUD/Site Plan for Lot 1

- (1) The Preliminary Subdivision and Preliminary PUD/Site Plan for Lot 1 were approved by Ordinance #2014-90 on November 18, 2014.
- (2) The Petitioner is requesting a review of their Final Subdivision and Final PUD/Site Plan for Lot 1.
- (3) The Final Subdivision Plat and Final PUD/Site Plan for Lot 1 are in substantial compliance with the approved Preliminary Subdivision and Preliminary PUD/Site Plan.
- (4) The Plan Commission reviewed the Petitioner's requests and recommended approval subject to the conditions and findings of fact outlined in the Staff Memo.
- (5) The Committee of the Whole reviewed the Petitioner's requests at their meeting on May 5, 2015. The Committee forwarded the petition on to the Village Board for a final vote and ordinance adoption.

ATTACHMENTS (PLEASE LIST)

Ordinance, with Exhibits, and the Staff Memo

ACTION REQUESTED

For Discussion Only _____

Resolution _____

Ordinance X

Motion: Move to approve Ordinance #2015- _____ An Ordinance Granting Approval of a Final Plat of Subdivision and a Final PUD/Site Plan for Lot 1 for Artis Senior Living

Staff: Jim Plonczynski, Com Dev Director

Date: May 6, 2015

COMMUNITY DEVELOPMENT MEMORANDUM

15-88

DATE: May 6, 2015
TO: Valerie L. Salmons, Village Administrator
FROM: Jim Plonczynski, CD Director
RE: **(#14-08) Artis Senior Living of Bartlett**

PETITIONER

Jay Hicks on behalf of Artis Senior Living

SUBJECT SITE

6N625 S. Route 59, East side of Rt. 59, South of Apple Valley Drive

REQUEST

Final Subdivision and Final PUD/Site Plan for Lot 1

SURROUNDING LAND USES

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Vacant (Former Farm House/Farm)	Attached Residential (High Density)	PD
North	Commercial/Office	Commercial	B-2 PUD
South	Church	Institutional	ER-1
East	Single Family Residential	Suburban Residential	SR-4
West	Forest Preserve	Open Space	SR-3 PUD

DISCUSSION

1. The Petitioner is requesting Final Subdivision and Final PUD/Site Plan (Lot 1) approval for a vacant 10.1 acre site along the east side of Rt. 59, south of Apple Valley Drive. The Preliminary Subdivision, PUD and Special Use were approved by Ordinance #2014-90 An Ordinance Granting a Special Use Permit for a Planned Unit Development, Approving of a Preliminary PUD Plan for Lot 1, and Approving of a Preliminary Plat of Subdivision for Artis Senior Living on November 18, 2014.
2. The proposed one-story brick and vinyl sided building for senior housing would be located on Lot 1 of the three (3) lot subdivision. Lot 2 at this time would remain vacant and Lot 3 would consist of the detention area.

3. The site contains 38 parking spaces and exceeds the Zoning Ordinance requirement of 32 spaces. A circular turn-around area has been provided in front of the building to provide an accessible drop-off and/or pick-up of residents.
4. The Final PUD/Site Plan identifies a right-in/right-out access point on Rt. 59. *(Please note: Rt. 59 is under the jurisdiction of IDOT and the permit for this curb cut would be issued by this agency.)* A 25-foot wide private drive would provide access to both Lots 1 & 2 of this proposed subdivision.
5. As discussed during the Preliminary review, a "Proposed Permitted Use List" for Future Lot 2 is attached and will be an Exhibit to the proposed Ordinance at a later date. The Petitioner considers these uses compatible with the proposed memory care facility.
6. The Staff is continuing to review the Final Engineering and Landscape plans.
7. **The Final Subdivision Plat and Final PUD/Site Plan for Lot 1 are in substantial compliance with the approved Preliminary Subdivision and Preliminary PUD/Site Plan for Lot 1.**

RECOMMENDATION

1. The **Staff** recommends **approval** of the Petitioner's request for a Final Subdivision and Final PUD/Site Plan for Lot 1 subject to the following conditions and Findings of Fact:
 - A. Village Engineer approval of the Final Engineering Plans;
 - B. Staff approval of the Landscape Plans;
 - C. IDOT approval of the right-in/right-out along Rt. 59 with a copy of the approved permit submitted to the Village prior to the issuance of a building permit;
 - D. Ingress and egress for Proposed Lot 2 to and from Rt. 59 shall be re-evaluated at the time a PUD Plan and/or Plat of Re-subdivision is submitted for Proposed Lot 2 to determine whether utilizing the right-in/right-out on Rt. 59 along with the private drive provide for safe and efficient movement of traffic and access onto Rt. 59;
 - E. The "List of Permitted Uses for Proposed Lot 2" are approved in concept only;
 - F. The construction plans and drawings submitted for a building permit for the senior housing facility to be located on Lot 1 shall be consistent with the colors, materials, dimensions and height depicted on the Building Elevations;
 - G. Installation of a 10' wide bike path in-lieu of the required sidewalks within the Multi-Use Path Easement and the Rt. 59 R-O-W shall be completed as part of the public improvements for this subdivision;
 - H. A 4' high black aluminum fence shall be installed along the north property line of Lots 2 & 3 subject to the Village Engineer's approval of the location;
 - I. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
 - J. Landscaping must be installed within one year of the issuance of a building permit;

- K. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to Community Development for review and approval by the Village Arborist and a bond posted for 110% of the approved amount for its future installation;
 - L. Findings of Fact: Planned Unit Development for Lot 1
 - i. The memory care facility (senior housing) conforms with the Comprehensive Plan and general planning policies and precedents of the Village;
 - ii. The memory care facility is a permitted use in the PD Zoning District;
 - iii. The memory care facility is designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected;
 - iv. The memory care facility shall not substantially lessen or impede the suitability for uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity;
 - v. The memory care facility shall pay Municipal Building Fund fees;
 - vi. Adequate utilities and drainage shall be provided for this use;
 - vii. Adequate parking and ingress and egress will be provided for this use so as to minimize traffic congestion and hazards in public streets;
 - viii. Adequate buffering and landscaping shall be provided to protect uses within the development and on surrounding properties;
 - ix. There shall be reasonable assurance that, if authorized, this facility will be completed according to an appropriate schedule and adequately maintained.
 - M. Findings of Fact: Site Plan for Lot 1
 - i. That the proposed senior housing facility is a permitted use in the PD Zoning District;
 - ii. That the proposed off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
 - iii. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
 - iv. That the site plan provides for the safe movement of pedestrians within the site;
 - v. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
 - vi. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.
2. The **Plan Commission** reviewed the Petitioner's requests at their meeting on April 9, 2015. The Commission recommended **approval** subject to the conditions and findings of fact outlined above by Staff.

3. The **Committee of the Whole** reviewed the Petitioner's requests at their meeting on May 5, 2015. The Committee forwarded the petition on to the Village Board for a final vote and Ordinance adoption.
4. The Ordinance, with Exhibits, and the Staff Memo are attached for your review.

rbg/attachments

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ORDINANCE 2015 - _____

**AN ORDINANCE GRANTING APPROVAL OF A FINAL
PLAT OF SUBDIVISION AND FINAL PUD/SITE PLAN FOR
LOT 1 FOR ARTIS SENIOR LIVING**

WHEREAS, Artis Senior Living, LLC is the developer and contract purchaser (the "Developer") of a parcel of real estate located within the corporate limits of the Village of Bartlett (the "Village"), which parcel is approximately 10.1 acres in size and is legally described on Exhibit A attached hereto and incorporated herein by reference (the "Subject Property") which is owned by UNB Bartlett, LLC (the "Owner"); and

WHEREAS, on November 18, 2014, 2015, the Village corporate authorities adopted Ordinance 2014-90, "An Ordinance Granting a Special Use Permit for a Planned Unit Development, Approving of a Preliminary PUD Plan for Lot 1, and Approving of a Preliminary Plat of Subdivision for Artis Senior Living" with respect to the Subject Property, which ordinance is hereinafter referred as "Ordinance 2014-90" or the "Artis Preliminary PUD Ordinance"); and

WHEREAS, the Developer has submitted a petition, with the consent of the Owner, for (1) approval of a Final Plat of Subdivision for the proposed three (3) lot subdivision of the Subject Property, and (2) approval of a Final Site Plan/Final PUD Plan for Lot 1 of the Subdivision for the development of a 72 unit memory care facility assisted living for seniors (collectively, the "Petition"); and

WHEREAS, on April 9, 2015, the Bartlett Plan Commission reviewed the Petition for the Final Subdivision of the Subject Property and Final PUD/Site Plan for Lot 1, and the Plan Commission made a recommendation in favor of the Petition, subject to certain conditions and made certain findings of fact with respect thereto, based in part on said conditions;

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

SECTION ONE: The Final Plat of Subdivision entitled "Final Subdivision Plat for Artis Senior Living" prepared by Cemcon Ltd., dated 1/8/15, last revised 5/5/15 (the "Final Plat"), attached hereto as Exhibit B and expressly made part of this Ordinance, for a three lot subdivision (the "Final Subdivision") consisting of Lot 1 which is 3.26 +/- acres in size, Lot 2 which is 4.70 +/- acres in size ("Lot 2"); and Lot 3 which is 2.12 +/- acres in size ("Lot 3"), which Final Plat is hereby approved as a Final Plat of Subdivision of the Subject Property, subject to the following conditions which must be satisfied before recording by the Village of the Final Plat of Subdivision for the Subject Property:

1. **Public Improvement Security.** Developer shall cause to be furnished to the Village one of the following three types of security to guaranty that the on-site and off-site public improvements for Lots 1 and 2 (and Lot 3, if any) are constructed and completed by May 31, 2017, and are fully paid for: (i) a Standby Letter of Credit (Performance and Payment) in an amount approved by the Village Engineer (the "Letter of Credit"), issued by a federally insured financial institution which meets the minimum requirement(s) therefor under the Bartlett Subdivision and PUD Ordinance (the "Subdivision Ordinance"); (ii) (a) a Subdivision Performance Bond, and (b) a Subdivision Labor and Material Payment Bond issued by a surety authorized by the Illinois Department of Insurance to issue and sign sureties in Illinois, with a financial strength rating ("FSR") of at least A- from A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency (the "Performance and Payment Bonds"), or (c) a Cash Bond. The Final Subdivision (which will be known as Artis Senior Living of Bartlett Subdivision upon recording of the Final Plat of the Subject Property. The form of such security shall be as prescribed in the Subdivision Ordinance, except for such deviations and modifications thereof that are satisfactory to the Village Attorney.
2. **Easements and CCRs.** Recording of easements approved by the Village Attorney and the Village Engineer for all drainage, detention and retention facilities and public utilities with appropriate access thereto, and for cross access between Lots 1, 2 and 3, and ingress and egress for Lot 1 to and from Rt. 59 (with approval of ingress and egress for Lot 2 withheld and reserved by the Village President and Board of Trustees (the "Corporate Authorities") until a development plan and full traffic study (in accordance with the requirements therefor as set forth in the Subdivision Ordinance) have been submitted for Lot 2 and have been approved by the Corporate Authorities in its reasonable discretion. Recording of covenants, conditions and restrictions (the "CCR's") for the Subject Property which shall run with the land and be binding upon the Owner, the Developer, their respective successors, assigns and future grantees of the Subject Property, and providing for the joint and several obligation on the Owner of Lots 1 and 3 to maintain, repair and replace the storm water management improvements to be constructed and installed on Lot 3.
3. **Cash Donations.** Upon submittal of an application for issuance of a building permit, the applicant therefor shall pay a fee of \$.50 per square foot of building area to the Bartlett Municipal Building Fund upon the submittal of a building permit. Donations for residential uses as provided in the Bartlett Donation Ordinance shall not apply to Lot 1.
4. **Road Improvements.** The Developer shall construct all on-site road and driveway improvements depicted on the Final PUD Plan/Site Plan for the development on Lot 1 in accordance with the provisions of the Subdivision Ordinance and the Developer shall construct all improvements to Rt. 59 in accordance with the permit approved and issued by IDOT.

5. The Owner and Developer shall execute and deliver to the Village a Public Improvement Completion Agreement (the "PICA") in a form prescribed in the Subdivision Ordinance, except for such deviations and modifications therefrom that are satisfactory to the Village Attorney, agreeing to construct, complete and fully pay for all of the public improvements in strict accordance with the approved final engineering plans for the Subdivision and in compliance with the Subdivision Ordinance, which PICA shall provide, among other things, in the event any Public Improvements, including, without limitation, side grading and erosion control, water distribution system, sanitary sewer system, all stormwater management and storm sewer system, curbs, gutters, driveway approaches, roads in the Rt. 59 ROW, sidewalks, bike paths, street lights, and required landscaping and tree planting in any right of way or public property (collectively, the "Public Improvements") are damaged as a result of the on-site or off-site construction activities of the Developer, its contractors and their sub-contractors. All such damage shall be promptly repaired, or caused to be repaired, to the Village's satisfaction by the Developer without cost to the Village. For purposes of the PICA, damage to any Public Improvements, or any public or private improvements, on or within 500 feet of the Subject Property shall be presumed to have been the result of the Developer's construction activities, unless the Developer rebuts said presumption by proving the identity of the party who caused such damage. Failure to promptly repair such damage shall be grounds for the Village to withhold issuing building permits and/or occupancy permits to the Developer, its successors and assigns, for buildings in the Subdivision.
6. Protection of Public Improvements. Prior to the recording of the Final Plat for the Artis Senior Living Subdivision, the Developer shall have deposited with the Village security as provided in paragraph 1 of this Section One of this Ordinance that it will not only complete and fully pay for the Public Improvements, but also that it will maintain the Public Improvements for a period of 15 to 22 months after acceptance of the Public Improvements by the Corporate Authorities. Upon completion of the Public Improvements, the Developer and the Owner shall transfer title thereto to the Village by warranty Bill of Sale in the form prescribed in the Subdivision Ordinance and shall deposit a maintenance "security" in accordance with the requirements of the Subdivision Ordinance prior to the acceptance of the Public Improvements by the Corporate Authorities.
7. Engineering Approval. The Village Engineer's approval of the final engineering plans for the Subdivision, and the Public Improvements, including but not limited to detention and storm water management requirements, final grades, drainage, street/drive design and cost estimates. All storm water management system improvements and facilities, including the detention basin on Lot 3, have only been sized for the development of Lot 1 of the Subject Property and have been calculated based on the use of Lot 1 as a memory care facility. An additional stormwater management system shall be required to be designed and built upon Lot 2 at the time Lot 2 is developed based on the list of permitted uses for Lot 2 attached hereto as Exhibit F. The Village Engineer reserves approval of the traffic

impact and ingress and egress for Lot 2 until preliminary engineering for Lot 2 and a new PUD plan, site plan and/or resubdivision plat for the proposed development of Lot 2 and a traffic impact analysis, have been submitted to the Village for approval.

8. Landscape Plan. Approval of the Final Landscape Plan by the Community Development Director.
9. IDOT approval of a curb-cut onto Rt. 59.
10. Developer shall construct a bike path along the east side of Rt. 59 in accordance with the Final Engineering Plans as approved by the Village Engineer.
11. All existing and new utilities and communication facilities on the Subject Property, including telephone, electric and cable television which serve and/or will serve the Subdivision, or any part hereof, shall be installed underground. The Developer shall promptly notify all utility and communication companies of the need for such underground installation and services prior to the construction or any improvements for the Subdivision and shall provide the Village with a copy of such notice.
12. No construction of any Public Improvements on or adjacent to the Subject Property, including, but not limited to, site grading, shall commence until the Developer and all contractors hired by the Owner and/or the Developer to construct the Public Improvements have furnished the Village with certificates of insurance evidencing that each of them has in place commercial general liability, business auto liability, worker compensation and employer's liability insurance in such amounts and coverage's satisfactory to the Village Attorney and naming the Village as an additional insured thereon.
13. Prior to commencing construction, the Developer shall submit an Erosion Control Plan to the Village Engineer for his review and approval. During construction the Developer shall adhere to measures for the prevention of soil erosion pursuant to the Village Erosion Control Ordinance, or the "Procedures and Standards for Urban Soil Erosion and Sedimentation Control in Illinois, published in 1981, as amended, and the recommended procedures of the DuPage County Soil and Water Conservation District, whichever is more restrictive.
14. The development of the Subject Property shall be governed by the requirements of the Subdivision Ordinance, the Bartlett Building Code (the "Building Code"), the Bartlett Zoning Ordinance (the "Zoning Ordinance"), and the other provisions of the Bartlett Municipal Code as the same are amended from time to time and in effect and of general applicability, except to the extent that any such ordinance or code is expressly and specifically modified by this Ordinance, or other ordinances specifically related to the development of the Subject Property.

15. Prior to commencing construction, the Owner shall submit an Owners Sworn Statement and the Developer, and any other prime contractor hired by the Owner to design and/or construct the Public Improvement shall submit a General Contractor's Sworn Statement in form and as otherwise approved by the Village Attorney.
16. The additional conditions set forth in Section Six of this Ordinance.

SECTION TWO: Based in part on the conditions set forth in Sections One and Six of this Ordinance the Corporate Authorities do hereby make the following findings of fact with respect to the Site Plan/PUD Plan for Lot 1 of the Subdivision attached here to as Exhibit C (Findings of Fact: Site Plan for Lot 1):

1. The proposed memory care facility on Lot 1 is a permitted use in the PD District in which the Subject Property is located.
2. The proposed arrangement of the building, off-street parking, access, lighting, landscaping on Lot 1 and drainage on Lot 3 is compatible with adjacent land uses.
3. The vehicular and pedestrian ingress and egress to and from Lot 1 and circulation within Lot 1 provides for safe, efficient and convenient movement of people and traffic, not only within the Lot 1 but on adjacent roadways as well. (No findings of fact are made with respect to Lot 2).
4. The Site/PUD Plan provides for the safe movement of pedestrians within Lot 1.
5. There is a sufficient mixture of grass, trees and shrubs proposed around the perimeter of Lot 1 so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public.
6. Any part of the Site Plan/PUD area not used for buildings, structures, parking or access ways (excluding Lot 2 until it is developed) shall be landscaped with a mixture of grass, trees and shrubs, and the landscape improvements proposed are in compliance with the "Landscape Requirements" set forth in Chapter 10-11A of the Zoning Ordinance.
7. All outdoor storage areas shown for Lot 1 are to be screened in accordance with the standards set forth in the Bartlett Zoning Ordinance.

SECTION THREE: Based in part on the conditions set forth in Sections One and Six of this Ordinance, the Corporate Authorities do hereby make the following findings of fact with respect to the Final Site/Final PUD Plan for Lot 1 (hereinafter defined), as a final development plan for Lot 1 of the Subdivision (Findings of Fact: Planned Unit Development for Lot 1):

1. The memory care facility (senior housing) conforms with the Comprehensive Plan and general planning policies and precedents of the Village;
2. The memory care facility is a permitted use in the PD Zoning District;
3. The memory care facility is designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected;
4. The memory care facility shall not substantially lessen or impede the suitability for uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity;
5. The memory care facility shall pay Municipal Building Fund fees;
6. Adequate utilities and drainage have been incorporated into the design and shall be provided for this use;
7. Adequate parking and ingress and egress will be provided for this use so as to minimize traffic congestion and hazards in public streets;
8. Adequate buffering and landscaping shall be provided to protect uses within the development and on surrounding properties;
9. There shall be reasonable assurance that, if authorized, this facility will be completed according to an appropriate schedule and adequately maintained;
10. The Final Site/PUD Plan is in substantial conformance with the Preliminary PUD Plan for Lot 1 heretofore approved by Ordinance 2014-90.

SECTION FOUR: That the Site/PUD Plan prepared by Cemcon Ltd. dated 1/23/15, attached hereto as Exhibit C and expressly made a part of this Ordinance, is hereby approved with respect to Lot 1 and Lot 3, subject to the conditions set forth in Sections One and Six of this Ordinance.

SECTION FIVE A Special Use Permit for a Planned Unit Development for 72 memory care units to be developed in accordance with a Preliminary PUD Plan for Lot 1 of the Subject Property was granted in Ordinance 2014-90. The Final Plat attached hereto as Exhibit B; the Site Plan/PUD Plan for Lot 1 prepared by Cemcon Ltd. dated 1/23/15 (the "Site/PUD Plan") attached hereto as Exhibit C; the Building Elevations prepared by LawKingdon Architecture dated 1/29/2015, last revised 2/19/2015 (the "Building Elevations") attached hereto as Exhibit D; and the Final Landscape Plans prepared by Nelson Design Associates Inc. dated 4/8/14 and last revised 3/31/15 (the "Final Landscape Plans") attached hereto as Exhibit E (collectively, the "Final Site/PUD Plan"), constitute a "Final Development Plan" within the meaning of Section 10-9-10 of

the Bartlett Zoning Ordinance. The said Final Site/PUD Plan attached hereto as Exhibits B, C, D and E is hereby approved for Lot 1 of the Subject Property, and are hereby made a part of the Special Use Permit for the Planned Unit Development for Lot 1 of the Subject property to be constructed and developed in strict accordance with the Final Site/PUD Plan, subject to the conditions set forth in Sections One and Six of this Ordinance.

SECTION SIX: That the approval of the Final Plat granted in Section One of this Ordinance, the Special Use Permit granted in Ordinance 2014-90 and restated in Section Five, the Site/PUD Plan approval granted in Section Four, and the Final Site/PUD Plan approval granted in Section Five of this Ordinance, are hereby made further subject to the following conditions:

1. Village Engineer approval of the Final Engineering Plans;
2. Staff approval of the Landscape Plans;
3. IDOT approval of the right-in/right-out along Rt. 59 with a copy of the approved permit submitted to the Village prior to the issuance of a building permit;
4. Ingress and egress for Lot 2 to and from Rt. 59 shall be re-evaluated at the time a Preliminary PUD Plan, a combined Preliminary and Final PUD Plan, and/or Plat of Re-Subdivision is submitted for Lot 2 to determine whether utilizing the right-in/right-out on Rt. 59 along with the private drive provide for safe and efficient movement of traffic and access onto Rt. 59 for the future owners and users of Lot 2;
5. The "List of Permitted Uses for Lot 2" are approved in concept only and attached hereto as Exhibit F;
6. The construction plans and drawings submitted for a building permit for the memory care facility to be constructed on Lot 1 shall be consistent with the colors, materials, dimensions and height depicted on the Building Elevations;
7. Installation of a 10' wide bike path in-lieu of the required sidewalks within the Multi-Use Path Easement and the Rt. 59 R-O-W shall be completed as part of the Public Improvements for this Subdivision;
8. A 4' high black aluminum fence shall be installed along the north property line of Lots 2 & 3 subject to the Village Engineer's approval of the location;
9. Signage shall be reviewed and approved separately by the Community Development Director in accordance with the Sign Ordinance.
10. Landscaping must be installed within one year of the issuance of a building permit, weather permitting. If landscaping cannot be installed at the time of construction due to weather, an estimate from the landscape architect that prepared the Final Landscape Plan, or the signed agreement with a landscape contractor to complete all of the required landscape improvements when the weather permits shall be

submitted to the Community Development Department for review and approval by the Village Arborist, and a cash deposit, letter of credit or surety bond shall be posted with the Village in the amount of 110% of said estimated or contract amount to guaranty the future installation and completion of the landscape improvements in accordance with the Final Landscape Plan.

11. Creation of an Owner's Association and the execution and delivery of Covenants, Conditions and Restrictions for the Subject Property (CCR's) or a maintenance agreement in form acceptable to the Village Attorney that describe how the common access and storm water improvements on Lot 3 will be maintained, repaired and/or replaced and how those costs will be shared.

SECTION SEVEN: Upon failure or refusal of the Developer to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the Special Use Permit granted in Ordinance 2014-90, and restated in Section Five, the Final Plat approval granted in Section One, the Site/PUD Plan for Lot 1 granted in Section Four, and the Final Site/PUD Plan approval granted in Section Five of this Ordinance shall, at the sole discretion of the Corporate Authorities, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Corporate Authorities may not so revoke the Special Use Permit, the Final Plat, Site/PUD Plan, and/or the Final Site/PUD Plan approval for Lot 1 unless it shall first provide the Developer and the Owner of the Subject Property, and any mortgage lender of record with an unreleased mortgage lien against the Subject Property, with not less than two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Corporate Authorities, and provided that in the event Developer, and the Owner if applicable, are diligently pursuing the cure of any such non-compliance which cannot be reasonably cured within the time period specified by the Village the time to complete such cure shall be reasonably extended. In the event of revocation, the development and use of the Subject Property shall be governed solely by the regulations of the PD Zoning District, as the same may, from time to time, be amended. Further, in the event of such revocation of the Special Use Permit, the Final Plat, Site/PUD Plan, and/or the Final Site/PUD Plan approval, the Village Administrator and the Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Developer and the Owner acknowledge that it has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Developer, to the Owner, and to any unreleased mortgage holders of record required by this Section have been given.

SECTION EIGHT: SEVERABILITY. The various provisions of this Ordinance are to be considered as severable, and if any court of competent jurisdiction shall hold

any part or portion of this Ordinance invalid, such decision shall not affect the validity of the remaining provision of this Ordinance.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED this 19th day of May, 2015

APPROVED this 19th day of May, 2015

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2015-_____, enacted on May 19, 2015, and approved on May 19, 2015, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION – ARTIS SENIOR LIVING

CASE #14-08

LOT 2 IN DAVIS ASSESSMENT PLAT OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS STATE HIGHWAY ROUTE 59, ACCORDING TO SAID DAVIS ASSESSMENT PLAT RECORDED FEBURARY 16, 1945 AS DOCUMENT 473761, EXCEPT THE SOUTH 200 FEET THEREOF (AS MEASURED AT RIGHT ANGLES), AND ALSO EXCEPTING THEREFORM THAT PART CONVEYED FOR ROAD PURPOSES BY DOCUMENT NUMBER R92-75000, ALL IN DUPAGE COUNTY, ILLINOIS.

CONTAINING 10.088 ACRES MORE OR LESS.

ALSO DESCRIBED FOR SUVDIVISION PURPOSES AS FOLLOWS

THAT PART OF LOT 2 IN DAVIS ASSESSMENT PLAT OF PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 43 IN APPLE ORCHARD COUNTRY CLUB SUBDIVISION RECORDED AS DOCUMENT 990720; THENCE SOUTH 00 DEGREES 19 MINUTES 21 SECONDS WEST, 498.69 FEET ALONG A WEST LINE OF SAID APPLE ORCHARD COUNTRY CLUB SUBDIVISION AS MONUMENTED (BEING COINCIDENT THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9) TO THE NORTH LINE OF THE SOUTH 200 FEET OF LOT 2 IN THE AFORESAID ASSESSMENT PLAT; THENCE SOUTH 88 DEGREES 43 MINUTES 50 SECONDS WEST, 873.89 FEET ALONG SAID NORTH LINE OF THE EAST LINE OF ILLINOIS ROUTE 59 PER DOCUMENT R92-750000 (THE FOLLOWING 6 COURSES ARE ALONG SAID EAST LINE); THENCE NORTH 03 DEGREES 52 MINUTES 03 SECONDS WEST, 164.12 FEET; THENCE NORTH 86 DEGREES 07 MINUTES 57 SECONDS EAST, 15.00 FEET; THENCE NORTH 03 DEGREES 52 MINUTES 03 SECONDS WEST, 132.67 FEET; THENCE NORTHERLY, 181.99 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 22,853.32 FEET, THE CHORD OF SAID CURVE BEARING NORTH 03 DEGREES 38 MINUTES 22 SECONDS WEST; THENCE NORTH 86 DEGREES 35 MINUTES 19 SECONDS EAST, 10.00 FEET; THENCE NORTHERLY, 19.14 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 22,843.32 FEET, THE CHORD OF SAID CURVE BEARING NORTH 03 DEGREES 23 MINUTES 14 SECONDS WEST TO THE MONUMENTED SOUTH LINE OF KENROY'S APPLE ORCHARD RESUBDIVISION NO. 1 RECORDED AS DOCUMENT R75-021743; THENCE NORTH 88 DEGREES 43 MINUTES 50 SECONDS EAST, 884.50 FEET ALONG SAID MONUMNTED SOUTH LINE AND ALONG A MONUMENTED SOUTH LINE OF SAID APPLE ORCHARD COUNTRY CLUB SUBDIVISION (BOTH BEING COINCIDENT WITH THE NORTH LINE OF SAID LOT 2 IN DAVIS ASSESSMENT PLAT) TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

FINAL PLAT OF SUBDIVISION FOR ARTIS SENIOR LIVING OF BARTLETT

BEING A PART OF THE NORTHEAST QUARTER OF
SECTION 9, TOWNSHIP 40 NORTH, RANGE 9 EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY,
ILLINOIS.

THIS PLAT WAS SUBMITTED TO THE COUNTY
RECORDER FOR THE PURPOSES OF RECORDING BY:

(PRINT NAME)

(ADDRESS)

(ZIP CODE) (STATE) (CITY/TOWN)

ACCESS CONTROL COVENANT
THERE SHALL BE AT THE MOST ONE RESTRICTED
(RIGHT-IN/RIGHT-OUT) ACCESS DRIVEWAY TO IL
ROUTE 59 FROM LOT 1. THERE SHALL BE NO
VEHICULAR ACCESS TO IL ROUTE 59 FROM LOT 3
WHEN LOT 2 IS DEVELOPED, THE DEPARTMENT WILL
NOT PERMIT MODIFICATIONS TO THE RESTRICTED
ACCESS DRIVEWAY TO IL ROUTE 59 FROM LOT 1
AS NOTED HEREON.

ILLINOIS DEPARTMENT OF TRANSPORTATION CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS
DEPARTMENT OF TRANSPORTATION WITH RESPECT TO
ROADWAY ACCESS PURSUANT TO ARTICLE 2 OF "AN ACT
TO REVISE THE LAW IN RELATION TO PLATS", AS
AMENDED, A PLAN THAT MEETS THE DEPARTMENT'S
"POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE
HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

DISTRICT ENGINEER DATE _____

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

I, _____, COUNTY CLERK OF,
COUNTY, ILLINOIS, DO HEREBY
CERTIFY THAT THERE ARE NO DELINQUENT GENERAL
TAXES, NO UNPAID CURRENT GENERAL TAXES, NO
UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX
SALES AGAINST ANY OF THE LAND INCLUDED IN THE
SUBJECT PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL
STATUTORY FEES IN CONNECTION WITH THE SUBJECT
PLAT.

GIVEN UNDER MY HAND AND SEAL AT _____
COUNTY, ILLINOIS THIS ____ DAY OF
2015.

BY: _____
COUNTY CLERK

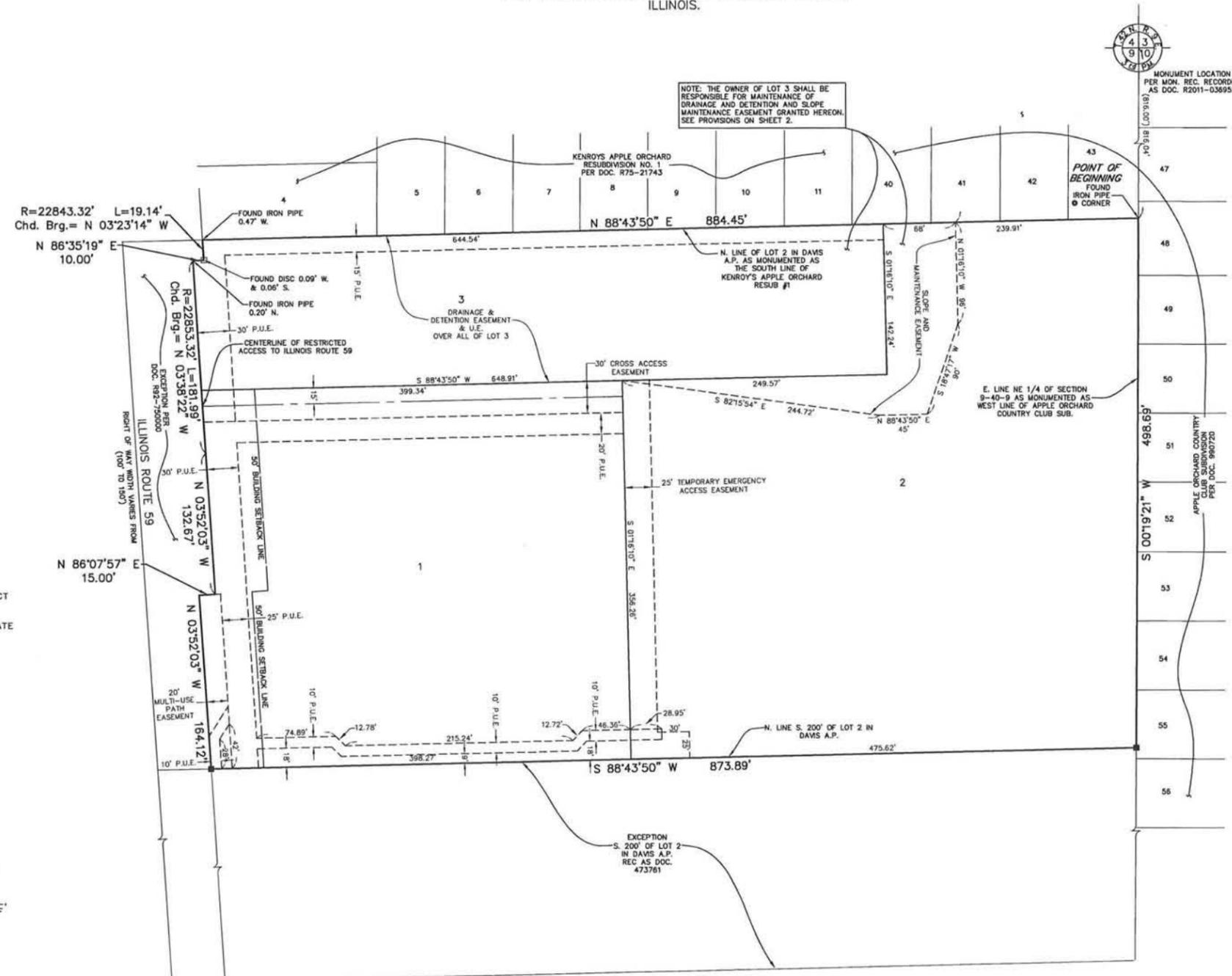
RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

THIS INSTRUMENT WAS FILED FOR RECORD IN THE
RECORDER'S OFFICE OF _____ COUNTY,
ILLINOIS, THIS DAY OF _____ 2015 AT O'CLOCK
_____.M. AND RECORDED IN MAP BOOK _____, PAGE
_____, AS DOCUMENT NO. _____.

BY: _____
COUNTY RECORDER

NOTE: THE OWNER OF LOT 3 SHALL BE
RESPONSIBLE FOR MAINTENANCE OF
DRAINAGE AND DETENTION AND SLOPE
MAINTENANCE EASEMENT GRANTED HEREON.
SEE PROVISIONS ON SHEET 2.



NOTES
3/4 INCH IRON PIPE SET AT ALL LOT CORNERS
AND POINTS OF CURVATURE UNLESS OTHERWISE
NOTED.
ALL MEASUREMENTS ARE SHOWN IN FEET AND
DECIMAL PARTS THEREOF.
DIMENSIONS SHOWN ALONG CURVES ARE ARC
DISTANCES.
DIMENSIONS ENCLOSED WITH () ARE RECORD
DATA. ALL OTHER DIMENSIONS ARE MEASURED.
ALL EASEMENTS ARE HEREBY GRANTED UNLESS
OTHERWISE NOTED.
P.U.E. - INDICATES PUBLIC UTILITY AND
DRAINAGE EASEMENT HEREBY GRANTED.
SEE PROVISIONS FOR DETAILS.
U.E. - INDICATES UTILITY EASEMENT HEREBY
GRANTED. SEE PROVISIONS FOR DETAILS.
THE BEARINGS SHOWN ARE BASED UPON THE
NORTH LINE OF SUBDIVISION BEING N 88°43'50\"/>

LEGEND
- SUBDIVISION BOUNDARY LINE
(Heavy Solid Line)
- LOT LINE/PROPERTY LINE
(Solid Line)
- ADJACENT LOT LINE/PROPERTY LINE
(Light Solid Line)
- EASEMENT LINE/LIMITS OF EASEMENT
(Short Dashed Line)
- CENTERLINE
(Single Dashed Line)
□ - FOUND CONCRETE MONUMENT
■ - SET CONCRETE MONUMENT



TOTAL AREA OF SUBDIVISION
10.088 ACRES
(MORE OR LESS)

PARCEL INDEX NUMBER
01-09-205-028 & 030

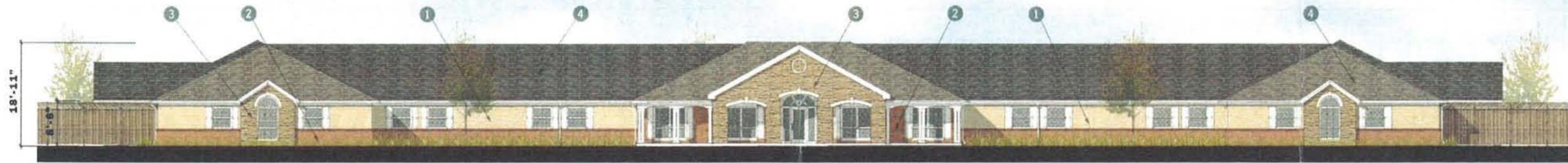
AREA SUMMARY
LOT 1 = 3.257 Ac.
LOT 2 = 4.707 Ac.
LOT 3 = 2.124 Ac.
TOTAL = 10.088 Ac.
(More or Less)

PREPARED FOR:
ARTIS SENIOR LIVING
1651 OLD MEADOW ROAD, SUITE 100
MCLEAN, VIRGINIA, 22102
(703) 281-0758

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 815001 FILE NAME: SUBPLAT
DRAWN BY: TL FLD. BK. / PG. NO.: 759
COMPLETION DATE: 1-8-15 JOB NO.: 815.001
PROJECT REFERENCE:
REVISED 2-19-15/TL PER REVIEW LETTER DATED 2-15-15
REVISED 3-5-15/TL LIMITS OF LOTS 2 & 3 AREA ETC.
REVISED 3-11-15/TL PER REVIEW LETTER DATED 3-10-15
REVISED 4-2-15/TL ADDITIONAL EASEMENTS
REVISED 4-7-15/TL ADD PRIVATE SLOPE & MAINTENANCE EASEMENT
REVISED 4-28-15/TL ACCESS CONTROL COVENANT
REVISED 5-5-15/TL PER REVIEW LETTER DATED 4-30-15

DRIVING PATH: P:\ISS001\Map\Survey\2015\Map\SUBPLAT.dwg
PLOT FILE CREATED: 10/12/2015 - 10:22 AM



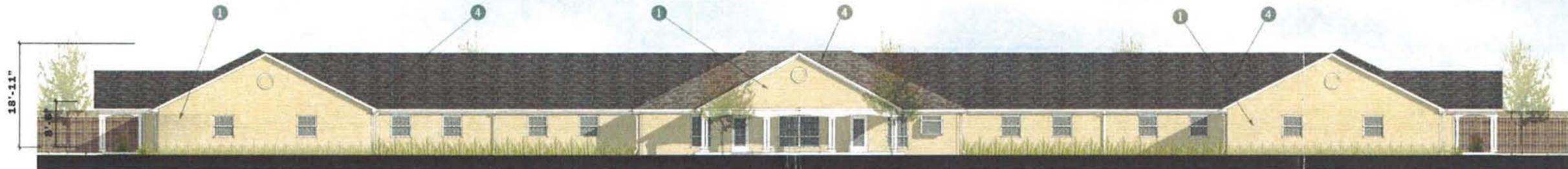
FRONT ELEVATION



SIDE ELEVATION



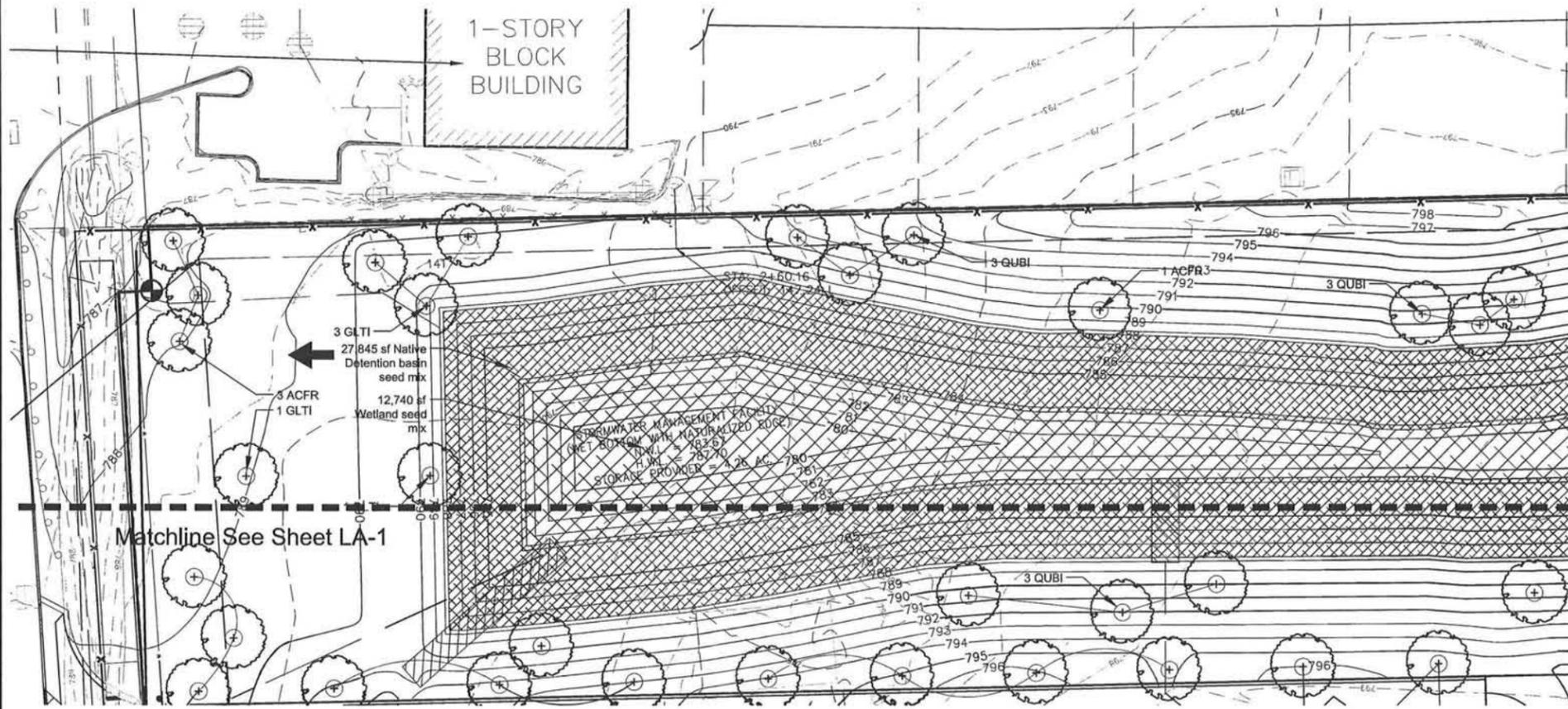
SIDE ELEVATION



BACK ELEVATION

- ① Vinyl Siding
- ② Brick Veneer
- ③ Cultured Stone
- ④ Asphalt Shingles

DRAWING NAME: C:\NDA\03-Projects\2014\N 14005-Artis Senior Living-Baltimore\01-Landscape Plans.dwg DATE PRINTED: Apr 08, 2014 - 9:56am



Plant Material List

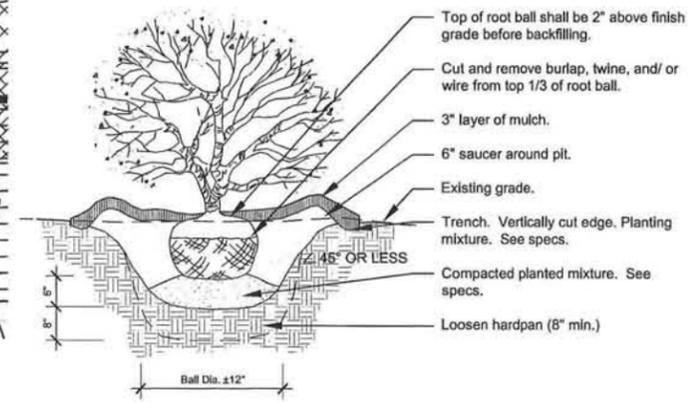
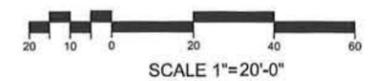
Qnt.	Symbol	Botanical Name	Common Name	Size	Cond.
4	ACFR	Acer freemani	Autumn Blaze Maple	2.5" Cal.	B&B
5	GLTI	Gleditsia tricanthos inermis	Skyline Honeylocust	2.5" Cal.	B&B
6	QUBI	Quercus bicolor	Swamp White Oak	2.5" Cal.	B&B

Seed Mixes:

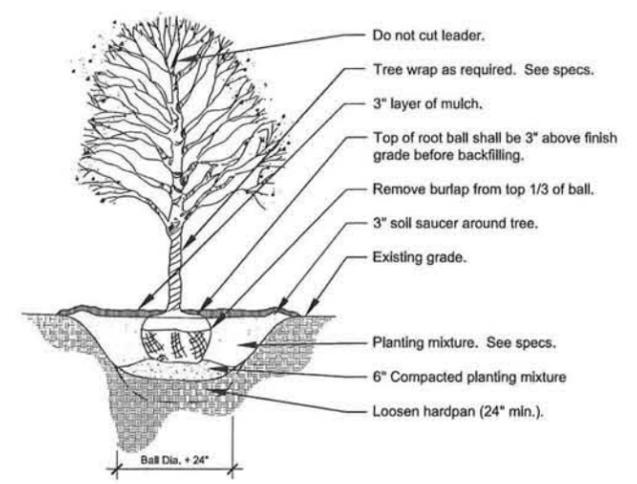
Native Detention Basin Seed Mix- Agrecol "Flood Plain" mix @ 8.00 PLS lbs/ac or equal

Wetland Seed Mix- Agrecol "Wetland Emergent" mix @ 4.00 PLS lbs/ac or equal

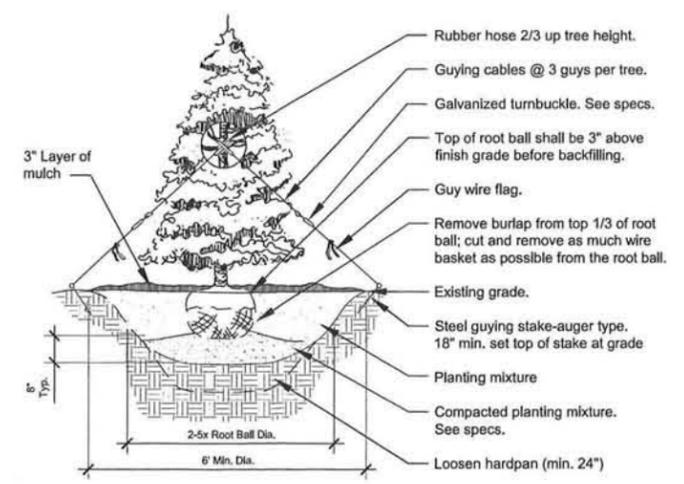
Matchline See Sheet LA-1



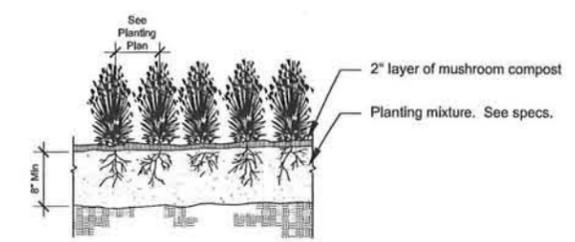
3 Shrub Planting Detail 3/4" = 1'-0"



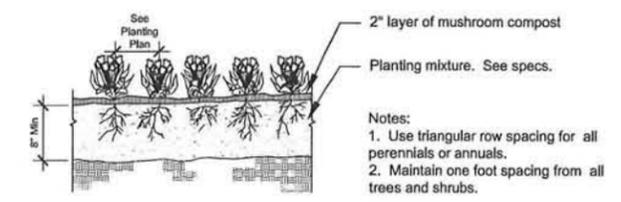
1 Deciduous Tree Planting 1/4" = 1'-0"



2 Conifer Tree Planting 1/4" = 1'-0"



4 Ornamental Grass Planting 1" = 1'-0"



5 Perennial / annual planting 1" = 1'-0"

Notes:
1. Use triangular row spacing for all perennials or annuals.
2. Maintain one foot spacing from all trees and shrubs.

Rev. No. 4	Revised Per City Final Review Comments	03/12/2015
Rev. No. 3	Revised Per City Final Review Comments	03/18/2015
Rev. No. 2	Revised Per City Final Review Comments	02/20/2015
Rev. No. 1	Revised Per City Comments	07/02/2014

nelson design associates inc.
189 Four Seasons Blvd
McLean, VA 22102
ph: 703.802.2000
www.nelsondesign.com

Artis Senior Living
1651 Old Meadow Road, Suite 100
McLean, Virginia 22102

Scale: as noted
North:
Drawn By: MN
Approved By: MN
Date: April 8, 2014
Job Number: 14005
Drawing Number:

LA-2

Preliminary Landscape Plan

Artis Senior Living of Bartlett

Proposed Permitted Uses for Future Lot 2:

1. Residential uses, including attached and detached single-family dwellings, duplexes, and multi-family dwelling units.
2. Offices, business and professional, including research facilities.
3. Medical and dental clinics.
4. Educational institutions (nonboarding).
5. Day care facilities.
6. Religious institutions.
7. Financial institutions and offices.
8. Health clubs and recreational facilities.
9. Nursing homes, sheltered care homes, intermediate care facilities, homes for the aged.
10. Retail uses.
11. Personal services.

RECEIVED
COMMUNITY DEVELOPMENT

JUL 23 2014

VILLAGE OF
BARTLETT



Agenda Item Executive Summary

Item Name Case #14-15 - Sanzeri's Subdivision Committee or Board Village Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

- (1) A request for a **REZONING** from ER-1 (Estate Residence District) to SR-2 (Suburban Residence District) and a request for a **PRELIMINARY/FINAL PLAT OF SUBDIVISION** to create two (2) detached single-family residential lots on 0.65 acres located on the south side of W. Railroad Avenue, west of S. Western Avenue, commonly known as 429 W. Railroad Avenue.
- (2) The **Plan Commission** reviewed the Petitioner's requests and conducted the public hearing at their meeting on April 9, 2015. The Commission recommended **approval** subject to the conditions and finding of fact outlined in the Staff Report.
- (3) The **Village Board Committee** reviewed the Rezoning and Preliminary/Final Plat of Subdivision at their meeting on May 5, 2015. The Committee forwarded the petition on to the Village Board for a final vote and Ordinance adoption.

ATTACHMENTS (PLEASE LIST)

Ordinance with Exhibits and the Staff Memo

ACTION REQUESTED

For Discussion Only _____

Resolution _____

Ordinance X

Motion: Move to approve Ordinance #2015-_____ An Ordinance Approving of the Rezoning from ER-1 to SR-2 and the Preliminary/Final Plat of Subdivision for Sanzeri's Subdivision.

Staff: Jim Plonczynski

Date: 5/8/15

COMMUNITY DEVELOPMENT MEMORANDUM

15-81

DATE: May 8, 2015
TO: Valerie Salmons, Village Administrator
FROM: Jim Plonczynski,  Com Dev Director
RE: **(#14-15) Sanzeri's Subdivision**

PETITIONER

Dana Sanzeri represented by Linda Sanzeri

SUBJECT SITE

South side of W. Railroad Avenue, west of S. Western Avenue, commonly known as 429 W. Railroad Avenue

REQUEST

Rezoning from ER-1 to SR-2; Preliminary/Final Plat of Subdivision to create two detached single-family residential lots.

SURROUNDING LAND USES

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Single-Family Residential	Suburban Residential (2-5 du/net acre)	ER-1
North	Railroad/SF Residential	Village Center Residential	SR-4
South	Single-Family Residential	Suburban Residential	SR-3
East	Single-Family Residential	Suburban Residential	SR-3
West	Church	Municipal/Institutional	ER-1

DISCUSSION

1. The Petitioner is requesting a Zoning Map Amendment (Rezoning) from ER-1 (Estate Residence District) to SR-2 (Suburban Residence District) and a Preliminary/Final Plat of Subdivision for a proposed two-lot residential subdivision on a 28,169 square-foot parcel (0.65 acres more or less).
2. The subject property is currently developed with a one-story, 900 square-foot, detached single-family house (built c.1935), a detached two-car garage, and a 20' x 12' detached shed. The Petitioner is proposing to demolish the existing structures to allow for the construction of two new single-family houses. The Petitioner has stated that she intends to construct a home on the western lot (Lot 1) and to market the eastern lot (Lot 2) for sale or as a built-to-suit property.

3. Lot 1 is 17,325 square feet. Lot 2 is 10,844 square feet. Both proposed lots meet the minimum standards for the SR-2 Zoning District with each lot exceeding the 80 ft. minimum lot width requirement and 10,800 sq. ft. minimum lot size requirement.
4. This project would result in a net density of 2.76 dwelling units/net acre and is consistent with the Comprehensive Plan which designates the area as "Suburban Residential, 2-5 dwelling units/net acre".
5. The Preliminary/Final Plat of Subdivision includes public utility and drainage easements along all property lines in accordance with the Subdivision and PUD Ordinance.
6. Since the subject property is less than 3 acres, no detention is required for this subdivision. However with the new DuPage County Stormwater Ordinance, PCBMPs (Post-Construction Best Management Practices) will be required on an individual lot basis if the new impervious area is more than 2,500 sq.ft. This will be reviewed by the Building and Public Works Departments during the building permit review process.
7. The existing house is connected to Village water and sewer service. A note on the Final Engineering Plans indicates that there is no surface visible evidence of a well and/or septic field(s). Proof that any private well and/or septic field(s) (if discovered during construction) have been abandoned in accordance with Cook County Health Department standards will need to be provided before any building permits can be issued.
8. There is an existing 5' concrete sidewalk that transitions to a deteriorating 5' asphalt path located within the public right-of-way adjacent to the property. In accordance with the West Bartlett Road Corridor Plan, and as part of this development, the existing 5' sidewalk/path will be replaced with an 8' asphalt path along the frontage of Lots 1 and 2. The new path will include a taper near the east lot line of Lot 1 to transition from the existing 5' concrete sidewalk.
9. The Engineering Plans are currently being reviewed.
10. New Bartlett Addresses will need to be assigned to the two lots.

RECOMMENDATION

1. Staff recommends approval of the Map Amendment (rezoning) and Preliminary/Final Plat of Subdivision for Sanzeri's Subdivision subject to the following conditions and finding of fact:
 - A. Staff approval of the Final Engineering Plans;
 - B. Assignment of new Bartlett addresses prior to the issuance of any building permits for Lot 1 and Lot 2; and
 - C. Proof that any private well and/or septic field(s) (if discovered during construction) have been abandoned in accordance with Cook County Health Department standards shall be provided prior to the issuance of any building permit for Lot 1 or Lot 2.

- D. Demolition of existing structures within 45 days after approval of the ordinance.
 - E. Finding of Fact (Rezoning):
 - i. The Map Amendment (rezoning) from ER-1 (Estate Residence District) to SR-2 (Suburban Residence District) and a Preliminary/Final Plat of Subdivision for a proposed two-lot residential subdivision for Sanzeri's Subdivision is consistent with the Village of Bartlett Comprehensive Plan.
2. The Plan Commission reviewed the Petitioner's requests and conducted the public hearing at their April 9, 2015 meeting. The Plan Commission recommended **approval** of the requests subject to the conditions and finding of fact outlined above by Staff.
3. The Committee of the Whole reviewed the Rezoning and Preliminary/Final Plat of Subdivision at their meeting on May 5, 2015. The Committee forwarded the petition on to the Village Board for a vote and Ordinance adoption.
4. The Ordinance and Exhibits are attached for your review.

rbg/attachments

x:\comdev\mem2015\081_sanzeri's subdivision_vb.docx

ORDINANCE 2015 – _____

**AN ORDINANCE APPROVING OF THE REZONING FROM ER-1 TO SR-2
AND THE PRELIMINARY/FINAL
PLAT OF SUBDIVISION FOR SANZERI'S SUBDIVISION**

WHEREAS, Linda Sanzeri on behalf of Dana Sanzeri (the "Owner" and "Developer"), has filed a petition to rezone and subdivide a 0.65 acre parcel of land which property is legally described in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Bartlett Plan Commission on April 9, 2015 conducted the public hearing on the rezoning from ER-1 Estate Residence District to SR-2 Suburban Residence District and reviewed the Preliminary/Final Plat of Subdivision for Sanzeri's Subdivision and recommended approval of the rezoning and preliminary/final plat of subdivision to the corporate authorities subject to certain conditions contained in their report.

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 property is hereby rezoned from the ER-1, Estate Residence Single Family District to the SR-2 Suburban Residence Single Family District and the official Zoning Map of the Village shall be amended to reflect said rezoning.

SECTION TWO: The Preliminary/Final Plat of Subdivision for Sanzeri's Subdivision prepared by Professional Land Surveying Inc. dated May 29, 2014 and last revised January 13, 2015 attached hereto as Exhibit B, and expressly made part of this

Ordinance (the "Preliminary/Final Plat") is hereby approved, subject to the following conditions which must be satisfied before the approval and/or execution by the Village of the final plat of subdivision for the Property:

1. Security for Public Improvements. Submittal of a performance and labor and material payment bond(s) or a letter of credit for the Public Improvements (hereinafter defined) in compliance with the Bartlett Subdivision & PUD Ordinance (the "Subdivision Ordinance) in such amounts as approved by the Village Engineer (110% of the engineer's estimate approved by the Village Engineer) in such form as approved by the Village Attorney to guaranty that the Public Improvements (hereinafter defined) will be completed and fully paid for on or before May 20, 2017.

2. Easements. Recording of easements approved by the Village Attorney and the Village Engineer for all drainage swales, detention and retention facilities and public utilities with appropriate access thereto. A blanket easement over, under, upon, across and through all common open space within the Property, and upon such portions of each lot in the proposed Subdivision as prescribed in the Subdivision Ordinance, for access for emergency vehicles and for access for maintenance, repair, replacement and customary servicing of all electrical lines, all sanitary sewer, storm drainage, stormwater detention and retention, and water main systems, telephone lines, natural gas supply systems, communication facilities and other utilities, shall be provided on all final plats in favor of the Village and all of the involved utility and communication companies, now or in the future receiving a Village franchise, their respective officers, employees and agents together with related emergency and service vehicles and equipment or an easement granted over, under, upon, across and through such portion of the common open space

and/or park site as is required by the Corporate Authorities in accordance with the Subdivision Ordinance.

3. Land and Cash Donations. The Developer shall comply with the provisions of the Subdivision Ordinance as amended from time to time and in effect at the time of application for a building permit, including, but not limited to, the Bartlett Donation Ordinance, by making a cash in lieu of land contribution for the Village, Police, Fire, Library, Park and School contributions in accordance with the formula set forth in the Subdivision Ordinance. In addition, the Developer shall pay the sum of \$140.00 per lot to the Village as its contribution to the Municipal Building Fund, payable at the time of application of a building permit for each lot.

4. Road Improvements. There are no road improvements as part of this development.

5. PICA and Protection of Public Improvements. Prior to the recording of the Final Plat of Subdivision for Sanzeri's Subdivision, the Developer shall have deposited with the Village guarantees that it will complete, pay for, and maintain the public improvements for a period of 24 months after acceptance of the public improvements by the Corporate Authorities, including, but not limited to, site grading and restoration, on-site and off-site (if any) underground improvements, all roadway improvements, street lighting, sidewalks, bike paths, parkway restoration and trees, and driveway approaches and all storm water facilities constructed in strict accordance with the final engineering plans approved by the Village Engineer for the Subdivision, and in accordance with the Subdivision Ordinance (the "Public Improvements") for each phase of the Development. Upon completion of the Public Improvements in each phase, and prior to their acceptance

by the Village Board, the Developer shall transfer title thereto to the Village by warranty Bill of Sale in the form prescribed in the Subdivision Ordinance and shall deposit a maintenance "security" in accordance with the Subdivision Ordinance. The Developer shall execute and deliver to the Village a Public Improvement Completion Agreement (the "PICA") in a form approved by the Village Attorney agreeing to construct and fully pay for all of the Public Improvements in strict accordance with the approved final engineering plans for the Subdivision, which agreement shall provide among other things in the event any Public Improvements, including, without limitation, streets, curbs, gutters, sidewalks, bike paths, street lights, sanitary sewers, storm sewers, water mains, hydrants, manhole covers or required landscaping are damaged as a result of the on-site or off-site construction activities of the Owner, Developer, affiliated development company or LLC or any of their respective contractors and/or sub-contractors, all such damage shall be promptly repaired, or caused to be repaired, to the Village's satisfaction by the Developer without cost to the Village. For purposes of the PICA, damage to any public or private improvements on or within 500 feet of the Property shall be presumed to have been the result of the Developer's construction activities unless the Developer proves the identity of the party who caused such damage. Failure to promptly repair such damage shall be grounds for the Village to withhold issuing building and occupancy permits to the Developer, its successors and assigns, for buildings in the Subdivision.

6. Engineering Approval. The Village Engineer's approval of the final engineering plans for the Subdivision, including final grades, drainage, best management practices for stormwater detention, public improvements and cost estimates.

7. Bike paths. An eight (8) foot bike path shall be provided on the south side

of Railroad Avenue across the frontage of the development as required in the Subdivision Ordinance. Bike paths shall be installed in accordance with the Engineering plans and Subdivision Ordinance.

8. Parkway Trees. Parkway trees shall be provided on the south side of Railroad Avenue spaced at intervals of 40-60 feet as required in the Subdivision Ordinance.

9. Addresses. The owner shall be required to have each lot assigned a new Bartlett address prior to the issuance of any building permits for Lots 1 and 2.

10. Private Well and Septic abandoned. That if discovered during construction on Lots 1 and 2, the owner shall provide proof that any private well and/or septic have been abandoned in accordance with Cook County Health Department standards.

11. Underground Utilities. The Developer shall furnish copies of written notices sent to all utility and communication companies of the need for the underground installation of all existing and new utilities and communication facilities and services, including telephone, electric and cable television, which must be installed prior to the construction of any improvements for the Subdivision.

12. Soil Erosion. An erosion control plan shall have been submitted by the Developer to the Village with the engineering plans for the Property which plans shall show the proposed sequence of any site grading, excavation and land balancing work to be performed and where dirt, fill or spoils will be piled or stored, and shall be subject to review and approval of the Village Engineer. All erosion control work and methods shall be specifically stated in the engineering and be specifically set forth in the Developer's bond or letter of credit, and in the event the Developer requests and early earth work

permit, the cost to remove all spoils piled and/or stored and to restore the site to its original condition shall be included in a separate bond or letter of credit posted with the Village in accordance with the procedure therefor set forth in the Subdivision Ordinance.

13. The Developer shall be current on its obligation to reimburse the Village for all invoiced attorney's fees and engineering fees.

14. Lots 1 and Lot 2 will have access to Railroad Avenue.

15. The owner will apply for the issuance of a demolition permit and demolish the existing home and out-buildings within 45 days of the approval of this ordinance and prior to the recording of the Final Plat of Subdivision.

SECTION THREE: The development of the proposed Subdivision shall be governed by the requirements of the Bartlett Building Code, the Bartlett Subdivision Ordinance and the Bartlett Zoning Ordinance except to the extent that they are expressly and specifically modified by this Ordinance, or other ordinances related to the Subdivision.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED this 19th day of May, 2015

APPROVED this 19th day of May, 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 May 19, 2015, and approved on May 19, 2015, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION – SANZERI'S SUBDIVISION

CASE #14-15

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD AND COMMENCING AT A POINT IN SAID SOUTHERLY LINE 711 FEET EAST OF, MEASURED ALONG SAID SOUTHERLY LINE, FROM THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH PARALLEL WITH SAID WEST LINE 220.8 FEET; THENCE SOUTHEASTERLY PARALLEL WITH SAID RIGHT OF WAY LINE 200 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE OF THE SOUTHEAST QUARTER, 220.8 FEET; THENCE NORTHWESTERLY ON SAID RIGHT OF WAY LINE 200 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PART FALLING WITHIN A STRIP OF LAND 100 FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST AND WEST QUARTER LINE OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING 998.91 FEET WEST OF THE EAST QUARTER CORNER OF SAID SECTION 33, (ALSO BEING IDENTIFIED AS THE INTERSECTION OF THE CENTER LINE OF SUTTON ROAD AND WEST BARTLETT ROAD); THENCE EAST ALONG THE EAST AND WEST QUARTER LINE OF SECTIONS 33 AND 34 AFORESAID, A DISTANCE OF 1881.16 FEET TO A POINT OF CURVE; THENCE IN A GENERAL SOUTHEASTERLY DIRECTION ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE NORTHEASTERLY AND HAVING A RADIUS OF 1868.56 FEET, A DISTANCE OF 872.83 FEET TO A POINT; THENCE IN A GENERAL SOUTHEASTERLY DIRECTION ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 366.04 FEET TO A POINT OF CURVE; THENCE IN A GENERAL EASTERLY DIRECTION ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE SOUTHERLY AND HAVING A RADIUS OF 2963.72 FEET A DISTANCE OF 920.49 FEET TO A POINT; THENCE IN A GENERAL EASTERLY DIRECTION ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 338.56 FEET TO A POINT OF CURVE; THENCE IN A GENERAL EASTERLY DIRECTION ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE NORTHERLY AND HAVING A RADIUS OF 2963.72 FEET, A DISTANCE OF 77.71 FEET TO A POINT, SAID POINT BEING 30 FEET SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AND 618.57 FEET WESTERLY OF THE INTERSECTION OF THE CENTER LINES OF RAILROAD AVENUE AND WESTERN AVENUE IN THE VILLAGE OF BARTLETT; THENCE IN A GENERAL EASTERLY DIRECTION ALONG THE CENTER LINE OF RAILROAD AVENUE AND RAILROAD AVENUE EXTENDED (THIS LINE BEING 30 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY) A DISTANCE OF 618.57 FEET TO THE INTERSECTION OF THE AFORESAID CENTER LINES OF RAILROAD AVENUE AND WESTERN AVENUE, IN COOK COUNTY, ILLINOIS.

PRELIMINARY/FINAL PLAT OF SUBDIVISION

SANZERI'S SUBDIVISION

EXHIBIT B



OWNER'S AND SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE LEGAL OWNER(S) OF THE LAND DESCRIBED ON THE SUBJECT PLAT, AND HAS (HAVE) CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH. ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID, TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE BOUNDARIES OF THE U-46 SCHOOL DISTRICT.
DATED THIS _____ DAY OF _____, 20__

OWNER(S)

NOTARY'S CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF COOK)

I HEREBY CERTIFY THAT _____ WHOSE NAME(S) IS (ARE) SUBSCRIBED IN THE FOREGOING CERTIFICATE IS (ARE) KNOWN TO ME AS SUCH OWNER(S).
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF 20__

NOTARY PUBLIC
SEAL
MY COMMISSION EXPIRES: _____

VILLAGE OF BARTLETT CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF COOK)

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, THIS _____ DAY OF _____, 20__

BY:
VILLAGE PRESIDENT

ATTEST:
VILLAGE CLERK

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF COOK)

REVIEWED BY THE PLAN COMMISSION OF THE VILLAGE OF BARTLETT, COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS THIS _____ DAY OF _____, 20__

BY:
PLAN COMMISSION CHAIRMAN

ATTEST:
PLAN COMMISSION SECRETARY

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT I, JEFFREY R. PANKOW, ILLINOIS PROFESSIONAL LAND SURVEYOR #3483 HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY AS SHOWN BY THIS PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION; ALL DIMENSIONS ARE IN FEET OR DECIMALS THEREOF.

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD AND COMMENCING AT A POINT IN SAID SOUTHERLY LINE 711 FEET EAST OF, MEASURED ALONG SAID SOUTHERLY LINE, FROM THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH PARALLEL, WITH SAID WEST LINE 220.8 FEET; THENCE SOUTHEASTERLY PARALLEL, WITH SAID RIGHT OF WAY LINE 200 FEET; THENCE NORTH PARALLEL, WITH SAID WEST LINE OF THE SOUTHEAST QUARTER, 220.8 FEET; THENCE NORTHWESTERLY ON SAID RIGHT OF WAY LINE 200 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PART FALLING WITHIN A STRIP OF LAND 100 FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST AND WEST QUARTER LINE OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING 998.91 FEET WEST OF THE EAST QUARTER CORNER OF SAID SECTION 33, (ALSO BEING IDENTIFIED AS THE INTERSECTION OF THE CENTER LINE OF SUTTON ROAD AND WEST BARTLETT ROAD); THENCE EAST ALONG THE EAST AND WEST QUARTER LINE OF SECTIONS 33 AND 34 AFORESAID, A DISTANCE OF 1881.16 FEET TO A POINT OF CURVE; THENCE IN A GENERAL SOUTHEASTERLY DIRECTION ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE NORTHEASTERLY AND HAVING A RADIUS OF 1868.56 FEET, A DISTANCE OF 872.83 FEET TO A POINT; THENCE IN A GENERAL SOUTHEASTERLY DIRECTION ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 366.04 FEET TO A POINT OF CURVE; THENCE IN A GENERAL EASTERLY DIRECTION ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE SOUTHERLY AND HAVING A RADIUS OF 2963.72 FEET, A DISTANCE OF 920.49 FEET TO A POINT; THENCE IN A GENERAL EASTERLY DIRECTION ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 338.56 FEET TO A POINT OF CURVE; THENCE IN A GENERAL EASTERLY DIRECTION ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE NORTHERLY AND HAVING A RADIUS OF 777.1 FEET TO A POINT, SAID POINT BEING 30 FEET SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AND 618.57 FEET WESTERLY OF THE INTERSECTION OF THE CENTER LINES OF RAILROAD AVENUE AND WESTERN AVENUE IN THE VILLAGE OF BARTLETT; THENCE IN A GENERAL EASTERLY DIRECTION ALONG THE CENTER LINE OF RAILROAD AVENUE AND RAILROAD AVENUE EXTENDED (THIS LINE BEING 30 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY) A DISTANCE OF 618.57 FEET TO THE INTERSECTION OF THE AFORESAID CENTER LINES OF RAILROAD AVENUE AND WESTERN AVENUE, IN COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D. 20__

ILLINOIS PROFESSIONAL LAND SURVEYOR #3483
LICENSE EXPIRATION/RENEWAL DATE: NOVEMBER 30, 2014

SURVEYOR'S NOTES:
IRON PIPES OR SURVEYOR'S NAIL ARE SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
ALL EASEMENTS ARE HERETOFORE DEDICATED UNLESS OTHERWISE NOTED.
ALL EASEMENTS DEPICTED ON THE PLAT MAP ARE FOR PUBLIC UTILITIES UNLESS OTHERWISE NOTED.

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF COOK)

I, _____ VILLAGE ENGINEER OF THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, CERTIFY THAT THE LAND IMPROVEMENTS FOR THE SUBJECT PLATTED AREA AS DESCRIBED IN THE PLANS AND SPECIFICATIONS
TITLED: _____ DATED _____
LAST REVISED _____ PREPARED BY: _____

MEET THE MINIMUM REQUIREMENTS OF THE VILLAGE OF BARTLETT.

DATED THIS _____ DAY OF _____, 20__

BY:

VILLAGE ENGINEER

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF COOK)

I, _____ COUNTY CLERK OF COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE SUBJECT PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE SUBJECT PLAT.

GIVEN UNDER MY HAND AND SEAL AT _____ COUNTY, ILLINOIS THIS _____ DAY OF _____, 20__

BY:

COUNTY CLERK

VILLAGE TREASURER CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF COOK)

I, _____ TREASURER FOR THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPOINTED AGAINST THE TRACT OF LAND INCLUDED ON THE SUBJECT PLAT.
DATED THIS _____ DAY OF _____, 20__

DATED THIS _____ DAY OF _____, 20__

BY:

VILLAGE TREASURER

UTILITY EASEMENTS APPROVED AND ACCEPTED

COMMONWEALTH EDISON

SIGNATURE: _____ DATE _____

PRINTED NAME: _____ TITLE _____

AT&T

SIGNATURE: _____ DATE _____

PRINTED NAME: _____ TITLE _____

NICOR

SIGNATURE: _____ DATE _____

PRINTED NAME: _____ TITLE _____

COMCAST

SIGNATURE: _____ DATE _____

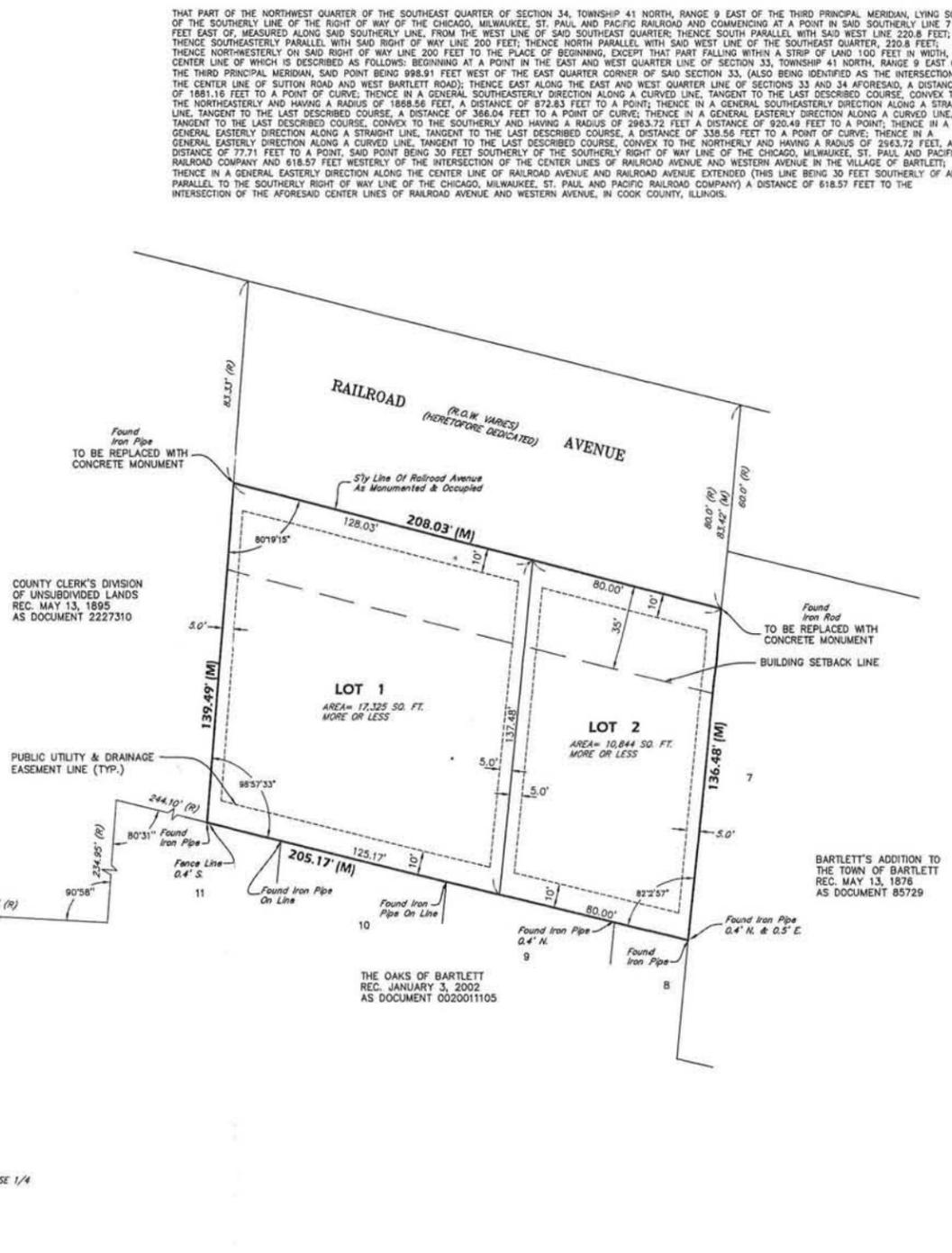
PRINTED NAME: _____ TITLE _____

COOK RECORDER'S CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF COOK)

THIS PLAT WAS FILED FOR RECORD IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS.
ON THE _____ DAY OF _____, A.D. 20__
AT _____ O'CLOCK _____ M., AS DOCUMENT NUMBER _____

RECORDER OF DEEDS



VILLAGE OF BARTLETT PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS
A PERPETUAL EASEMENT IS HEREBY GRANTED TO THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, ITS SUCCESSORS AND ASSIGNS, OVER, UPON, ACROSS, THROUGH AND UNDER THOSE PORTIONS OF THE ABOVE DESCRIBED REAL ESTATE DESIGNATED PUBLIC UTILITY EASEMENT ON THIS PLAT, FOR THE PURPOSE OF INSTALLING, LAYING, CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, RENEWING AND REPLACING, WATERMANS, SANITARY SEWER LINES, STORM SEWER LINES, STREET LIGHT CABLES AND ANY OTHER VILLAGE UTILITIES, TOGETHER WITH ALL APPURTENANT STRUCTURES, INCLUDING, BUT NOT LIMITED TO, MANHOLES, WET WELLS, LIFT STATIONS, FIRE HYDRANTS, VALVE VAULTS, STREET LIGHTS AND ANY AND ALL OTHER FIXTURES AND EQUIPMENT REQUIRED FOR THE PURPOSE OF SERVING THE ABOVE DESCRIBED REAL ESTATE WITH WATER SERVICE, SANITARY SEWER SERVICE, STORM WATER COLLECTION, STREET LIGHTING AND OTHER MUNICIPAL SERVICES AND FOR THE PURPOSE OF PROVIDING INGRESS TO AND EGRESS FROM THE PROPERTY SHOWN HEREON FOR EMERGENCY VEHICLES OF ANY AND ALL TYPES WHATSOEVER IN NO EVENT SHALL ANY PERMANENT BUILDING(S) BE PLACED UPON THE SAID EASEMENT AREAS, BUT THE EASEMENT AREAS MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER SUCH PURPOSES THAT DO NOT, AND WILL NOT IN THE FUTURE, INTERFERE UNREASONABLY WITH THE EASEMENT RIGHTS HEREBY GRANTED TO THE VILLAGE OF BARTLETT.

EASEMENT PROVISIONS
AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO:

COMMONWEALTH EDISON COMPANY, NICOR, COMCAST
AND
SBC - AMERITECH ILLINOIS A.K.A. ILLINOIS BELL TELEPHONE COMPANY, GRANTEEES.

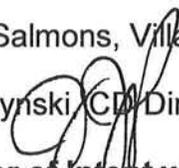
THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION), THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS"; AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREBY GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 602, AS AMENDED FROM TIME TO TIME.
THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "COMMON GROUND", "PARKING" AND "COMMON AREA". THE TERM "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.
RELOCATION OF FACILITIES WILL BE DONE BY GRANTEEES AT COST OF THE GRANTEE/LOT OWNER, UPON WRITTEN REQUEST.

PREPARED FOR: SANZERI
JOB ADDRESS: 429 W. RAILROAD AVENUE
BARTLETT, ILLINOIS
Professional Land Surveying, Inc.
3080 Ogden Avenue Suite 107
Lisle, Illinois 60532
Phone 630.778.1757 Fax 630.778.7757
DRAWN BY: JRP/SHH FLD. BK./PG. NO.: -
COMPLETION DATE: 05-29-14 JOB NO.: 138221
REVISED: 08-25-14/1-13-15

COMMUNITY DEVELOPMENT MEMORANDUM

15-084

DATE: May 7, 2015
TO: Valerie L. Salmons, Village Administrator
FROM: Jim Plonczynski,  Director
RE: IDOT Letter of Intent with Rt. 59 and Stearns Rd. Intersection design

MOST RECENT DISCUSSION

The Planning and Zoning Committee reviewed the three IDOT/DuPage County alternative design plans for the east leg of the Rt. 59 and Stearns Road intersection at their May 5, 2015 meeting. Trustee Reinke stated that the goal of this Committee review was to move forward on selecting a design, prepare a resolution to sign the IDOT Letter of Intent to vote on at the next meeting which designates to IDOT/DuPage Co. DOT the design of choice.

Discussion centered on traffic safety, continued access to the commercial area and impact on the surrounding residential neighborhood. Trustees voiced their opinions on which design was best for the Village and would serve both the commercial area and the residential neighborhood the best.

There was also discussion on the traffic signal at Norwood Lane and the two cost estimate alternatives for the project of \$620,545.86 and \$870,093.86. There was agreement among the Trustees to have additional traffic counts and a traffic impact analysis on the entire residential neighborhood before continuing discussion on this issue.

A straw poll was taken on the three alternative plans with the following results;

- Original IDOT intersection design – 3 votes,
- 1st Revision to the original design – 2 votes,
- 2nd Revision to the original design – 2 votes.

Staff was directed to prepare a Resolution approving of the preferred design to include in the IDOT Letter of Intent for a vote.

PREVIOUS DISCUSSIONS

The Planning and Zoning Committee reviewed a revised IDOT/DuPage County design plan for the east leg of the Rt. 59 and Stearns Road intersection improvements at their April 7, 2015 meeting (see attached 2/26/15 Striping/Access Plan).

The discussion at this meeting focused on a design alternative that eliminated the left turn movement into the Brewster Creek Shopping Center, allowed a left turn into the daycare center and allowed a left turn out of the shopping center during non-peak hours. This alternative maintained the southbound dual left turn design. Several Trustees were in favor of this design as was the Police Chief and the Village's Traffic Consultant. This design alternative met with resistance from the Brewster Creek Shopping Center owner who believed that taking away the left turn in would hurt the center's business. There was also direction from the Trustees to provide a more firm cost estimate for the traffic signal/road improvements to Norwood Lane. Staff worked with Bollinger, Lach & Associates, Inc. to put a more detailed cost estimate together for the traffic signal at Norwood Lane. Two alternatives were put together depending on whether IDOT will require pedestrian crossings or not (see attached estimates of cost Alternates 1 and 2).

The Trustees wanted to have an additional discussion on this alternative with the traffic signal/road improvement cost estimates.

The Village Board Committee discussion at the March 3, 2015 meeting focused on a design alternative that allowed for a dedicated left turn movement into the Brewster Creek Shopping Center, the new Walgreens's and the child day care facility. This design was proposed by the DuPage County Highway Department after a letter requesting an evaluation of an alternative design that allows access out of the shopping center was sent by the Village. (see attached Revised Design Plan of Stearns Road East of Rt. 59 Plan). An additional condition of this design is that the Village pass an ordinance restricting left turn movements out of the shopping center during peak hours.

Trustees expressed concerns over the safety of this left turn movement and the ability of the traffic flow to allow the turn movement to be made without congestion at the shopping center driveway. The Police Chief expressed concern over this design as he believed the left turn in movement was not safe due to the speed of traffic and turning across four lanes of traffic. The Village's traffic consultant also had concerns with this design as he felt that if there is only a single left turn southbound, traffic would back up and block the left turn into the shopping center during peak traffic hours.

As an alternative to the proposed roadway design, the Village's traffic consultant suggested a traffic signal at Rt. 59 and Norwood Lane. This signal would allow another

safe ingress and egress to the commercial shopping area and for the residents of Braintree Lane.

Village resident Richard Lewis spoke at the meeting and indicated that the revised design would not have much of an affect for the Braintree Lane residents but believed that the traffic signal at Norwood Lane would help.

Shopping Center owner, Dennis Cortesi spoke in favor of the revised design, suggesting that it helps all of the businesses in that area as well as providing for a safer entrance into the center.

ORIGINAL DISCUSSION

IDOT officials and their consulting engineer presented the proposed Rt. 59 and Stearns Road intersection improvements at the August 17, 2014 Village Board Committee meeting (see attached Original Design Plan). At that meeting several concerns were expressed by the Village Trustees related to the access to the Home Depot and Brewster Creek Shopping Center and the impact on the residents of Braintree Lane in the Bartlett Estates neighborhood.

The proposed IDOT plans showed that the left turn from Stearns Road into the Brewster Creek Shopping Center would be eliminated and that access would be from the Rt. 59 entrances to the shopping center, Norwood Lane and westbound from Stearns Road with a right-in right-out access.

After that presentation and a subsequent public meeting held by IDOT, the shopping center owner with support of the Village requested that IDOT and DuPage County re-examine the Stearns Road access to the shopping center. DuPage County and IDOT traffic engineers followed up on the request and submitted an alternate design of the Stearns Road east leg of the intersection.

At the request of the Village and the Brewster Creek Shopping Center owner, IDOT and the DuPage County Division of Transportation revised the east leg of the Rt. 59 and Stearns Road intersection improvements to provide for a left turn movement from Stearns Road into the new Walgreen's and the Brewster Creek Shopping Center. In addition to this revised plan the County is requesting that the Village adopt an ordinance restricting peak hour left turn lane movement from the shopping center access point.

The revised access drawing was reviewed by Staff and Brent Coulter, the Village's traffic consultant. As with any plan to revise a complicated access problem there are concerns expressed with the revisions. This revised set of plans provides for an ingress and egress to the shopping center and the new Walgreen's which is an improvement

over the existing conditions. However, there are still some traffic movement conflicts with entering the shopping center during peak hours and crossing the additional lanes of traffic that will be constructed with the intersection improvement.

A proposed additional improvement to the Rt. 59 project which has not yet been requested of or reviewed by IDOT is to add a new traffic signal at Norwood Lane and Rt. 59. This new traffic signal would provide controlled access to and from the commercial and residential area. This signal improvement, along with limiting the east bound traffic into Bartlett Estates by installing "Do Not Enter" signs just east of the commercial area would help alleviate the resident's concerns with the traffic flow through Braintree Lane.

REQUESTED ACTION

Approve the attached Resolution authorizing the Village President to sign the IDOT Letter of Intent dated January 23, 2015 with the preferred alternative design for the east leg of Stearns Road.

RESOLUTION 2015 - _____

**A RESOLUTION APPROVING THE LETTER OF INTENT BETWEEN IDOT
AND THE VILLAGE OF BARTLETT FOR THE RT. 59 AND STEARNS ROAD
INTERSECTION IMPROVEMENT PROJECT AND PREFERRED DESIGN
FOR THE EAST LEG OF SAID INTERSECTION**

WHEREAS, the Illinois Department of Transportation ("IDOT"), has prepared Preliminary Phase I Engineering Plans for the Rt. 59 and Stearns Road Intersection Improvement Project (the "Project"); and

WHEREAS, IDOT has prepared said plans with certain intersection design revisions from its original concept plans and has incorporated those design plans into a Phase I Engineering Study; and

WHEREAS, IDOT has requested that the Village of Bartlett sign a Letter of Intent for the Project which authorizes and commits the Village to pay for certain additional intersection improvements, including sidewalk, shared use path, and emergency pre-emption requested by the Village (the "Additional Village Intersection Improvements"), and has requested that the Village select a preferred design for the east leg of the Rt. 59 and Stearns Road intersection (the "Intersection") so that the Village's preferred design can be incorporated into Phase 2 Engineering Plans for the Project; and

WHEREAS, the Letter of Intent provides that the estimated additional cost for the Additional Village Intersection Improvements is \$42,723 and commits the Village to pay the final cost of the Additional Village Intersection Improvements; and

WHEREAS, the corporate authorities of the Village have selected the Original IDOT Design (Option 1) for the east leg of the Intersection as hereinafter defined and which is depicted on Exhibit B attached hereto;

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

SECTION ONE: That the Letter of Intent between IDOT and the Village of Bartlett for the Rt. 59 and Stearns Road Intersection Improvement Project containing the Additional Village Intersection Improvements (including shared path, sidewalk and pre-emption device), a copy of which is attached hereto as Exhibit A, with design revisions for the east leg of the Intersection described on page 5 of the Letter of Intent under the heading "Comments", and which design revisions are depicted on Exhibit B attached hereto, entitled "Original Design Plan – Stearns Road East of Route 59" (hereinafter alternatively referred to as the "Original IDOT Design (Option 1)", are hereby approved.

SECTION TWO: The Village President is authorized and directed to sign the Letter of Intent attached hereto as Exhibit A declaring the Village's preferred design for the east leg of the Rt. 59 and Stearns Road intersection to be the Original IDOT Design (Option 1) attached hereto as Exhibit B, on behalf of the Village.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 19, 2015

APPROVED: May 19, 2015

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, hereby certify that I am the Village Clerk and keeper of records of the Village President and Board of Trustees of the Village of Bartlett and that attached hereto is a true and correct copy of that certain Resolution 2015 - _____ adopted at the regular meeting of the Village President and Board of Trustees of the Village of Bartlett held on May 19, 2015.

Lorna Giles, Village Clerk



Illinois Department of Transportation

Division of Highways / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

RECEIVED
COMMUNITY DEVELOPMENT

January 23, 2015

JAN 29 2015

The Honorable Kevin Wallace
Village President
Village of Bartlett
228 South Main Street
Bartlett, IL 60103-4495

VILLAGE OF
BARTLETT

Dear Village President Wallace:

The Illinois Department of Transportation (Department) has completed preliminary engineering and environmental studies (Phase I) for the improvement of IL 59 at Stearns Road. This improvement is included in the Department's FY 2015-2020 Proposed Multi-Modal Transportation Improvement Program. Our current engineering efforts are targeted to enable a contract letting in the early years of our current multi-year program contingent upon plan readiness, land acquisition, and funding availability through our future annual legislative appropriations. This will serve as a Letter of Intent between the Village of Bartlett (Village) and the Department confirming your concurrence with the proposed improvement plan and the cost participation responsibilities for the subject project.

The general scope of work for this improvement consists of the addition of dual left turn lanes on the north, west and south legs of the intersection, right turn lanes on the north, east and west legs, traffic signal replacement, pedestrian and bicyclist accommodations, and drainage improvements. A CD containing the approved project report is enclosed for your information. This scope of work was discussed in greater detail at an initial meeting on April 28, 2014, a subsequent meeting on July 16, 2014, a presentation to the Village Board on August 19, 2014, and at the public meeting held on September 25, 2014.

Based on previous coordination with the Village specific items identified by the Department requiring cost participation by the Village include emergency vehicle pre-emption (EVP) devices as well as bicyclist and pedestrian accommodations. Additional discussion regarding roadway lighting and utility relocation is included for your information.

Emergency Vehicle Pre-emption (EVP) Devices

There are existing emergency vehicle pre-emption (EVP) devices on the traffic signals at the intersection of IL 59 and Stearns Road. The estimated cost to reinstate the EVP devices after the traffic signal replacement is \$6,900, including a 15% engineering fee. The financial responsibility for the EVP devices for this improvement and any future improvements requiring modifications to the traffic signals, including maintenance and energy costs, shall be borne by the Village.

Bicyclist and Pedestrian Accommodations

As described in the attached Exhibit A, the Department is responsible for 100% of the cost for removal and replacement of existing sidewalk/paths affected by the roadway improvements. The existing five foot wide concrete sidewalk on the north side of Stearns Road from Sayer Road to IL 59 will be replaced with an eight foot wide, hot mix asphalt (HMA) shared-use path. The existing eight foot concrete shared-use path on the north side of Stearns Road from IL 59 to Braintree Lane will be replaced with an eight foot wide, HMA shared-use path. The existing five foot wide concrete sidewalk on the south side of Stearns Road from IL 59 to Braintree Lane will be replaced in kind.

According to Department policy, additional shared-use path and/or sidewalk is required to accommodate bicyclists and pedestrians along, or short distances outside of, the project limits if the local agency is willing to participate in cost sharing and take maintenance responsibilities for the shared-use path. The local cost share for new pedestrian and bicyclist facilities is 20% of the construction cost, plus a 15% engineering fee.

Based on the locations discussed in our meetings of April 8, 2014 and July 16, 2014, the proposed improvement accommodates 2,350 feet of additional five foot wide concrete sidewalk on the west side of IL 59 from Apple Valley Drive to the shopping center drive 700 feet north of Stearns Road, and on the south side of Stearns Road from Sayer Road to IL 59. The estimated cost of the new sidewalk is \$82,250. The Village's portion for the new sidewalk would be \$18,918, including a 15% engineering fee. The project also accommodates 2,100 feet of new 8 foot wide HMA shared-use path on the east side of IL 59 from Apple Valley Drive to Norwood Lane. The estimated cost of the new shared-use path is \$73,500. The Village's portion of the new path would be approximately \$16,905, including a 15% engineering fee. If the Village is willing to include these bicyclist and pedestrian accommodations as part of this improvement, in addition to their share of the costs associated with construction, the Village must agree to accept long-term responsibility for the administration, control, reconstruction and maintenance of the shared-use path.

If the Village chooses not to participate in the bicyclist or pedestrian accommodations, the Department requests that a local resolution indicating their non-participation be sent to the Department (see enclosed example). Without local agency cost participation, the Department will consider a means to accommodate bicyclist and pedestrian facilities in the future. At this time, this consists of the proposed installation of a 10 foot wide shelf along IL 59 from Apple Valley Drive to Norwood Lane on the east side, and to the shopping center drive on the west side. In the future, a path or sidewalk could be installed on the shelf via permit at 100% local cost.

Roadway Lighting

The existing roadway lighting, which is owned and maintained by ComEd, is in conflict with the proposed improvement. The existing lighting does not meet Illuminating Engineering Society (IES) Standards and should be removed or upgraded to current standards. It is our understanding that the Village has a lighting agreement with COMED.

The Village will need to request that ComEd pursue the removal of the existing substandard lighting. In the April 2014 meeting, the Village declined to update the lighting. Therefore, the intersection will not be lit with this improvement.

Utility Relocation

Public utilities, installed in the highway right-of-way via permit and requiring relocation, will be relocated at no expense to the Department. The Village will be responsible for relocation of its facilities in conflict with the IL 59 at Stearns Road improvements. Facilities subject to the previously stated condition may include, but may not be limited to watermain and fire hydrants as well as storm, sanitary and/or combined sewers. A potential for conflicts exists with a fire hydrant on the west side of IL 59 in front of the BP Gas Station. The estimated cost to relocate the fire hydrant is \$3,000. A more detailed study of conflicts will be initiated during Phase II, contract plan preparation.

Summary of Estimated Costs

The estimated total cost responsibility for the Village, based on the available information collected during the Phase I process is approximately \$42,723 as outlined in the following table.

Improvement	Village Cost	Engineering Fee (15%)	Total Village Cost
Emergency Vehicle Pre-emption Devices	\$6,000	\$900	\$6,900
Sidewalk	\$16,450	\$2,468	\$18,918
Shared-use path	\$14,700	\$2,205	\$16,905
Total Village Costs			\$42,723

At the end of this Letter of Intent, there is an area where you can state your concurrence to the cost participation items outlined above. This Letter of Intent will be used as a basis during Phase II, contract plan preparation, to develop a project agreement between the Village and the Department. Please return an original signed copy of this letter within 90 days so we may maintain our project schedule.

The Honorable Kevin Wallace
January 23, 2015
Page 4

If you have any questions or need additional information, please contact me or Kimberly Murphy, Consultant Studies Unit Head, at (847) 705-4791.

Very truly yours,

A handwritten signature in blue ink, appearing to read "John Fortmann".

John Fortmann, P.E.
Deputy Director of Highways,
Region One Engineer

Attachments

cc: Valerie Salmons, Village Manager
Jim Plonczynski, Community Development Director

The Honorable Kevin Wallace
January 23, 2015
Page 5

Project and Environmental Studies
IL 59 at Stearns Road
Village of Bartlett, DuPage County

Concur with project scope:
 Yes
 No

Concur with EVP devices scope,
costs, and long-term maintenance:
 Yes
 No

Concur with sidewalk scope, costs,
and long-term maintenance:
 Yes
 No

Concur with shared-use path scope,
costs, and long-term maintenance:
 Yes
 No

Name: Kevin Wallace

Signature: _____

Title: Village President

Date: 5/19/2015

Comments:

The Village of Bartlett concurs with the project scope for the intersection improvements to Route 59 and Stearns Road, which consists of dual left turn lanes on the north, south, east and west legs, right turn lanes on the north, east and west legs, traffic signal replacement, pedestrian and bicyclist accommodations and drainage improvements.

** Please be advised that the Village's preferred design alternative to the east leg of the intersection is the dual left turn and right turn design as originally proposed by IDOT as shown in the diagram attached to this letter as Exhibit B.

Exhibit "A"

TRAFFIC SIGNAL PARTICIPATION

The cost participation associated with traffic signal installation, modernization, or relocation will be in accordance with 92 Ill. Adm. Code 544 "Financing of Traffic Control Signal Installations, Modernization, Maintenance, and Operation on Streets and Highway under State Jurisdiction."

Traffic signals may be installed only where conditions meet warrants established in the current Illinois Manual on Uniform Traffic Control Devices. If a new signal installation is warranted, it may be included within the roadway improvement.

Current IDOT policy requires that IDOT and Local Agency (ies) share the responsibility for installation, modernization, and relocation of traffic signals. The installation, modernization, and relocation of pedestrian signals associated with traffic signal improvements will also require the Department and Local Agency (ies) to share financial responsibility. The eligible share of the cost to each agency will be in proportion to the number of intersection approaches that the agency maintains. Generally, traffic signal costs are 80% Federal and 20% non-Federal based on established cost participation policy (90% Federal and 10% non-Federal for safety projects). IDOT will participate in the non-Federal portion for the State-owned legs of an intersection. At locations where all legs of an intersection are State-owned, IDOT will participate in 100% of the cost of the traffic signal installation, modernization, or relocation. Closely spaced new or modernized traffic signals within the improvement limits generally require signal coordination or hardware interconnection for the purpose of providing vehicle progression. IDOT will be financially responsible for 100% of coordination or interconnection costs.

IDOT will be financially responsible for 100% of the installation and modernization of traffic signals at ramp terminals of ramps connecting to or from a State highway.

The entire cost of installing push button ("Fire pre-emption") and emergency vehicle pre-emption equipment is the responsibility of the requesting local fire district or municipality.

The entire cost of installing, modernizing, relocating, maintaining and energizing private benefit signals is the responsibility of the private benefit agency being served by the traffic signals. However, IDOT will enter into a formal agreement for a private benefit signal installation only with the local jurisdictional or governmental agency.

It should be noted that an agency involved might voluntarily assume responsibility for another agency's share of the cost in order to expedite the installation or modernization.

When warrants are met for school crossing signals at public road intersections, the eligible share to each agency for the installation and modernization cost shall be split on a 50/50 basis or in proportion to the number of intersection approaches that each agency maintains.

TRAFFIC SIGNAL MAINTENANCE

At intersections lying wholly outside the Corporate Limits of any municipality, IDOT will be responsible for the maintenance of the signals.

At intersections lying wholly or partially within the Corporate Limits of one or more municipalities, IDOT will assume the following costs for the maintenance of traffic signals on State highways within municipalities:

- (A) The total costs for all signals at the intersections of two or more State highways.
- (B) The total costs for all signals at the intersections along State highways that have an average daily traffic in excess of 35,000 vehicles per day as shown on the latest published edition of the traffic volume (AADT) map. The District Engineer will determine the limits of this section within the municipality.
- (C) The total costs for all signals located at the terminals of ramps connecting to or from a State highway.
- (D) At all other intersections IDOT and the municipalities will share in the cost of signal maintenance. The cost to the municipalities will be in proportion to the number of approaches that they maintain.

ENERGY CHARGES

The division of financial responsibility for the energy charges will be as follows:

- (A) At intersections lying wholly outside the Corporate Limits of any municipality, IDOT will pay the energy charges for the operation of the signals.
- (B) At intersections lying wholly within the Corporate Limits of a municipality, IDOT and the municipality will share the energy charges according to the proportionate number of intersection approaches maintained by each agency.
- (C) At intersections lying partially within the Corporate Limits of one or more municipalities, the municipalities will be responsible for the energy charges.

Traffic Signal Master Agreements, consummated by IDOT, give municipality defined maintenance and energy responsibilities required for the operation of traffic signals. New traffic signal improvements shall contain maintenance and energy provisions in the improvement agreement adding the new traffic signals to said Master Agreement. Existing traffic signals to be modernized or relocated, shall contain maintenance and energy provisions in the improvement agreement indicating traffic signal maintenance and energy responsibilities for given traffic signal(s) shall continue to be as outlined in the Master Agreement. Certain circumstances, such as jurisdictional transfers of roadway segments affecting signalized intersections with the improvement limits, could result in a revision to maintenance and energy responsibilities contained in the Master Agreement for a given traffic signal(s). An amendment to the Master Agreement would be required.

IDOT does not share in maintenance costs for school crossing signals unless specified otherwise in the Master Agreement or if the school crossing signals are installed at public road intersections for which the maintenance costs shall be shared in proportion to the number of intersection approaches that each agency maintains.

PARKING LANES

If a new parking lane is added, IDOT will participate in 50% of the cost if the ADT is greater than 5,000 vehicles per day and if the pavement composition and lane width meets the IDOT criteria. The municipality would assume the total cost (100%) of the parking lane if the pavement composition or lane width does not meet IDOT criteria or if the ADT is less than 5,000 vehicles per day.

If an exclusive existing parking lane requires resurfacing, IDOT will participate in 50% of the milling and resurfacing costs for parking with lane widths equal to or less than the adjacent travel lanes. The municipality will assume the total cost (100%) of the milling and resurfacing costs for that portion of the parking that is greater than the width of the adjacent travel lane. The municipality will also assume 100% of any base repair cost for the entire width of the existing parking as well as any patching and curb and gutter repairs. If the municipality declines to participate, a very minimal amount of resurfacing would be done IDOT expense. (Minimal amount of resurfacing is defined as a taper across the parking lane ranging from approximately 1½ inch thick adjacent to the through lane to 1 inch or less adjacent to gutter line).

IDOT will assume the total cost (100%) associated with the milling and resurfacing of parking lanes when parking is eliminated during one or more peak hours.

The municipality is responsible for the total cost (100%) of reconstructing existing parking and any adjacent curb and gutter.

The State will not consider an improvement of a State-maintained highway unless the proposed parking or existing parking adjacent to the traffic lanes is parallel parking except as provided under Chapter 95 1/2 Art. 11-1304(c) (Illinois Revised Statutes).

Parking prohibition ordinances will be required through areas where there are no parking lanes.

ROADWAY MAINTENANCE

The State will assume the maintenance cost associated with the through traffic lanes, turning lanes, and the curb and gutter adjacent to these traffic lanes. The municipality will assume the maintenance cost associated with all other facilities including but not limited to items such as storm sewers, parkways, exclusive parking lanes, curb and gutter adjacent to the parking lanes, sidewalks, landscape features, appurtenances, etc.

UTILITY RELOCATION

Municipal utilities, installed by permit and requiring relocation, will be relocated at no expense to the Department.

Municipal utilities installed prior to the Department's assuming maintenance of the roadway will be relocated, if required, at IDOT expense.

The cost of any improvement to, or betterment of municipal utilities, would be the entire financial responsibility (100%) of the local agency.

ROADWAY LIGHTING

Existing highway lighting that is owned and maintained by the municipality, will be relocated and upgraded to current standards. New lighting, proposed by the municipality, may be incorporated into the total improvement plans.

The cost of the above work would be the entire financial responsibility of the local agency.

PEDESTRIAN AND BICYCLE FACILITIES

Sections 17 Bicycle and Pedestrian Accommodations and 48-2.04 Sidewalks of the IDOT Bureau of Design and Environment Manual establish the criteria to determine pedestrian and bicycle needs. Maintenance responsibilities as well as State and local agency participation toward the cost of these facilities included as part of a roadway construction contract on a State route shall be in accordance with Sections 5-03 and 5-05 of the Bureau of Design and Environment Manual as follows.

Maintenance Responsibilities – The Municipality will maintain any new or replacement sidewalks the Department provides in conjunction with the highway improvement project, excluding those constructed on structures. The Municipality will also maintain any bicycle paths associated with the State highway project other than that portion of the bicycle path carried on state structures. The State will assume the maintenance responsibilities for On-Road Bicycle Lanes or Wide Outside Lane and Widened Shoulders constructed as bicycle accommodations.

Cost Participation

1. New and Deteriorated Sidewalks – Use the criteria in Chapters 17 and 48 to determine the warrants for sidewalks. If these criteria are met and the Local Agency agrees to maintain the sidewalks, proportion the improvement costs associated with new or deteriorated sidewalks as follows:
 - a. New Sidewalks – Proportion the cost between the State and Local Agency at 80/20 for new sidewalks within the project termini or for short distances outside the project termini as may be required to connect sidewalks to significant pedestrian generators (e.g., schools, transit facilities). The Phase I Study Report will document the need for sidewalk construction.
 - b. Deteriorated Sidewalks – The Local Agency will pay 100% of the cost to remove existing deteriorated sidewalks. Proportion the cost 80/20 between the State and Local Agency for deteriorated sidewalk replacement when associated with a highway project. Local Agency will pay 100% of the cost of decorative sidewalks.
 - c. Sidewalk Removal and Replacement – The State is 100% financially responsible for removing and replacing existing sidewalks if such a need is caused by the construction of an IDOT highway improvement.
2. Bicycle Accommodations – Use the criteria in Chapter 17 to determine the warrants for bicycle accommodations. If these criteria are met and the Local Agency agrees to maintain the bicycle accommodation as appropriate, proportion the improvement costs associated with the bicycle accommodations as follows:

- a. On-Road Bicycle Lanes – Proportion the cost 80/20 between the State and Local Agency for the construction of new on-road bicycle lanes as indicated by the facility selection criteria contained in Chapter 17.
 - b. Wide Outside Lanes and Widened Shoulders – The State will pay 100% of all costs for wide outside lanes or widened shoulders indicated for bicycle accommodation.
 - c. New Paths – Proportion the cost 80/20 between the State and Local Agency for construction of new paths within the project termini or for short distances outside the project termini as may be required to connect paths to significant bicycle traffic generators (e.g., schools, transit facilities). The Phase I Study Report will document the need for path construction.
 - d. Path Removal and Replacement – The State is 100% financially responsible for removing and replacing existing paths if such a need is caused by the construction of an IDOT highway improvement.
 - e. Adjustment of Existing Paths – If an existing path requires adjustment due to an IDOT improvement, the State will pay 100% of the adjustment cost. The Department will construct the replacement in accordance with IDOT path criteria. The Local Agency is 100% financially responsible for path adjustments that are caused or initiated by a work request from the Local Agency.
 - f. Paths Above and Beyond Selection Criteria – If facility selection criteria for side paths are not met and the Local Agency still requests side path installation, the Local Agency is 100% financially responsible for all costs for installation of the path above those costs for the improvement identified in the selection criteria, including any necessary right-of-way and construction.
3. Utility Adjustments and Other Items – Proportion the cost 80/20 between the State and Local Agency for reimbursable utility adjustments as defined in Chapter 6, Section 6-1.03 of the BDE Manual, as well as pedestrian barriers, retaining walls, and other collateral items that are required solely for pedestrian and bicycle accommodations not necessitated by the IDOT project. The Local Agency is responsible for 100% of the costs for right-of-way, utility adjustments, barriers, retaining walls, and other collateral items that are not required solely for the pedestrian and bicycle accommodations.
 4. Right-of-Way – Proportion the cost 80/20 between the State and Local Agency for right-of-way if acquired solely for sidewalk construction. Also, the Local Agency will pay 100% of the construction costs for sidewalks associated with the construction of on-system parking not necessitated by the IDOT project. The State will pay 100% for right-of-way if additional right-of-way is required to construct an IDOT-proposed highway cross section.
 5. Local Agency Does Not Accept Maintenance Responsibilities – If the Local Agency does not agree to maintain the sidewalk, the State will not construct it, even if it is warranted. However, the State will take reasonable actions to not preclude future additions of sidewalk at such locations.
 6. Local Agency Does Not Choose To Participate – If the local agency chooses not to participate financially in the bicycle or pedestrian accommodation, the Department will request that that local agency pass a local resolution indicating their non-participation and have this noted in the Phase I Project Report.

ADDITIONAL WORK

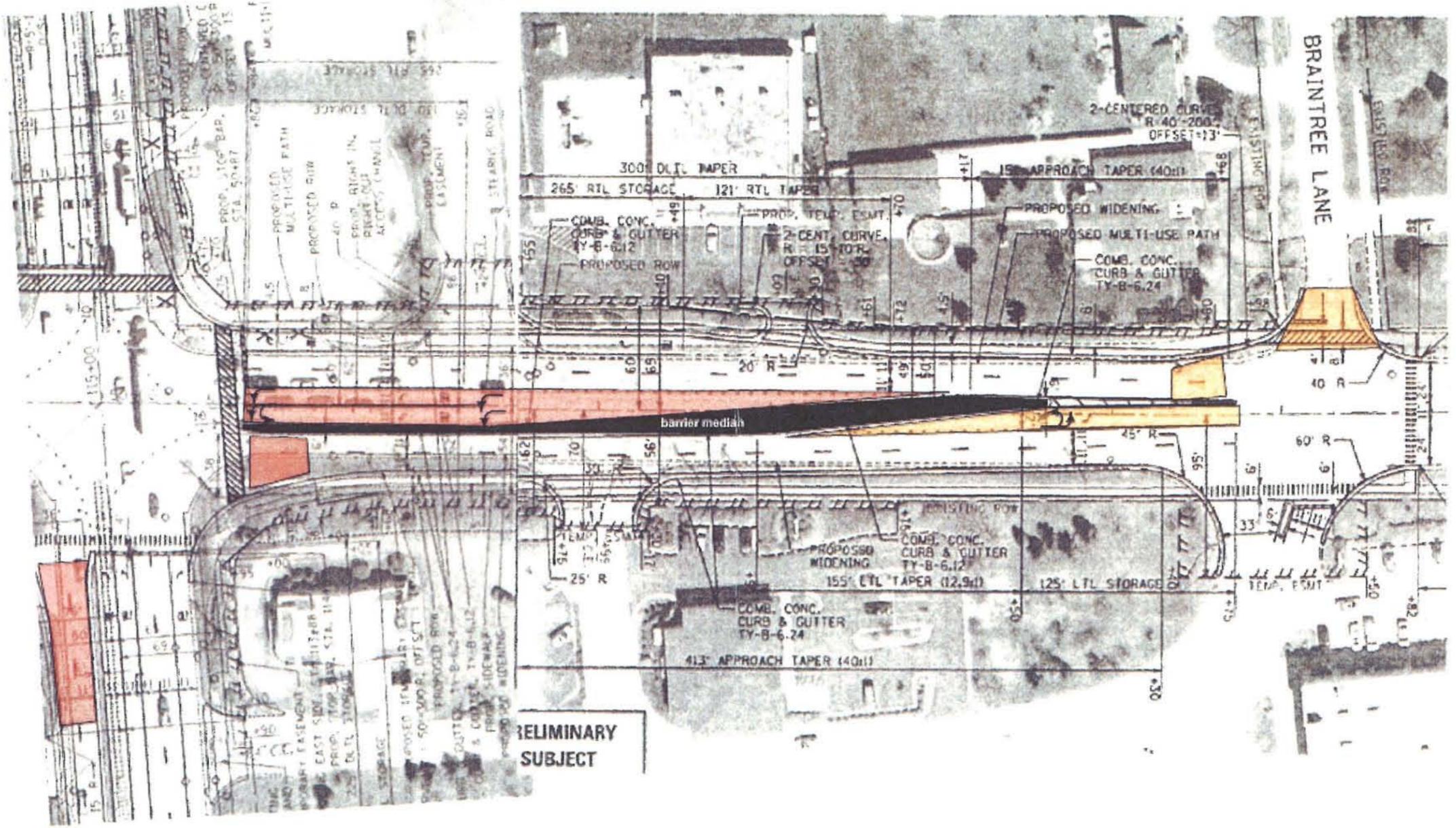
IDOT would be receptive to considering additional highway related work items suggested and paid for by the local agency for incorporation within the improvement, providing that the additional work items would not delay the implementation of the project. Such items could include lighting, over-size storm sewer, utilities, emergency vehicle pre-emption equipment etc.

The local agency may be expected to provide plans, specifications, and estimates for such additional work that is requested to be incorporated into the contract plans for the State-owned portion of the project. Said plans and specifications shall be of such quality to facilitate inclusion in the contract package and shall be available in a timeframe consistent with anticipated contract processing schedules and deadlines.

S:\WP\p&es\TEMPLATES & EXAMPLES\Templates - Letters\EXHIBIT A (4-12).docx

Original IDOT/DuPage Co. DOT Design Plan - Stearns Road East of Route 59

EXHIBIT B
ORIGINAL IDOT DESIGN
(OPTION 1)



BRYAN E. MRAZ
BEM@MRAZLAW.COM

DAVID W. GULLION
ASSOCIATE
DWG@MRAZLAW.COM

MEMORANDUM

TO: President and Board of Trustees of the Village of Bartlett
Valerie L. Salmons, Village Administrator

FROM: Bryan E. Mraz, Village Attorney

DATE: May 11, 2015

RE: Rt. 59 and Stearns – Memo Regarding Voting
Requirements and Procedural Matters

At the Committee of the Whole meeting on May 5, 2015, a straw poll among the Village President and Board indicated that the consensus was to bring back to the Board a vote on the Letter of Intent (which was included in the Board packet for that committee meeting), and which provides (1) for the authorization and commitment by the Village to pay for certain intersection improvements requested by the Village (the "Additional Village Intersection Improvements"), estimated to cost \$42,723; and (2) the Original IDOT Design Plan for the east leg of the Rt. 59/Stearns Road intersection.

It is my opinion that the Letter of Intent, if approved, would commit the Village to pay for the cost of the Additional Intersection Improvements and hence involves the expenditure of money by the Village. When a Resolution or motion provides for the expenditure of money or creates any liability against the Village (and in the case of any ordinance) it is required to be passed by the concurrence of the majority of all members of the Board of Trustees and the Mayor, i.e., the majority of seven (7), meaning four (4) "yes" votes. When a Resolution or motion does not create liability to the Village, or involve the expenditure or appropriation of money, with a few limited exceptions, a simple majority of a quorum present at the meeting at which the Resolution or motion is voted, will pass it. A quorum necessary to conduct a meeting is four (4). So for example, if four (4) Trustees and the Mayor are present, three (3) Trustees out of the four (4) present at the meeting would pass any Resolution or motion that does not involve the expenditure of money or create liability against the Village. If the full Board and Village President are in attendance

and each Trustee casts a vote on a matter, the voting requirement does not change whether or not the Resolution or motion involves expenditure or liability, as it will still require four (4) Trustees or three (3) Trustees and the Village President voting in favor to pass. The voting requirement changes when one or more Trustees and/or the Village President are absent, if a Trustee abstains from voting, or if the law creates an extraordinary voting requirement.

Also, the Village President may vote in three instances:

1. When the vote of the Trustees has resulted in a tie;
2. When one-half (1/2) of the Trustees elected voted in favor of an Ordinance, Resolution or motion; or
3. When a vote greater than a majority of the corporate authorities is required by state statute or local ordinance.

Because the straw poll came out three (3) Trustees in favor of what I will call the "Original IDOT (Design Option 1)"; one (1) Trustee and the Mayor in favor of the plan with one WB to SB left turn lane and one EB to NB left turn lane into the shopping center and left turns out of the shopping center EB on Stearns except during peak hours, which is the plan favored by the shopping center owner (which I will call the "First Revised Plan (Option 2)"; and two (2) Trustees were in favor of the plan which keeps dual lefts for WB Stearns to SB 59 with limited left turns out of the shopping center (which I will call the "Second Revised Plan (Option 3)", I would anticipate some procedural difficulties at the next Board meeting, and possibly beyond, unless the final vote differs from the preliminary straw vote. For that reason, in addition to the Resolution furnished by staff which approves of the Original IDOT Design (Option 1), I have also prepared and attached two additional alternative Resolutions for the two other options the Board considered at the last Committee of the Whole meeting.

Staff has been advised by IDOT that it has prepared its Phase I Preliminary Engineering utilizing the First Revised Plan (Option 2) and that unless modified by the Village, the Letter of Intent as drafted by IDOT describes that same Option 2. Recall that the DuPage County Dept. of Transportation, which apparently prepared or had input into the Second Revised Plan (Option 3) has advised that for that configuration of the east leg of the intersection, it will require the Village to adopt an Ordinance prohibiting left turns out of the shopping center onto Stearns Road (which is a County road) during A.M. and P.M. peak hours. IDOT has prepared Phase 2 Engineering for the other three legs of the intersection but is awaiting the Village's decision as to its preferred design for the east leg. The Community Development Director has been told by IDOT's project engineer that IDOT and DuPage County will proceed with Phase 2 Engineering incorporating the First Revised Plan (Option 2) by default if the Village does not formally advise that it prefers one of the other two alternative designs, that being either the Original IDOT Design (Option 1) or the Second Revised Plan (Option 3).

Lastly, since the Letter of Intent, in my opinion, involves the expenditure of money as explained above, it can be vetoed by the Village President; but that veto can in turn be overridden by a 2/3 vote of all Trustees holding office, i.e., $2/3 \times 6 = 4$ Trustees voting to override any such veto.

I am not advocating any particular option or recommending any particular Resolution, nor am I trying to further complicate an already complex situation by including alternate Resolutions, but I believe that it is preferable to have the alternatives before the Board to review before the meeting rather than trying to come up with wording at the next meeting to amend the Resolution approving the Original IDOT Design (Option1) should it fail to pass by the necessary four (4) votes.

RESOLUTION 2015 - _____

**A RESOLUTION APPROVING THE LETTER OF INTENT BETWEEN IDOT
AND THE VILLAGE OF BARTLETT FOR THE RT. 59 AND STEARNS ROAD
INTERSECTION IMPROVEMENT PROJECT AND PREFERRED DESIGN
FOR THE EAST LEG OF SAID INTERSECTION**

WHEREAS, the Illinois Department of Transportation (“IDOT”), has prepared Preliminary Phase I Engineering Plans for the Rt. 59 and Stearns Road Intersection Improvement Project (the “Project”); and

WHEREAS, IDOT has prepared said plans with certain intersection design revisions from its original concept plans and has incorporated those design plans into a Phase I Engineering Study; and

WHEREAS, IDOT has requested that the Village of Bartlett sign a Letter of Intent for the Project which authorizes and commits the Village to pay for certain additional intersection improvements, including sidewalk, shared use path, and emergency pre-emption requested by the Village (the “Additional Village Intersection Improvements”), and has requested that the Village select a preferred design for the east leg of the Rt. 59 and Stearns Road intersection (the “Intersection”) so that the Village’s preferred design can be incorporated into Phase 2 Engineering Plans for the Project; and

WHEREAS, the Letter of Intent provides that the estimated additional cost for the Additional Village Intersection Improvements is \$42,723 and commits the Village to pay the final cost of the Additional Village Intersection Improvements; and

WHEREAS, the corporate authorities of the Village have selected the First Revised Design Plan (Option 2) for the east leg of the Intersection as hereinafter defined and which is depicted on Exhibit B attached hereto;

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

SECTION ONE: That the Letter of Intent between IDOT and the Village of Bartlett for the Rt. 59 and Stearns Road Intersection Improvement Project containing the Additional Village Intersection Improvements (including shared path, sidewalk and pre-emption device), a copy of which is attached hereto as Exhibit A, with the design for the east leg of the Intersection described under the general scope of work on page 1 of the Letter of Intent, and which design is depicted on Exhibit B attached hereto, entitled "Revised Design Plan – Stearns Road East of Route 59" (hereinafter referred to as the "First Revised Design (Option 2)", is hereby approved.

SECTION TWO: The Village President is authorized and directed to sign the Letter of Intent attached hereto as Exhibit A declaring the Village's preferred design for the east leg of the Rt. 59 and Stearns Road intersection to be the First Revised Design (Option 2) attached hereto as Exhibit B, on behalf of the Village.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 19, 2015

APPROVED: May 19, 2015

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, hereby certify that I am the Village Clerk and keeper of records of the Village President and Board of Trustees of the Village of Bartlett and that attached hereto is a true and correct copy of that certain Resolution 2015 - _____ adopted at the regular meeting of the Village President and Board of Trustees of the Village of Bartlett held on May 19, 2015.

Lorna Giles, Village Clerk

Project and Environmental Studies
IL 59 at Stearns Road
Village of Bartlett, DuPage County

Concur with project scope:

Yes
 No

Concur with EVP devices scope,
costs, and long-term maintenance:

Yes
 No

Concur with sidewalk scope, costs,
and long-term maintenance:

Yes
 No

Concur with shared-use path scope,
costs, and long-term maintenance:

Yes
 No

Name: Kevin Wallace

Signature: _____

Title: Village President

Date: 5/19/2015

Comments:

~~The Village of Bartlett concurs with the project scope for the intersection improvements to Route 59 and Stearns Road, which consists of dual left turn lanes at the north, south and west legs, right turn lanes on the north, east and west legs, traffic signal replacement, pedestrian and bicyclist accommodations and drainage improvements.~~

~~**Please be advised the Village's preferred design alternative to the east leg of the intersection is the single left turn WB Stearns Road to SB Route 59 with an EB to NB left turn lane into the shopping center at the NE corner, and a striped median, allow SB to EB left turns out of said shopping center onto Stearns Road during non-peak hours, which was the first alternative design proposed by the DuPage County Dept. of Transportation, as shown in the diagram attached to this Letter of Intent as Exhibit B.~~

RESOLUTION 2015 - _____

**A RESOLUTION APPROVING THE LETTER OF INTENT BETWEEN IDOT
AND THE VILLAGE OF BARTLETT FOR THE RT. 59 AND STEARNS ROAD
INTERSECTION IMPROVEMENT PROJECT AND PREFERRED DESIGN
FOR THE EAST LEG OF SAID INTERSECTION**

WHEREAS, the Illinois Department of Transportation (“IDOT”), has prepared Preliminary Phase I Engineering Plans for the Rt. 59 and Stearns Road Intersection Improvement Project (the “Project”); and

WHEREAS, IDOT has prepared said plans with certain intersection design revisions from its original concept plans and has incorporated those design plans into a Phase I Engineering Study; and

WHEREAS, IDOT has requested that the Village of Bartlett sign a Letter of Intent for the Project which authorizes and commits the Village to pay for certain additional intersection improvements, including sidewalk, shared use path, and emergency pre-emption requested by the Village (the “Additional Village Intersection Improvements”), and has requested that the Village select a preferred design for the east leg of the Rt. 59 and Stearns Road intersection (the “Intersection”) so that the Village’s preferred design can be incorporated into Phase 2 Engineering Plans for the Project; and

WHEREAS, the Letter of Intent provides that the estimated additional cost for the Additional Village Intersection Improvements is \$42,723 and commits the Village to pay the final cost of the Additional Village Intersection Improvements; and

WHEREAS, the corporate authorities of the Village have selected the Second Revised Design (Option 3) for the east leg of the Intersection as hereinafter defined and which is depicted on Exhibit B attached hereto;

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

SECTION ONE: That the Letter of Intent between IDOT and the Village of Bartlett for the Rt. 59 and Stearns Road Intersection Improvement Project containing the Additional Village Intersection Improvements (including shared path, sidewalk and pre-emption device), a copy of which is attached hereto as Exhibit A, with design revisions for the east leg of the Intersection described on page 5 of the Letter of Intent under the heading "Comments", and which design revisions are depicted on Exhibit B attached hereto, entitled "2/26/2015 Striping/Access Plan for the East Leg of Stearns Road" (hereinafter referred to as the "Second Revised Design (Option 3)", are hereby approved.

SECTION TWO: The Village President is authorized and directed to sign the Letter of Intent attached hereto as Exhibit A declaring the Village's preferred design for the east leg of the Rt. 59 and Stearns Road intersection to be the Second Revised Design (Option 3) attached hereto as Exhibit B, on behalf of the Village.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 19, 2015

APPROVED: May 19, 2015

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, hereby certify that I am the Village Clerk and keeper of records of the Village President and Board of Trustees of the Village of Bartlett and that attached hereto is a true and correct copy of that certain Resolution 2015 - _____ adopted at the regular meeting of the Village President and Board of Trustees of the Village of Bartlett held on May 19, 2015.

Lorna Giles, Village Clerk

The Honorable Kevin Wallace
January 23, 2015
Page 5

Project and Environmental Studies
IL 59 at Stearns Road
Village of Bartlett, DuPage County

Concur with project scope:

Yes
 No

Concur with EVP devices scope,
costs, and long-term maintenance:

Yes
 No

Concur with sidewalk scope, costs,
and long-term maintenance:

Yes
 No

Concur with shared-use path scope,
costs, and long-term maintenance:

Yes
 No

Name: Kevin Wallace

Signature: _____

Title: Village President

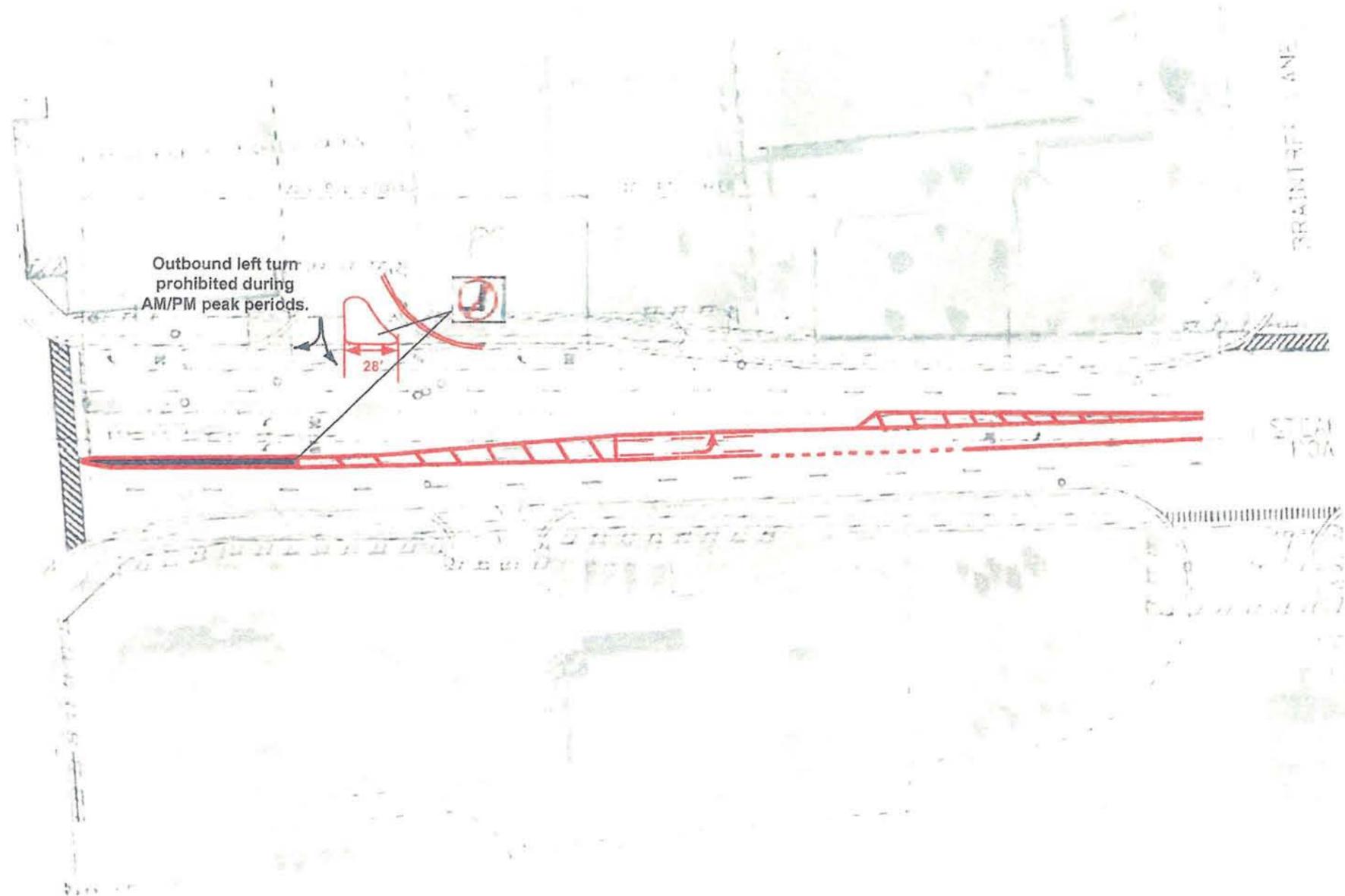
Date: 5/19/2015

Comments:

The Village of Bartlett concurs with the project scope for the intersection improvements to Route 59 and Stearns Road, which consists of dual left turn lanes at the north, south and west legs, right turn lanes on the north, east and west legs, traffic signal replacement, pedestrian and bicyclist accommodations and drainage improvements.

**Please be advised the Village's preferred design alternative to the east leg of the intersection is the dual left with combination barrier median and striped median to allow left turns SB to EB out of the shopping center on the northeast corner to Stearns Road during non-peak hours, with no left turn EB to NB into said shopping center, but into property east of the said shopping center, which was an alternate design proposed by IDOT and/or the DuPage County Transportation Dept., as shown on the diagram attached to this Letter of Intent as Exhibit B.

3



2/26/2015 Striping/Access Plan for the East Leg of Stearns Road



Agenda Item Executive Summary

Item Name U-46 Release of School Donations Committee or Board Board

BUDGET IMPACT

Amount: \$192,789.47

Budgeted

\$192,789.47

List what fund

General

EXECUTIVE SUMMARY

Attached is a Resolution granting the U-46 May 6, 2015 request for release of school donations and authorizing the release of developer deposit funds.

MOTION: I move to approve Resolution 2015-_____, a resolution granting the U-46 release of school donations and authorizing the release of \$192,789.47 to U-46 from the Developer Deposit fund.

ATTACHMENTS (PLEASE LIST)

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

Staff: Jeff Martynowicz/Finance Director

Date: 5/6/2015

RESOLUTION 2015- -R

**A RESOLUTION GRANTING THE U-46 MAY 6, 2015 REQUEST FOR
RELEASE OF SCHOOL DONATIONS AND AUTHORIZING THE RELEASE
OF \$192,789.47 TO U-46 FROM THE DEVELOPER DEPOSIT FUND**

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

SECTION ONE: The request dated May 5, 2015, from School District U-46 for the release of developer donations for reimbursement to U-46 for the construction costs for Liberty School and Hawk Hollow School in Bartlett, which is attached hereto as Exhibit A, is hereby approved as the expenses shown therein are qualified expenditures under the Bartlett Donation Ordinance, and the Village Treasurer/Finance Director is hereby authorized and directed to release the sum of \$192,789.47 from the Developer Donation Fund, which was the balance in said Fund as of April 30, 2015, to School District U-46.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 19, 2015

APPROVED: May 19, 2015

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2015- -R enacted on May 19, 2015, and approved on May 19, 2015, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



EXHIBIT A

School District U-46

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

Tony Sanders, Chief Executive Officer

U-46.org

May 6, 2015

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

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

Dear Ms. Salmons:

In accordance with the Village of Bartlett's developer donation ordinance, School District U-46 requests that the Village release funds collected, approximately \$192,789.47, on the District's behalf to offset qualified site acquisition and construction expenditures made by the District.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey King', is written over a faint, illegible typed name.

Jeffrey King
Chief Operations Officer/Chief School Business Official

JK:dd

Enclosure:

SCHOOL DISTRICT U-46
Developer Contribution Summary
Village of Bartlett

Description	Date	School District U-46 Expenditures	Village of Bartlett Released Developer Contributions	Remaining Uncredited District U-46 Expenditures
Hawk Hollow Elementary 235 Jacarana Drive, Bartlett	Request 6/18/2003	8,120,272.00		8,120,272.00
Liberty Elementary 121 Naperville Rd., Bartlett	Request 6/18/2003	6,743,920.50		14,864,192.50
Bartlett - Release of Funds	09/02/03		2,049,442.04	12,814,750.46
Centennial Elementary - Bus Loading Project completed by Village on behalf of SD U-46	06/21/05	47,254.00		12,862,004.46
District Approved Transfer of Funds to Village of Bartlett for Centennial - Bus Loading	06/21/05		47,254.00	12,814,750.46
Schuler Property Purchase 8N231 Naperville Road, Bartlett	Request 7/29/2005	657,010.34		13,471,760.80
Bartlett - Release of Funds	10/24/05		4,405,597.46	9,066,163.34
U-46 - Request on Unpaid Balance	03/22/06			9,066,163.34
Bartlett - Release of Funds	05/26/06		810,359.06	8,255,804.28
U-46 - Request on Unpaid Balance	12/11/06			8,255,804.28
Bartlett - Release of Funds	02/09/07		474,897.04	7,780,907.24
U-46 - Request on Unpaid Balance	11/20/07			7,780,907.24
Bartlett - Release of Funds	07/21/08		291,790.46	7,489,116.78
U-46 - Request on Unpaid Balance	06/03/09			7,489,116.78
Bartlett - Release of Funds	03/03/10		117,948.00	7,371,168.78
U-46 - Request on Unpaid Balance	01/31/12			7,371,168.78
Bartlett - Release of Funds	04/03/12		24,913.44	7,346,255.34
U-46 - Request on Unpaid Balance	05/06/15			
TOTALS		15,568,456.84	8,222,201.50	7,346,255.34



Agenda Item Executive Summary

Item Name	Electricity Purchase	Committee or Board	Board
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BUDGET IMPACT

Amount:	\$744,444	Budgeted	yes
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List what fund Various enterprise funds (water, sewer, golf) and general for street lights

EXECUTIVE SUMMARY

In 2007, Com Ed began charging customers both a rate for power and a rate for distribution. Com Ed also stopped generating electricity and started purchasing power on the open market. Although Com Ed no longer generates electricity, they continue to act as the power distribution company regardless who supplies the electricity.

Our franchise agreement with Com Ed remains in place, thus a portion of our municipal electricity use continues to be at no cost. Electricity used for street lighting, water pumping, the wastewater treatment plant and Bartlett Hills is set at market rates. Fixing the cost of electricity at a guaranteed market rate over the course of a contract helps us provide stability and savings to our budgets for these accounts.

Our current agreement with Integrys does not expire until December 14, 2015, however now is an opportune time to bid out for electricity pricing. The Village worked with a private energy advisor, Energy Choices, to review our usage and secure competitive pricing from 3rd party suppliers. The results of the bid are attached for your consideration.

Based on the bid results, we are recommending entering into an agreement with Constellation Energy for our enterprise accounts for a two year term and with MidAmerican for our street light accounts for a two year term.

ATTACHMENTS (PLEASE LIST)

Electricity Purchase Memo
Electricity Purchase Price Summaries
Electricity contracts

ACTION REQUESTED

For Discussion Only _____

Resolution _____

Ordinance _____

Motion:

I move to authorize the Village Administrator to enter into an agreement for enterprise accounts with Constellation Energy for the purchase of electricity from December 15, 2015 to December 15, 2017.

I move to authorize the Village Administrator to enter into an agreement for street lighting accounts with MidAmerican Energy for the purchase of electricity from December 15, 2015 to December 15, 2017.

Staff: Paula Schumacher

Date: February 6, 2015

Memorandum

To: Valerie L. Salmons, Village Administrator
From: Paula Schumacher, Assistant Village Administrator
Date: 5/12/2015
Re: Electricity Purchase

In 2007, Com Ed began charging customers both a rate for power and a rate for distribution. Com Ed also stopped generating electricity and started purchasing power on the open market. Although Com Ed no longer generates electricity, they continue to act as the power distribution company regardless who supplies the electricity.

Our franchise agreement with Com Ed remains in place, thus a portion of our municipal electricity use continues to be at no cost. Electricity used for street lights, water pumping, the wastewater treatment plant and Bartlett Hills is set at market rates. Fixing the cost of electricity at a guaranteed market rate over the course of a contract helps us provide stability and savings to our budgets for these accounts.

In 2007, the Metropolitan Mayors Caucus created the Metropolitan Energy Collaborative to seek electricity supply from a multitude of pre-qualified suppliers to secure lower priced electricity to municipalities. As one of the 32 communities in the Collaborative, the Village has worked with a private energy advisor, Energy Choices, to review our usage and secure competitive pricing from 3rd party suppliers.

Our current agreement with Integrys Energy for our enterprise accounts and with Constellation Energy for street lights expire December 14, 2015. The electricity marketplace fluctuates daily. Natural gas prices also feed into electric prices, natural gas prices are at a 13 year low, making this a good time to bid out our contracts.

The Village worked with Energy Choices to review our usage and secure competitive pricing from 3rd party suppliers. Prices were requested for one, two and three year terms. The rates from the suppliers were compared based on price per kilowatt hour and our total annual use. The pricing for our enterprise accounts and the pricing for our street light accounts are summarized on the attached tables.

The lowest price for our enterprise accounts was from Constellation Energy for the two year term at \$648,703. It is only slightly higher than what we are currently paying under our current contract, an increase of only \$107.00. For our street lighting accounts the lowest bid for a two year term was MidAmerican Energy at \$95,741. This is an increase of \$6,953. Locking in at this price for two years is good because it is anticipated that capacity costs in the market will increase over the two year term.

MOTION

I move to authorize the Village Administrator to enter into an agreement for enterprise accounts with Constellation Energy for the purchase of electricity from December 15, 2015 to December 15, 2017.

I move to authorize the Village Administrator to enter into an agreement for street lighting accounts with MidAmerican Energy for the purchase of electricity from December 15, 2015 to December 15, 2017.

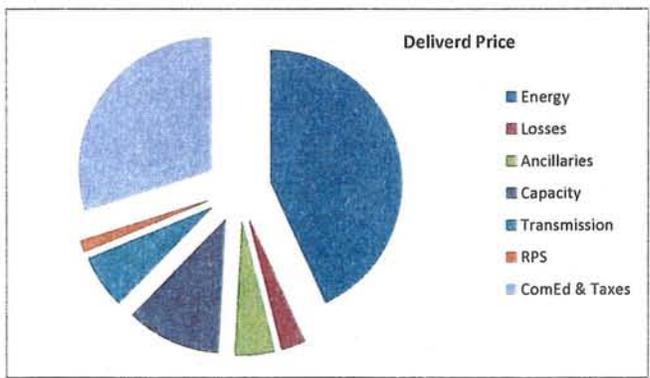
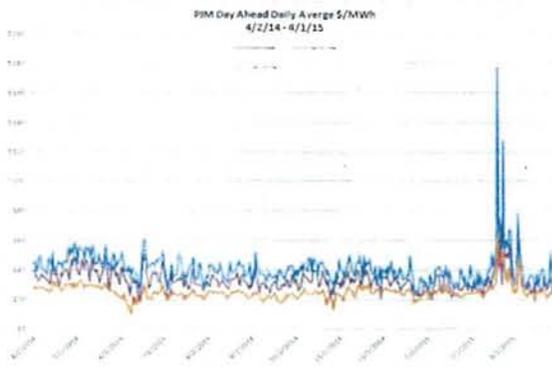


Multiple Supplier Electricity Pricing Analysis

For

Village of Bartlett

Start Date: Apr-15	Current Contract	MidAmerican Energy	Constellation Energy	Dynegy Energy	Nordic Energy	MC2 Energy	energy.me
Annual kWhs 8,531,078							
All-In Energy (\$/kWh) 12-Months	\$0.05102	\$0.05298	\$0.05114	\$0.05209	\$0.05447	\$0.05409	\$0.05699
All-In Energy (\$/yr)	\$435,256	\$451,977	\$436,279	\$444,384	\$464,688	\$461,446	\$486,186
ComEd Costs (\$/yr)	\$213,277	\$213,277	\$213,277	\$213,277	\$213,277	\$213,277	\$213,277
Total Cost (\$/yr)	\$648,533	\$665,254	\$649,556	\$657,661	\$677,965	\$674,723	\$699,463
All-In Energy (\$/kWh) 24-Months	\$0.05102	\$0.05307	\$0.05104	\$0.05248	\$0.05574	\$0.05472	\$0.05754
All-In Energy (\$/yr)	\$435,256	\$452,744	\$435,426	\$447,711	\$475,522	\$466,821	\$490,878
ComEd Costs (\$/yr)	\$213,277	\$213,277	\$213,277	\$213,277	\$213,277	\$213,277	\$213,277
Total Cost (\$/yr)	\$648,533	\$666,021	\$648,703	\$660,988	\$688,799	\$680,098	\$704,155
All-In Energy (\$/kWh) 36-Months	\$0.05102	\$0.05388	\$0.05143	\$0.05360	\$0.05714	No Bid	No Bid
All-In Energy (\$/yr)	\$435,256	\$459,654	\$438,753	\$457,266	\$487,466	--	--
ComEd Costs (\$/yr)	\$213,277	\$213,277	\$213,277	\$213,277	\$213,277	--	--
Total Cost (\$/yr)	\$648,533	\$672,931	\$652,030	\$670,543	\$700,743	--	--



- Notes:
- 1) Prices are valid when analysis was made. Refreshing of prices may be necessary as we move into contracting
 - 2) All above prices are for 100% swing in supply
 - 3) Client is required to notify successful supplier if there are changes in operation that would affect consumption
 - 4) The information presented above is to the best efforts of Energy Choices, P.C.

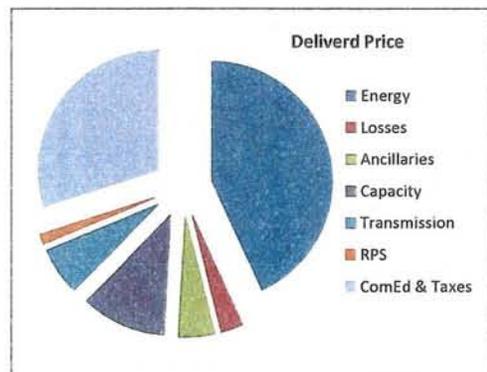
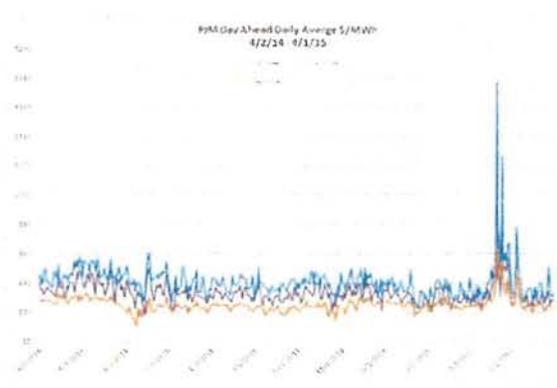


Multiple Supplier Electricity Pricing Analysis

For

Village of Bartlett - street lighting

Start Date: Dec-15 Annual kWhs 1,440,894	Current Contract	MidAmerican Energy	Integrus Energy	Dynergy Energy	energy.me
All-In Energy (\$/kWh) 12-Months	\$0.03662	\$0.04140	\$0.04230	\$0.04235	\$0.04131
All-In Energy (\$/yr)	\$52,766	\$59,653	\$60,950	\$61,022	\$59,523
ComEd Costs (\$/yr)	\$36,022	\$36,022	\$36,022	\$36,022	\$36,002
Total Cost (\$/yr)	\$88,788	\$95,675	\$96,972	\$97,044	\$95,525
All-In Energy (\$/kWh) 24-Months	\$0.03662	\$0.04146	\$0.04229	\$0.04218	\$0.04258
All-In Energy (\$/yr)	\$52,766	\$59,739	\$60,935	\$60,777	\$61,353
ComEd Costs (\$/yr)	\$36,022	\$36,002	\$36,002	\$36,002	\$36,002
Total Cost (\$/yr)	\$88,788	\$95,741	\$96,937	\$96,779	\$97,355
All-In Energy (\$/kWh) 36-Months	\$0.03662	\$0.04237	\$0.04250	\$0.04235	No Bid
All-In Energy (\$/yr)	\$52,766	\$61,051	\$61,238	\$61,022	--
ComEd Costs (\$/yr)	\$36,022	\$36,022	\$36,022	\$36,022	--
Total Cost (\$/yr)	\$88,788	\$97,073	\$97,260	\$97,044	--



- Notes:
- 1) Prices are valid when analysis was made. Refreshing of prices may be necessary as we move into contracting
 - 2) All above prices are for 100% swing in supply
 - 3) Client is required to notify successful supplier if there are changes in operation that would affect consumption
 - 4) The information presented above is to the best efforts of Energy Choices, P.C.

RETAIL ELECTRIC SUPPLIER AGREEMENT

This Retail Electric Supplier Agreement is entered into by MidAmerican Energy Company ("MidAmerican") and Village of Bartlett ("Customer") and shall be effective as of the later date set forth under the parties' signatures below ("Effective Date"). This Retail Electric Supplier Agreement, together with any written supplements thereto and all Schedules shall form a single integrated agreement (the "Agreement") between MidAmerican and Customer. Customer acknowledges and agrees that it understands and accepts the terms, conditions and risks of this Agreement and it is entering into this Agreement for its own account based upon its own judgment and not in reliance upon any information, advice or counsel which may or may not have been provided by MidAmerican.

CONDITIONS OF AGREEMENT. This Agreement constitutes the entire understanding between MidAmerican and Customer regarding the subject matter hereof. No modification to this Agreement will be effective unless evidenced in writing signed by both parties. This Agreement supersedes all prior agreements between the parties regarding the subject matter of this Agreement. This Agreement is intended to govern transactions for the purchase and sale of electricity and related services to be entered into between the parties from time to time as evidenced by separate Schedules, as applicable ("Schedules"), setting forth certain commercial and other terms for the purchase and sale of electricity. The parties agree that the laws of the state in which Customer is incorporated govern this Agreement unless otherwise indicated on Schedule A. **To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.** The parties agree that this Agreement is a forward contract under all applicable federal and state bankruptcy laws and that they are forward contract merchants with respect thereto.

CUSTOMER RESPONSIBILITIES. Customer agrees to purchase and receive from MidAmerican 100% of its electric energy supply and related services for all the properties listed on the Schedules. Customer acknowledges that MidAmerican may recover all Losses and Costs as described in the section entitled Events of Default; Remedies, associated with the removal of any or all properties or accounts listed on such Schedules. Customer will take such actions as requested by MidAmerican to allow for timely enrollment of accounts listed on the Schedules and authorizes MidAmerican to perform duties on its behalf, including, but not limited to, submitting Customer enrollments to the electric distribution company or local Delivery Company ("Delivery Company") and/or moving any of Customer's properties on or off Delivery Company's applicable tariffs, to permit Customer to receive the electric energy at its properties.

MIDAMERICAN RESPONSIBILITIES. Subject to the terms of this Agreement, MidAmerican agrees to sell and provide to Customer 100% of Customer's electric energy supply and applicable related services for all the properties listed on the Schedules. MidAmerican will schedule and deliver electric energy, including amounts for associated transmission and distribution losses as defined by the delivery

and/or transmission tariffs ("Line Loss"), to the Delivery Company interconnecting point and the Delivery Company is responsible for delivery of electric energy to Customer's properties.

TERM. The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party upon thirty (30) days written notice; provided, however, that such termination shall not affect or excuse the performance of either party under any provision of this Agreement or any related Schedules. Early termination of any Schedules shall constitute an Event of Default and any applicable settlement amount shall be calculated according to the Events of Default; Remedies section of the Agreement.

ENERGY DELIVERY. Title to electric energy will pass from MidAmerican to Customer at the Customer's meter(s) (the "Delivery Point(s)"). Each party will comply with all applicable federal and state laws and all applicable industry rules, and delivery and/or transmission tariffs, as amended from time to time.

BILLING AND PAYMENT. Customer will be billed monthly for all electric energy and related services as listed on the Schedules, plus any applicable taxes, delivery charges, or surcharges. Customer will pay each bill in full by the due date on the bill. Late payment charges may be assessed at a rate equal to the lesser of 1½% per month or the maximum rate allowable by law. In the event Customer disputes any portion of an invoice billing, Customer shall pay the undisputed portion of the bill no later than the due date and give notice in writing to MidAmerican of such dispute and the reasons therefore prior to the due date for payment. The parties shall negotiate in good faith to resolve such dispute. If it is determined the Customer owes any portion of the disputed amount, Customer shall immediately pay such amount upon resolution thereof. Termination of this Agreement will not relieve Customer of its liability for payment of any outstanding amounts due MidAmerican.

EVENTS OF DEFAULT; REMEDIES. For the purposes of this Agreement; the Events of Default are defined as follows: (i) fails to pay any amount, when due, with respect to this Agreement; (ii) is subject to a bankruptcy event; (iii) makes any representation or warranty that is false or misleading in any material respect; (iv) the removal of any or all properties or accounts listed on such Schedules; (v) fails to provide financial security to the other party within two (2) business days of the other party's demand, when such demand is based

on the other party's reasonable good faith belief that the ability of the defaulting party to perform its obligations under this Agreement is materially impaired; or (vi) fails to perform any other material obligation imposed upon it by this Agreement. In the Event of Default, the non-defaulting party has the right, without notice, to suspend performance and may terminate this Agreement at any time during the continuance of such event of default, upon which it will calculate in a commercially reasonable manner a settlement amount equal to its total Losses and Costs, if any, resulting from termination of this Agreement. Costs shall include, but not be limited to, reservation fees, reasonable attorneys' fees, and other similar third-party transaction expenses incurred by a party in terminating, liquidating or entering into new arrangements which replace any obligations assumed by such party due to the termination of this Agreement. Losses shall mean an amount equal to the nominal value of the economic loss to such party, exclusive of Costs, resulting from termination of this Agreement. The settlement amount will be due within ten (10) business days after the non-defaulting party has notified the defaulting party of the settlement amount. The non-defaulting party is obligated to respond and act in a commercially reasonable manner and mitigate its damages, liabilities, Losses and Costs.

FAILURE OF DELIVERY. MidAmerican will not be liable for any injury, loss, claim, expense, liability or damage resulting from failure by the Delivery Company or transmission provider to provide delivery services or properly perform and/or timely process any Customer enrollments or transmission requests.

NO CONSEQUENTIAL DAMAGES. In no event will either party be liable to the other party or to any third-party, for any special, incidental, indirect, consequential, punitive or exemplary damages or for any damages of a similar nature arising out of or in connection with this Agreement.

INDEMNIFICATION. Each party agrees to indemnify, defend and hold the other party harmless from and against all third-party claims for damages, liability and expenses relating to or arising out of damage to property or injury to persons (including death) resulting from the negligent acts, errors or omissions of a party or its agents. If the parties are held jointly and severally liable for any claim, damage, liability or expense of any third-party, a right of contribution will exist between the parties.

FORCE MAJEURE. If either party is unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under this Agreement, and upon such party's giving written notice and full particulars of such Force Majeure to the other party as soon as practicable after the occurrence of the cause, the obligations of the party giving notice, so far as its obligations are affected by the Force Majeure, will be suspended during the continuance of the Force Majeure. Each party shall seek to remedy the Force Majeure with all reasonable dispatch. If a Force Majeure lasts for fifteen (15) continuous days, the party not subject to the Force Majeure has the option of terminating any affected Schedules at any time during the continuance of such Force

Majeure. In the event of termination each party shall be entitled to calculate a settlement amount equal to its total Losses and Costs, if any, resulting from termination of the affected Schedules and such amount shall be due from the other party within ten (10) business days after the other party has been notified of the settlement amount.

Force Majeure means any cause(s) not reasonably within the control, and without fault or negligence, of the party affected thereby and which by the exercise of reasonable due diligence by the affected party could not have been prevented, including without limitation, acts of God, civil disturbances, labor strike, interruptions caused by governmental or court orders, inability of the Delivery Company to provide Delivery Services, inability of the transmission operator to provide transmission services or the curtailment of transmission service or the breakage, accident or failure of transmission and/or distribution facilities. Neither economic hardship nor economic conditions will constitute a Force Majeure under this Agreement. In the event of a Force Majeure, Customer shall continue to be obligated to make payments for all electric energy supply and related services delivered to and consumed at its properties.

WARRANTIES. MIDAMERICAN WARRANTS ONLY THAT IT HAS THE RIGHT TO SELL ENERGY SERVICES AND THAT SUCH ENERGY SERVICES ARE FREE FROM ALL LIENS OF ANY KIND. MIDAMERICAN DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

FINANCIAL RESPONSIBILITY. Each party agrees to provide financial information reasonably requested by the other party to facilitate credit review. Each party certifies that all information provided to the other party is truthful and accurate and all information obtained from the other party will be kept confidential.

ASSIGNMENT. Neither party may assign this Agreement without the prior written authorization of the other party, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either party may assign this Agreement to the resulting entity of a corporate restructuring or other successor in interest and shall provide immediate notice of such assignment.

CONFIDENTIALITY. This Agreement and its terms are confidential and shall not be disclosed to any third party except as required by law.

SEVERABILITY. If any provision(s) of this Agreement is held to be invalid, illegal or unenforceable the remaining provisions will remain in full force and effect.

NON-WAIVER. Either party's failure at any time to require strict performance by the other party of any provision of this Agreement will not waive a party's right to demand strict compliance at any other time.

CONFIDENTIAL

RECORDED CONVERSATIONS. Phone conversations between employees and/or authorized agents of the parties may be recorded on tape or other electronic media to verify customer service quality and pricing terms. Unless a party

expressly objects to these recordings at the time of the recording, these recordings may be used as evidence in any proceeding or action relating to this Agreement.

AGREEMENT NOTICES. All written notices required by this Retail Electric Supplier Agreement must be delivered in person, by confirmed telefax, overnight mail or U.S. Mail as follows:

For MidAmerican Energy Company	
Company Name:	MidAmerican Energy Company
Attention to:	Unregulated Retail Services Electric Contract Administration
Address:	4299 NW Urbandale Drive
City, State, Zip:	Urbandale, IA 50322
Phone No:	(800) 432-8574
Fax No:	(515) 242-4354
E-mail address:	ContractAdmin-Electric@midamerican.com

For Customer	
Company Name:	Village of Bartlett
Attention to:	
Title:	
Address:	228 S Main St
City, State, Zip:	Bartlett, IL 60103-4421
Phone No:	(630) 837-7168
Fax No:	
E-mail address:	

The parties, by the signatures of their authorized representatives, agree to be bound by all provisions of this Retail Electric Supplier Agreement.

MidAmerican Energy Company

By: _____
Printed Name: _____
Title: _____
Dated: _____

Village of Bartlett

By: _____
Printed Name: _____
Title: _____
Dated: _____

SCHEDULE A
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND VILLAGE OF BARTLETT

DATE: May 11, 2015

These Schedules are being entered into pursuant to and in accordance with the Retail Electric Supplier Agreement between Customer and MidAmerican dated April 16, 2008 (the "Retail Electric Supplier Agreement"), identified as contract number 13823. The pricing contained on Schedule B is indicative until signed by both parties and shall be valid after 5 p.m. Central Time on May 11, 2015 only at MidAmerican's sole discretion.

These Schedules identify the list of State and/or Delivery Company specific terms, Customer's properties, contact information, Energy Services Prices, Term and Quantities of Electric Energy, if applicable, covered by these Schedules. Notwithstanding anything to the contrary, any conflict between these Schedules and the Retail Electric Supplier Agreement will be resolved in favor of these Schedules. Customer acknowledges that any conflict between the Retail Electric Supplier Agreement, and Customer's request for proposal, pricing or solicitation documents, will be resolved in favor of the Retail Electric Supplier Agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Retail Electric Supplier Agreement.

This Schedule A replaces in its entirety any prior Schedule A currently in effect between Customer and MidAmerican, relating to Customer's properties identified below, effective on or after the account estimated start date listed on Schedule A, UNLESS the term of a previously executed Schedule A extends beyond the term of this Schedule A. Both parties shall fulfill their obligations through the Term of any executed Schedule A.

The parties agree that the laws of the State of Illinois govern these Schedules.

LIST OF CUSTOMER'S PROPERTIES

Customer Name Appearing on Bill	Account Number	Service Address	Delivery Company	Account Estimated Start Date	Account Estimated End Date
Village of Bartlett	2124118021	1150 Bittersweet Dr BARTLETT, IL 60103-8807	Commonwealth Edison	12/09/2015	12/07/2017

SCHEDULE A
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND VILLAGE OF BARTLETT

DATE: May 11, 2015

PLEASE SELECT APPLICABLE BILLING OPTIONS:

- Individual invoices will be mailed to the Service Addresses listed above.
- Individual invoices will be mailed to the Billing Address listed below for all properties:

Company Name:	
Attention to:	
Title:	
Address:	
City, State, Zip:	
Phone No:	
Fax No:	

- Unless specifically requested, MidAmerican will bill the customer using the Single Bill Option. For Dual Billing, select here.

NOTICES. All written notices must be delivered in person, by confirmed telefax, overnight mail or U.S. Mail as follows:

For MidAmerican Energy Company	
Company Name:	MidAmerican Energy Company
Attention to:	Unregulated Retail Services Electric Contract Administration
Address:	4299 NW Urbandale Drive
City, State, Zip:	Urbandale, IA 50322
Phone No:	(800) 432-8574
Fax No:	(515) 242-4354
E-mail address:	ContractAdmin-Electric@midamerican.com

For Customer	
Company Name:	Village of Bartlett
Attention to:	
Title:	
Address:	228 S Main St
City, State, Zip:	Bartlett, IL 60103-4421
Phone No:	(630) 837-7168
Fax No:	
E-mail address:	

SCHEDULE B
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND VILLAGE OF BARTLETT
ENERGY SERVICES - BUNDLED FIXED SUPPLY

DATE: May 11, 2015

This Schedule B replaces in its entirety any prior Schedule B currently in effect between Customer and MidAmerican, relating to Customer's properties identified on Schedule A, effective on or after the account estimated start date listed on Schedule A, UNLESS the term of a previously executed Schedule B extends beyond the term of this Schedule B. Both parties shall fulfill their obligations through the Term of any executed Schedule B.

INTERVAL ENERGY USAGE shall be defined as all metered electric energy in kWh consumed each interval at the Customer's properties, as reported by the Delivery Company, and which shall not be adjusted for transmission and distribution losses. For billing purposes, Interval Energy Usage for Customer's non-interval meters, if any, will be determined by scaling monthly usage to the applicable class profile. Interval Energy Usage for non-interval meters, if any, will be added to interval usage recorded by Customer's interval meters to determine total Interval Energy Usage at the Customer's properties. MidAmerican may estimate Interval Energy Usage in the event of metering equipment malfunctions. Customer will be billed an amount corresponding to the time period set forth below ("Pricing Period") and will be applied to all the Customer's Interval Energy Usage, as reported by the Delivery Company, for its properties as listed on Schedule A.

PRICING PERIOD. The time period set forth below in the Pricing Period ("Pricing Period") corresponds to the Customer's meter reads of the Estimated Start Date and Estimated End Date, as listed on Schedule A.

ON-PEAK/OFF-PEAK FIXED PRICE. If Customer elects an On-Peak and Off-Peak Fixed Price, the on-peak and off-peak kWh will be determined using the guidelines set forth in the ComEd delivery tariffs. On-peak and off-peak energy usage for Customer's non-interval meters, if any, will be determined by the applicable class profile or existing interval meters. MidAmerican may estimate on-peak and off-peak usage in the event of metering equipment malfunctions.

FIXED PRICE. If Customer does not elect an On-Peak/Off-Peak Fixed Price, the Fixed Price will be applied to all usage within the respective Pricing Period.

Pricing Period	On-Peak/Off-Peak Fixed Price (\$/kWh)		Fixed Price (\$/kWh)
	On-Peak	Off-Peak	
Dec 2015 - Dec 2017	N/A	N/A	\$0.04033

The Fixed Price in this Schedule B includes the following additional items, which may be subject to change in accordance with approved tariffs, operating agreements, business protocols and business practices of the Delivery Company, regional transmission organization (RTO), or independent system operator (ISO):

- **Transmission** charges represent all costs associated with providing transmission service as defined by the applicable transmission tariffs, and are based on MidAmerican's incurred costs and on network peak load contributions (where applicable) as furnished by the RTO, ISO, or Delivery Company.
- **Ancillary** charges include all other electric services as required under the applicable tariffs and operating services agreements with the RTO, ISO, or Delivery Company and are based on MidAmerican's incurred costs.
- **Capacity** charges will be assessed based on the locational reliability charge and peak load contribution (where applicable) as provided by the RTO, ISO, or Delivery Company and MidAmerican's incurred costs.
- **Line Losses** charges are based on the combined transmission and delivery tariff loss factors applied to the Fixed Price for each account separately.

Any future changes in the business practice or business protocols of the Delivery Company, RTO, or ISO; Capacity charges, Ancillary charges or applicable Delivery charges or transmission tariffs that affect the items included in the applicable Transmission charges, Line Loss charges, or Fixed Price, as defined in this Schedule B, may be incorporated herein as a separate adjustment as of the effective date on which the change occurs or thereafter.

SCHEDULE B
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND VILLAGE OF BARTLETT
ENERGY SERVICES - BUNDLED FIXED SUPPLY

DATE: May 11, 2015

In addition to the Fixed Price in this Schedule B, MidAmerican will include and Customer will pay the following as additional line items on the monthly invoice:

- **Delivery charges**, as assigned by the Delivery Company, are applicable to Customer's properties, including but not limited to monthly customer charges, facilities, meter or equipment charges, transition charges, taxes, nuclear decommissioning costs, public purpose program costs, environmental program compliance costs and riders.
- **Renewable compliance charges** including but not limited to costs associated with renewable portfolio standards or all other environmental and renewable program compliance costs required by the Delivery Company, state or federal regulatory agencies and will be based on MidAmerican's incurred cost and billed as a separate line item.

CHANGE IN LAWS. Costs incurred by MidAmerican after the date of this Schedule, resulting from changes in applicable federal or state law, tariffs or the regulatory interpretation that can be reasonably allocated to Customer, will be billed as an authorized charge or adjustment to prices as defined in the Schedules of this Agreement. In the event of a change in law, either Party then has the right to terminate this Agreement upon 30 days advance written notice to the other Party and any settlement amount shall be calculated according to the Events of Default; Remedies section of the Agreement. Such changes in applicable federal or state law or tariffs or regulatory interpretation will not be deemed an event of Force Majeure.

Term:

Customer's Term will begin on or after the account estimated start date listed on Schedule A, and unless earlier terminated as provided in the Agreement, will end on or after the account estimated end date listed on Schedule A.

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SCHEDULE B
TO THE RETAIL ELECTRIC SUPPLIER AGREEMENT
BETWEEN MIDAMERICAN AND VILLAGE OF BARTLETT
ENERGY SERVICES - BUNDLED FIXED SUPPLY

DATE: May 11, 2015

These Schedules, the Retail Electric Supplier Agreement, together with any written supplements thereto and all other Schedules shall form a single integrated agreement (the "Agreement") between MidAmerican and Customer. The parties, by the signatures of their authorized representatives, agree to be bound by all provisions of this Agreement.

MidAmerican Energy Company

Village of Bartlett

By: _____

By: _____

Printed Name: _____

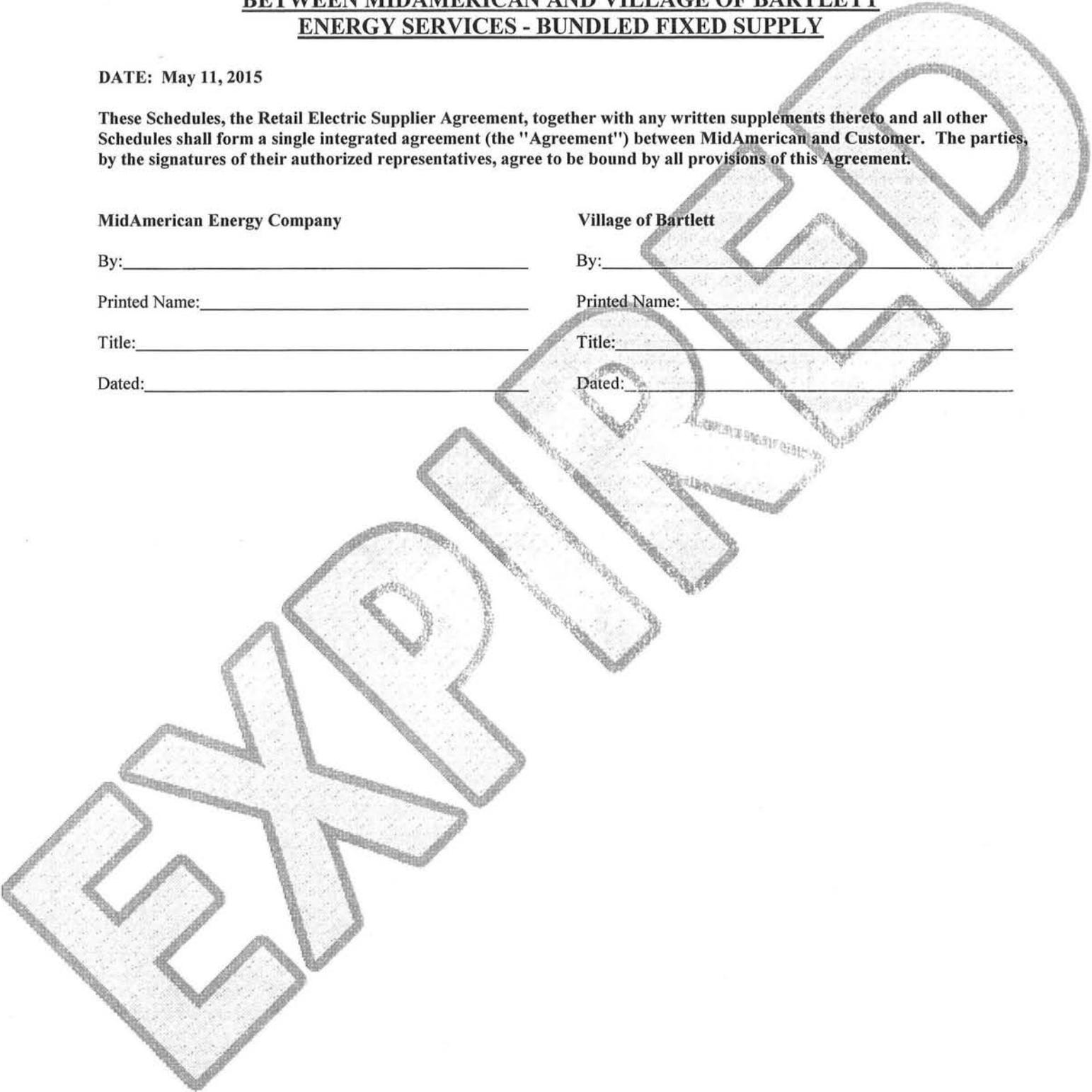
Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____



The following Letter of Agency is required by the state of Illinois (Illinois law 815 ILCS 505/2EE) and protects you from being "slammed" or switched without authorization. MidAmerican Energy will keep a copy of this Letter on file for you.

Letter of Agency

Customer authorizes the Local Distribution Company (LDC) to change Customer's electric service provider to MidAmerican Energy Company effective as of the date hereof. The following information is provided to the LDC to facilitate Customer's request:

Customer: Village of Bartlett

Service Address: See Attached

Billing Address: _____

Telephone Numbers: Day (630) 837-7168
Evening _____

Account Number: See Attached

Customer and MidAmerican Energy have entered into a separate, mutually satisfactory electric service agreement. Customer permits LDC to provide Customer's billing and usage data to MidAmerican Energy. "The LDC may charge a fee for changing your electric service provider to MidAmerican Energy. MidAmerican Energy will pay this fee for Customer."

Letter of Agency is signed and submitted:

By: _____ Date: _____

Illinois law 815 ILCS 505/2EE

An Attachment to Letter of Agency

Village of Bartlett
228 S Main St
Bartlett, IL 60103-4421
Fax Number:
E-mail Address:

Account Number	Account Name	Service Address	Delivery Company
2124118021	Village of Bartlett	1150 Bittersweet Dr BARTLETT, IL 60103-8807	Commonwealth Edison

CONFIRMATION

Contract ID# 1678477

This Confirmation dated 5/12/2015 is made a part of, and pursuant to terms of, the Power Sale Agreement (Letter of Agency) between Buyer and Seller identified herein.

SELLER: Constellation Energy Services, Inc.	BUYER: Village of Bartlett
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NOTICES: 20 N. Wacker Drive Suite 2100 Chicago, IL 60606 Attn: Account Management Phone: (866) 906-5409 Fax: (312) 681-1993 Email: AMIL@Constellation.com	NOTICES: 228 South Main St. Bartlett, IL 60103 Attn: Paul Kuester Phone: (630) 837- 0811 Fax: (630) 837-9043 Email: pkuester@vbartlett.org	INVOICES: 1442 Woodland Hills Dr. Bartlett, IL 60103 Attn: Account Payable Phone: Fax: Email:
--	---	--

QUANTITY	All usage associated with the Accounts listed below, as determined by the utility and adjusted by Seller to include losses for delivery purposes.
-----------------	---

DELIVERY POINT	For each Account below, the interconnect between the applicable ISO/RTO's transmission system and the applicable utility's distribution system.
-----------------------	---

BILLING	<input type="checkbox"/> Seller Billing (Dual Billing) <input checked="" type="checkbox"/> Seller Single Bill Billing (SBO)
----------------	---

ENERGY PRICING	For each billing cycle, Buyer shall pay an Energy Charge per Account, which shall equal (i) the applicable Energy Rate below per kilowatt-hour (kWh), multiplied by (ii) the applicable billing cycle usage. The On-Peak, Off-Peak, Summer, and Non-Summer Energy Rates shall be applied to usage in the applicable "On-Peak", "Off-Peak", "Summer", and "Non-Summer" periods, as defined by the applicable utility.
-----------------------	--

LOSSES PRICING	For each billing cycle, Buyer shall pay a Losses Charge per Account, which shall equal (i) the Losses Rate below per kWh, multiplied by (ii) the billing cycle usage.
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ANCILLARY SERVICES PRICING	For each billing cycle, Buyer shall pay an Ancillary Services Charge per Account, which shall equal (i) the Ancillary Services Rate below per kWh, multiplied by (ii) the billing cycle usage.
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CAPACITY PRICING	For each billing cycle, Buyer shall pay a Capacity Charge per Account, which shall equal (i) the Capacity Rate below per kWh, multiplied by (ii) the billing cycle usage.
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TRANSMISSION SERVICE PRICING	For each billing cycle, Buyer shall pay a Transmission Service Charge per Account, which shall equal (i) the Transmission Service Rate below per kWh, multiplied by (ii) the billing cycle usage.
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RENEWABLE PORTFOLIO STANDARD (RPS) COMPLIANCE PRICING	For each billing cycle, Buyer shall pay an RPS Compliance Charge per Account, which shall equal (i) the RPS Rate below per kWh, multiplied by (ii) the billing cycle usage. Notwithstanding Section III of the Agreement, the Parties agree that Seller shall not pass through to Buyer (a) any increase or decrease in current RPS compliance charges or (b) other increase or decrease in Seller's cost for RPS compliance resulting from a change in or change in interpretation or administration of current tariffs, laws, regulations, or other requirements of a utility, RTO/ISO, FERC, or other transmission providers, as applicable. Notwithstanding the foregoing, Seller may pass through to Buyer (i) any increase or decrease in Seller's cost for RPS compliance resulting from new or additional RPS compliance charges and (ii) other increase or decrease in Seller's cost for RPS compliance resulting from a new or additional tariff, law, regulation, or other requirements of a utility, RTO/ISO, FERC, or other transmission providers, as applicable.
--	---

INVOICE FORMAT	Under "Invoice Format" below: <input type="checkbox"/> If "Detailed" Invoice Format is noted below, Seller shall invoice Buyer for the above Pricing as separate line items. <input type="checkbox"/> If "Combined with Transmission" Invoice Format is noted below, Seller shall invoice Buyer for the above Pricing as one combined rate for each Energy Rate, which shall be the result of summing the applicable Energy Rate with the Losses, Ancillary Services, Capacity, Transmission Service, and RPS Rates. <input type="checkbox"/> If "Combined without Transmission" Invoice Format is noted below, Seller shall invoice Buyer for the above Pricing as (i) one combined rate for each Energy Rate, which shall be the result of summing the applicable Energy Rate with the Losses, Ancillary Services, Capacity, and RPS Rates and (ii) a separate Transmission Service Charge.
-----------------------	--

MATERIAL CHANGE	Buyer acknowledges that the Pricing herein has been established based on each Account's 12-month historical usage as determined by the utility as of the date of this Confirmation (an Account's "Baseline"). If Seller determines that there has been a material and sustained change from an Account's Baseline for reasons other than Force Majeure which results in an increased cost or decreased revenue to Seller ("Cost"), Seller may request that Buyer and Seller meet and agree on a Pricing adjustment to reflect such Cost; provided however, if Buyer and Seller cannot mutually agree, then Seller may pass-through the Cost, without markup.	
DELIVERY PERIOD	The initial Delivery Period for each Account shall begin on the first meter read occurring on or after 12/2/2015 subject to the applicable utility's confirmation of enrollment with Seller. The initial Delivery Period shall continue through the latest meter read date that occurs on or before 12/14/2017 . The Parties acknowledge that the dates provided are based on the applicable utility's read schedules, and actual meter read dates may vary.	
RENEWAL	After the initial Delivery Period, service shall continue on a billing cycle-to-billing cycle basis at a variable market rate reasonably determined by Seller unless (i) terminated by either Party giving 30 days written notice prior to the end of the initial Delivery Period noted above, or (ii) Buyer and Seller agree to alternate Pricing as evidenced by a fully executed Confirmation for the relevant Delivery Period. After the initial Delivery Period, service continuing on a billing cycle-to-billing cycle basis may be terminated by either Party giving 30 days written notice to the other Party.	
SPECIAL CONDITIONS	Non-interval metered usage shall be allocated in Seller's reasonable discretion into On- and Off-Peak hourly periods based on the applicable utility's class average data. Notwithstanding the Pricing sections above, unmetered usage shall be billed using the annualized general lighting charge as provided by the applicable utility.	
	Buyer acknowledges that the pricing herein includes a negotiated fee paid to third party intermediaries involved in the negotiation and execution of this Confirmation. Buyer acknowledges that the intermediary is not an agent of Seller and, thus, is not authorized to bind or represent Seller.	
Fixed Rate in \$/kWh	Summer On-Peak in \$/kWh	0.03668
	Summer Off-Peak in \$/kWh	0.03668
	Non-Summer On-Peak in \$/kWh	0.03668
	Non-Summer Off-Peak in \$/kWh	0.03668
Losses Rate in \$/kWh	0.00253	
Ancillary Services Rate in \$/kWh	0.00266	
Capacity Rate in \$/kWh	0.00537	
Transmission Service Rate in \$/kWh	0.00298	
RPS Rate in \$/kWh	0.00110	

Utility Account #	Utility	Service Address	Invoice Format
7463066003	COMED	2255 South Wind Drive Bartlett, IL 60103	Detailed
4631147098	COMED	1791 Ariana Dr Bartlett, IL 60103	Detailed
4833047022	COMED	138 Oneida Ave Bartlett, IL 60103	Detailed
5163011019	COMED	535 Devon Ave Bartlett, IL 60103	Detailed
5228140042	COMED	120 Railroad Ave Bartlett, IL 60103	Detailed
4665038035	COMED	120 Railroad Ave Bartlett, IL 60103	Detailed
0779095037	COMED	390 Blueheron Cir, Lift Station Bartlett, IL 60103	Detailed
4033130008	COMED	Sign, Pebble Beach Rd 0 Se Rt 59 Bartlett, IL 60103	Detailed
3214100001	COMED	1120 Auburn Lane Bartlett, IL 60103	Detailed
5216103002	COMED	1442 Woodland Hills Dr. Bartlett, IL 60103	Detailed
1979136001	COMED	502 Jervey Lane Bartlett, IL 60103	Detailed
1251136063	COMED	271 S. Oak Ave. Bartlett, IL 60103	Detailed
4748003003	COMED	944 W. Sterns Rd. Bartlett, IL 60103	Detailed
2200061081	COMED	207 E. Country Dr. Bartlett, IL 60103	Detailed
2759011000	COMED	1595 Petersdorf Bartlett, IL 60103	Detailed
1043095059	COMED	1561 Old Forge Dr. Bartlett, IL 60103	Detailed
4839083022	COMED	691 San Diego Place Bartlett, IL 60103	Detailed
5450032000	COMED	2011 Westridge Hill Drive Bartlett, IL 60103	Detailed
1992121017	COMED	01 Bartlett Road Bartlett, IL 60103	Detailed
1303030123	COMED	900 S. Route 59 Bartlett, IL 60103	Detailed
3721116028	COMED	224 Main Street Bartlett, IL 60103	Detailed
3760148000	COMED	1430 Brewster Creek Blvd. Bartlett, IL 60103	Detailed
0575137021	COMED	315 Devon Ave. Bartlett, IL 60103	Detailed
0549158054	COMED	300 Main St. Bartlett, IL 60103	Detailed
0484046004	COMED	31w 124 Lake St. Bartlett, IL 60103	Detailed
0458018043	COMED	28w011 Schick Rd. Bartlett, IL 60103	Detailed
5827123021	COMED	818 Kent Circle Bartlett, IL 60103	Detailed
4488133066	COMED	28w 480 Sterns Rd. Bartlett, IL 60103	Detailed
4410158042	COMED	1150 Bittersweet Dr. Bartlett, IL 60103	Detailed
1106356004	COMED	800 W Oneida Bartlett, IL 60103	Detailed

Buyer agrees that by signing below, Buyer authorizes Seller to begin enrollment and initiate service. This Confirmation to the Power Sale Agreement is effective as of the date signed by Seller.

Seller: Constellation Energy Services, Inc.

Buyer: Village of Bartlett

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Once executed, please return this Confirmation to Constellation Energy Services, Inc. by facsimile to (920) 272-4248

CONFIRMATION

Contract ID# 1678477

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Buyer agrees that by signing below, Buyer authorizes Seller to begin enrollment and initiate service. This Confirmation to the Power Sale Agreement is effective as of the date signed by Seller.

Seller: Constellation Energy Services, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Buyer: Village of Bartlett

By: _____

Name: _____

Title: _____

Date: _____

Once executed, please return this Confirmation to Constellation Energy Services, Inc. by facsimile to (920) 272-4248

COMMUNITY DEVELOPMENT MEMORANDUM

15-095

DATE: May 12, 2015
TO: Valerie L. Salmons, Village Administrator
FROM: Jim Plonczynski, CD Director 
RE: Amplifier Permit Request

Attached is the application from Elizabeth Greiner, requesting approval for a permit to operate an amplifier for Live Bands for the Gospel Singing Reunion at James Pate Phillip State Park, 2054 W Stearns Rd. This event is scheduled to take place on Sunday, June 28, 2015 from 12:00P.M. to 7:00P.M.

Attached for your review and consideration is a Village Board motion to approve the Amplifier Permit to conform with Village Ordinance 3-22-2(A) "Except as provided in subsections B and C... no licensee shall use, operate or employ any such device within the Village limits **on Sunday**, or after the hour of eight o'clock (8:00) P.M. to the hour of eleven o'clock (11:00) P.M. (prevailing time) of any day or before the hour of eight o'clock (8:00) A.M. (prevailing time) of any day without the approval of the Bartlett Village Board; no licensee shall use or operate or employ any such device within the radius of two (2) blocks from any hospital or within the radius of two (2) blocks of any church while services are being held therein."

VILLAGE BOARD MOTION

May 19, 2015

I hereby move to approve the request of Elizabeth Greiner for an Amplifier Permit to allow for Live Bands to operate during a Gospel Singing Reunion on Sunday, June 28, 2015 from 12:00P.M. until 7:00P.M. at James Pate Phillip State Park, 2054 W Stearns Rd

AMPLIFIER PERMIT APPLICATION

For Office Use Only:

Permit #: _____

Received: _____

(Village Stamp)



Village of Bartlett
 Community Development Dept.
 228 S. Main Street
 Bartlett, IL 60103
 Ph: (630) 540-5940
 Fax: (630) 540-5436
 E-mail: CommunityDevelopment@vbartlett.org
 Web: www.village.bartlett.il.us

Village Board approval is required for those requests taking place: Mon-Sat. before 8:00 A.M. or after 8:00 P.M., and on Sundays (all day). **Not to exceed 11:00 P.M.**

APPLICANT MUST COMPLETE AND SIGN APPLICATION

PERMIT APPLICANT:

Elizabeth Greiner 102 Timber Trail 630-550-3510
 NAME ADDRESS Streamwood, IL 60107 PHONE

ADDRESS OF EVENT: 2054 W. Sterns Rd Bartlett, IL
 60103

OWNER OF PROPERTY WHERE EVENT WILL BE HELD:

Bartlett Park Dist.
 NAME ADDRESS PHONE

DESCRIPTION OF EVENT: Gospel Singing Reunion

DAY, DATE, BEGINNING & ENDING TIME OF EVENT:
June 28th 2015 (Sunday) 12p - 7pm

AMPLIFIER DEVICE BEING USED: (e.g. DJ, live band, stereo) 12p Live music

CONTRACTOR (if any): _____
 NAME PHONE LICENSE #

(All Contractors/Electricians completing work on any portion of the project must be licensed with the Village of Bartlett).

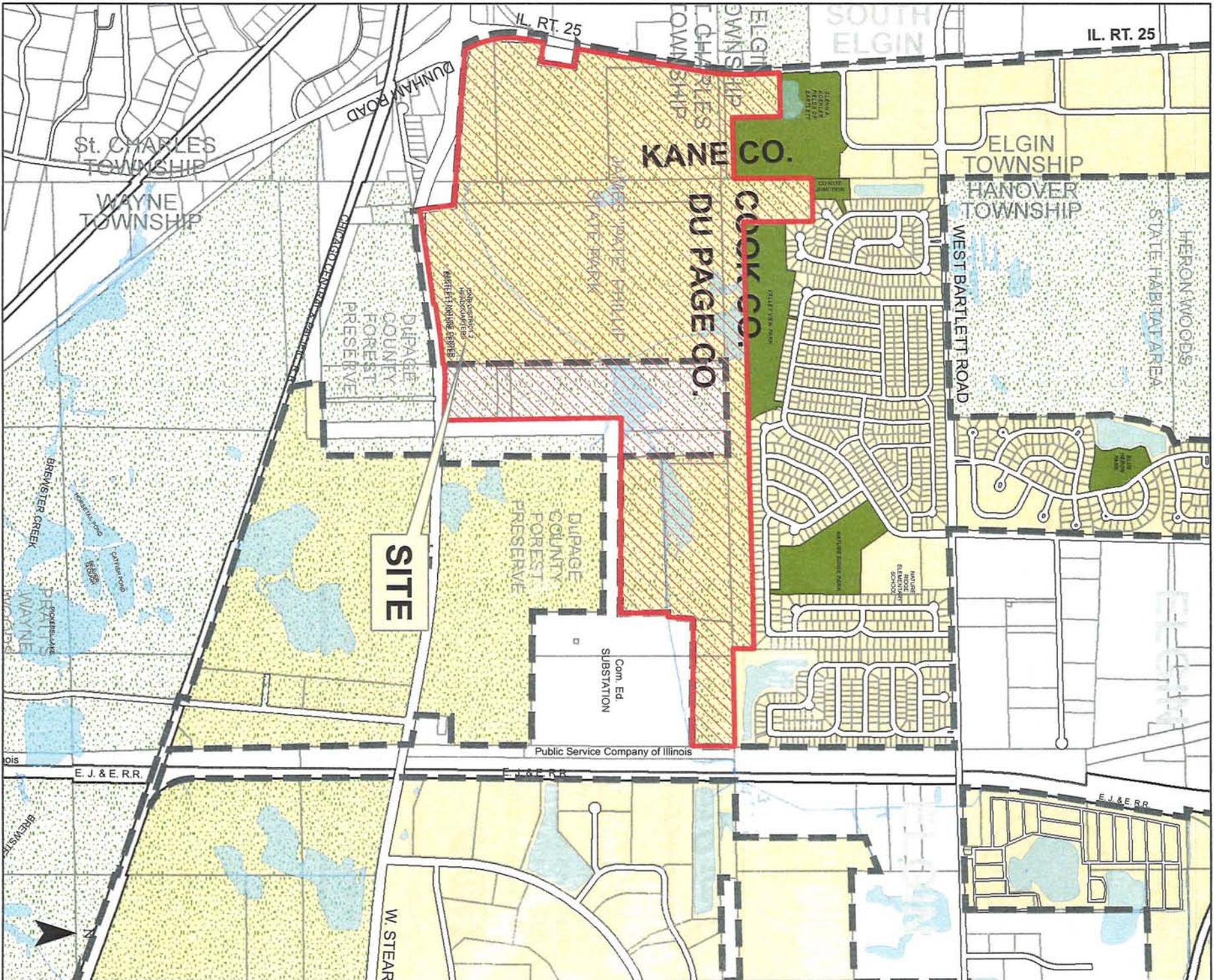
SIGNATURE OF APPLICANT: Elizabeth A Greiner

SIGNATURE OF PROPERTY OWNER: See Attached

FOR OFFICE USE ONLY

Zoning Dist.	FINAL INSPECTION DATE	ISSUED BY	TOTAL FEE 15.00 <i>pd</i>
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LOCATION MAP



Susan DuChesne

From: Dan Mitchell <DMitchell@bartlettparks.org>
Sent: Tuesday, May 12, 2015 12:06 PM
To: Susan DuChesne
Subject: Music



Susan, Liz Greiner rental of the Shelter at the James Pate Phillip State park has been approved for June 28th 1-6 pm .

Dan Mitchell
Environmental Education Manager

Bartlett Nature Center
2054 W. Stearns Road
Bartlett, IL 60103-4504
(847) 608-3100
(847) 429-4674 Fax
DMitchell@bartlettparks.org



*** CONFIDENTIAL ***

This e-mail message may contain confidential information from the Bartlett Park District. If you are not the intended recipient, you are hereby notified that any disclosure, copying, forwarding of this message or the taking of any action in reliance upon its contents is strictly prohibited. In such case, you should notify the sender by reply e-mail and delete this message immediately.



Agenda Item Executive Summary

Item Name Temporary Traffic Lights - Fourth of July Committee or Board Village Board

BUDGET IMPACT

Amount:	\$4,400.00	Budgeted	Yes
List what fund	1700-522500 (Equipment Rentals)		

EXECUTIVE SUMMARY

The Police Department would like to rent a portable traffic light system to assist motorists and pedestrians during the Fourth of July festivities.

ATTACHMENTS (PLEASE LIST)

- Memorandum, requesting this is placed on the Agenda
- Proposed Resolution
- Equipment Lease Agreement
- Certificate of Insurance, Intergovernmental Risk Management Agency

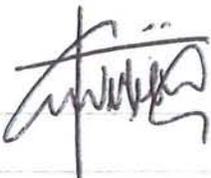
ACTION REQUESTED

For Discussion Only _____

Resolution X

Ordinance _____

Motion:

Staff: 

Date: 4/28/15

**POLICE DEPARTMENT MEMORANDUM
15-26**

DATE: April 28, 2015
TO: Valerie L. Salmons, Village Administrator
FROM: Kent F. A. Williams, Chief of Police 
RE: Temporary Traffic Lights / Fourth of July

At the Fourth of July Festival, we customarily have used a portable traffic light system to assist both motorists and pedestrians in the safe crossing at the intersection of Stearns Road and Rosewood Ct. The John Thomas Company Inc. requires that we enter into a legal agreement in order to use their lights. The effect of this agreement means in any accident we would have to pay for any damage and seek restitution from the party who may damage the lights. We have attached a Certificate of Insurance from the Intergovernmental Risk Management Agency, our insurer.

Our cost this year will be \$4,400 for the Stearns Light Standards, which is the exact same cost from last year. Since John Thomas is the only provider of this type of system in the Midwest, I recommend that the Board approve the attached resolution. I ask that this item be placed on the May 19, 2015 Board Agenda for consideration.

KFAW/hma

RESOLUTION 2015- -

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN EQUIPMENT LEASE
AGREEMENT BETWEEN JOHN THOMAS INC.
AND THE VILLAGE OF BARTLETT**

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

SECTION ONE: That the Equipment Lease Agreement between John Thomas, Inc. and the Village of Bartlett dated May 19, 2015, "Equipment Lease Agreement" a copy of which is hereto and expressly incorporated herein by this reference, is hereby approved.

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

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

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

Lorna Giles, Village Clerk

Project: Village of Bartlett Fourth of July

EQUIPMENT LEASE AGREEMENT

This Equipment Lease Agreement is entered into as of this 27th day of April, 2015, between John Thomas, Inc. ("Lessor"), and Village of Bartlett "Lessee").

1. Identification. Lessor hereby leases to Lessee, and Lessee leases from Lessor, the following equipment:

2 Sets – Portable Traffic Signals

Traffic Sensing Option (one sensor / per trailer)

The subject matter of this Equipment Lease Agreement is herein referred to as the "Equipment." The lease term will be for the duration of the project beginning on approximately the 2nd day of July, 2015 and will automatically renew on a day-to-day basis thereafter until terminated by Lessee pursuant to the provisions contained herein.

2. Project Site The Project site shall be defined as **Fourth of July**, located on or along **Sterns Rd & Rosewood Ct., In Bartlett** in the State of Illinois.
3. Equipment Usage Usage of the Equipment shall be limited to the Project site in accordance with project documents and/or plans which describe such usage. The Equipment shall not be removed from the Project site without the expressed written approval of the lessor.
4. Rental Terms. As and for the rental of such Equipment, Lessee agrees to pay to Lessor, as invoiced by Lessor, **the sum of \$4,400 per Project**.
5. Site Conditions Lessee will provide an accessible and reasonably level location for the equipment. The removal of visual obstructions to the equipment will be the responsibility of the Lessee. The Lessee agrees to provide an auxiliary charging source should solar energy be inaccessible.

6. Insurance. Lessee shall furnish to lessor a current certificate of insurance showing lessor as the certificate holder and include the following caption "John Thomas, Inc. is added as an additional insured to the above general liability policy and loss payee to the above leased and rented equipment coverage. Portable traffic signals are valued at \$75,000 per set." Said certificate of insurance shall be in possession of lessor prior to delivery of equipment to lessee. Said certificate shall obligate the Insurance Provider to notify the lessor in the event of cancellation.

7. Default. Lessee will be in default if any of the following occur:

- a. Lessee does not make a payment within 30 days of invoice date for rent;
- b. Lessee fails to comply with any of the conditions of this Lease;
- c. Lessee is the subject of a proceeding in bankruptcy, receivership, or insolvency of Lessee makes an assignment for the benefit of creditors or dissolves;
- d. Lessee fails to comply with the insurance requirements of this Lease;
- e. If the Equipment is seized by any law enforcement agency for any reason, and not returned within 10 days;
- f. If the Equipment is destroyed, stolen, or damaged beyond repair, and Lessee fails to replace or repair the Equipment within a reasonable time;
- g. Lessee relocates any of the Equipment from the site to which it was delivered by Lessor without the written permission of Lessor: or
- h. Anything else occurs that Lessor believes endangers the Equipment or Lessee's ability to pay.
- i. If lessee performs, or causes to be performed, physical modifications or changes in any manner to the Equipment without Lessor's expressed written permission. In the event that the Lessee makes physical modifications without the Lessor's consent, then Lessee shall be wholly responsible for cost of modifications and the cost of returning the Equipment to its original state.

If Lessor does not assert any rights under this Lease or overlooks any default by Lessee, that does not change the lease, and Lessor may assert that right later or choose not to overlook a default at another time. If either party defaults in its

obligations hereunder, the non-defaulting party can recover from the defaulting party all costs incurred in asserting the non-defaulting party's rights hereunder, including attorney's fees and other court costs.

8. Termination. If Lessee is in default, Lessor may terminate this Lease. If Lessor terminates this Lease as a result of Lessee's default, Lessor will have the rights and remedies provided by law and by this Lease and Lessee will lose all right to keep the Equipment. Lessor will have the right to take the Equipment without demand. To take it, Lessor may enter upon the property and/or premises where the Equipment is stored and remove it. The retaking of the Equipment by Lessor does not release Lessee from any obligation under this Lease. Lessee may terminate this Lease upon 14 days' written notice to Lessor.
9. Warranty. Lessor warrants equipment against mechanical malfunction and will assume all verifiable costs associated with a mechanical malfunction. Mechanical malfunctions as a result of outside influence including but not limited to vandalism, traffic incidents, and mishandling, will not be covered under this warranty.
10. **Lease Only. Lessee agrees that this agreement is one of lease and not of sale and Lessee has no equity or ownership rights in the Equipment.**
11. Indemnification. Lessee will return the Equipment at the end of the lease term in good condition with no excessive wear, use or damage. Lessee agrees to indemnify Lessor from any loss or damage to the Equipment or its contents during the term of this Lease.
12. Delivery. Lessor agrees to deliver the Equipment to the Project site, or other location identified by Lessee and to provide programming and maintenance of the signal system and remove the Equipment upon completion.
13. Severability. If any part of this Lease is not valid according to law, all other parts will remain enforceable.

14. General Provisions. This Lease shall be binding on Lessee and any successors and assigns.
15. Venue The law of Illinois will govern this Lease.
16. Totality of Agreement. This Lease constitutes the entire agreement between the parties.

LESSEE:

LESSOR:

Village of Bartlett

JOHN THOMAS, INC.

By: _____

By:  _____

Title: _____

Title Chief Financial Officer



CERTIFICATE OF COVERAGE

MEMBER: Village of Bartlett

COVERAGE TERM: January 1, 2015 – December 31, 2015

This certificate is issued as a matter of information only and confers no rights upon the recipient. This certificate does not amend, extend or alter the coverages provided to the member.

Intergovernmental Risk Management Agency (IRMA) is not an insurance company. IRMA is an Illinois intergovernmental cooperative agency established by contracting units of local government as defined in the Illinois Constitution of 1970 pursuant to Article VII, Section 10 thereof and Chapter 127, Section 746 of the Illinois Compiled Statutes. IRMA administers a joint risk pool and purchases insurance, as it deems expedient.

COVERAGES: This is to certify that the coverages listed below are provided by IRMA to the member named above for the Coverage Term indicated. This certificate is subject to all terms and conditions of the IRMA Bylaws and Coverage Document, and any applicable contract(s) of commercial insurance.

Type of Coverage and Limits

Shall not be less than:

General Liability	
Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit
Workers' Compensation	Statutory Limits
Employers Liability	\$1,000,000 per occurrence
First Party Property – All Risk	
(Includes Auto Comp./Collision)	\$250,000,000 per occurrence

REFERENCE: Evidence of coverage.

TERMINATION: Should the member named above terminate its participation in IRMA prior to December 31, 2015, written notice thereof will be sent by first class mail to the party named below at the address indicated. However, failure to mail such notice shall impose no obligation or liability upon IRMA.

Authorized Representative of Intergovernmental Risk Management Agency:

Date: January 1, 2014

Margo Ely, Executive Director

CERTIFICATE HOLDER:

Copy to:



Agenda Item Executive Summary

Item Name	PW Staff Replacement Vehicles (2)	Committee or Board	Board
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BUDGET IMPACT

Amount:	\$37,932.00	Budgeted	\$54,000.00
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List what
fund Vehicle Replacement Fund

EXECUTIVE SUMMARY

The Suburban Purchasing Cooperative (SPC) is a joint purchasing program sponsored by the Northwest Municipal Conference, DuPage Mayors & Managers Conference, South Suburban Mayors and Managers Association, and Will County Governmental League. Together the SPC represents 140 municipalities and townships in the six county area of Northern Illinois. As members of the Northwest Municipal Conference and the DuPage Mayors & Managers Conference, the Village is eligible to participate in the SPC joint purchasing program. The SPC has awarded contract #129 for the purchase of 2016 Ford Escapes to Currie Motors Fleet in Frankfort, IL.

These vehicles would be purchased as part of our normal vehicle replacement program. The delivered cost of each vehicle is \$18,966.00, and the total for the two vehicles needed is \$37,932.00.

The FY 2015-2016 budget provides \$54,000 for the purchase of (2) PW replacement staff vehicles. The Escapes will replace PW staff vehicles that have been used for 12 years.

ATTACHMENTS (PLEASE LIST)

Memo, Motion

ACTION REQUESTED

Resolution _____

Ordinance _____

Motion: _____

Staff: Dan Dinges

Date: May 12, 2015

Director of Public Works

Motion

I move to purchase (2) two 2016 Ford Escapes through the Suburban Purchasing Cooperative, Contract #129, in the amount of \$37,932.00 from Currie Motors Fleet in Frankfort, IL.

MEMO

Date: May 12, 2015

To: Valerie L. Salmons, Village Administrator

From: Dan Dinges, Public Works Director

Re: Purchase of (2) Two Ford Escapes for Public Works Replacement Vehicles

The Suburban Purchasing Cooperative (SPC) is a joint purchasing program sponsored by the Northwest Municipal Conference, DuPage Mayors & Managers Conference, South Suburban Mayors and Managers Association, and Will County Governmental League. Together the SPC represents 140 municipalities and townships in the six county area of Northern Illinois. As members of the Northwest Municipal Conference and the DuPage Mayors & Managers Conference, the Village is eligible to participate in the SPC joint purchasing program. The SPC has awarded contract #129 for the purchase of 2016 Ford Escapes to Currie Motors Fleet in Frankfort, IL.

These vehicles would be purchased as part of our normal vehicle replacement program. The delivered cost of each vehicle is \$18,966.00, and the total for the two vehicles needed is \$37,932.00.

The FY 2015-2016 budget provides \$54,000 for the purchase of (2) PW replacement staff vehicles. The Escapes will replace PW staff vehicles that have been used for 12 years.

I request authorization to purchase (2) two 2016 Ford Escapes from Currie Motors Fleet of Frankfort, IL in the amount of \$37,932.00.

Please place this on the next available Board Agenda.



Agenda Item Executive Summary

Item Name 2015 Crack Sealing Project Committee or Board Board

BUDGET IMPACT

Amount:	\$ 44,814.77	Budgeted	\$ 50,000.00
List what fund	MFT Funds		

EXECUTIVE SUMMARY

On April 16, 2015, a *Notice to Bidders* was published in the IDOT Bulletin, soliciting bids for the 2015 Crack Sealing Project. This project consists of crack routing and sealing the asphalt pavement. Three (3) bid packets were distributed to prospective bidders and two (2) bid packets were returned. Bids were due no later than 10:00 AM on May 1, 2015.

Behm Pavement Maintenance, Inc. submitted the low bid of **\$44,814.77** for this project. Behm has previously worked with the Village and we have been satisfied with the quality of their work. I have attached the bid tally sheet for the project.

ATTACHMENTS (PLEASE LIST)

Memo, Motion, Bid Tab, Agreement, Resolution

ACTION REQUESTED

For Discussion Only _____

Resolution X

Ordinance _____

Motion _____

Staff: Dan Dinges

Date: May 6, 2015

Director of Public Works

MEMO

Date: May 1, 2015

To: Valerie L. Salmons, Village Administrator

From: Dan Dinges, Public Works Director

Re: *2015 Crack Sealing Project Bid Opening*

On April 16, 2015 a *Notice to Bidders* was published in the IDOT Bulletin, soliciting bids for the 2015 Crack Sealing Project. This project consists of routing and sealing the asphalt pavement. Three bid packets were distributed to prospective bidders. Bids were due no later than May 1, 2015 at 10:00 AM.; two bid packets were returned.

Behm Pavement Maintenance Inc. submitted the low bid of \$44,814.77 for this project. Behm Pavement Maintenance Inc. has worked for the Village in previous years, and we feel Behm Pavement Maintenance Inc. can adequately perform this work. I have attached a bid tally sheet for your review.

The budget amount is \$50,000.00 that will be funded using MFT funds. The remaining funds will be returned to the MFT fund to be used at a later date.

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

Please place this on the next available Board Agenda.

Motion

I move the Village Board award the bid for the 2015 Crack Sealing
Project to Behm Pavement Maintenance Inc. of
Crystal Lake, Illinois in the amount of \$44,814.77



VILLAGE OF BARTLETT

2015 CRACK SEALING PROGRAM
BID TABULATION
 May 1, 2015

				Engineers Estimate		Behm Pavement Maintenance Inc. 3010 Rt. 176 Crystal Lake IL. 60014		SKC Construction Inc. P.O. Box 503 West Dundee, IL. 60118			
Item No.	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	ROUTING AND CRACK SEALING	LB	37,037	\$1.350	\$49,999.95	\$1.210	\$ 44,814.77	\$1.471	\$ 54,481.43	\$0.00	\$0.00
TOTAL					\$49,999.95		\$44,814.77		\$54,481.43		\$0.00

RESOLUTION 2015 - ___ - R

**A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE
VILLAGE OF BARTLETT AND BEHM PAVEMENT MAINTENANCE INC.
FOR THE 2015 CRACK SEALING PROJECT**

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

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

Behm Pavement Maintenance Inc. (the "Contractor") at the unit pricing set forth in its bid, which when applied to the estimated quantities for the Project Work, total \$44,814.77.

SECTION TWO: That the 2015 Crack Sealing Project Agreement between the Village of Bartlett and the Contractor for the Project Work, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement"), is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED May 19, 2015.

APPROVED May 19, 2015.

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2015 - ___-R, enacted on May 19, 2015, and approved on May 19, 2015, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

2015 CRACK SEALING PROJECT AGREEMENT

This Crack Sealing Project Agreement (the "Agreement") is entered this 19th day of May, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Behm Pavement Maintenance Inc. (the "Contractor") (collectively, the "Parties").

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

Project Work.

- a. For the improvements of approximately 28 miles of routing, cleaning and sealing transverse and longitudinal cracks and curb line joints.

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

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

Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before September 25, 2015.

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

1. All payments under the Agreement shall be based on the unit prices set forth in Contractor's Schedule of Prices (the "Unit Pricing"); attached hereto and incorporated and based on actual quantities supplied and installed/constructed by the Contractor in accordance with the terms and conditions herein, as determined and certified by the Village or its Engineer.
2. Neither Owner nor Engineer guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

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

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

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

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

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

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

(v) Certified Payrolls (defined below)

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

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

c. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company; (2) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the

Project Work; all of which shall be signed and notarized; (3) Certified Payrolls; and (4) such additional documentation and/or information requested by the Village relative to said payment.

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

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

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

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

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

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

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

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

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

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

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

1. Commercial General and Umbrella Liability Insurance.

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

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

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

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

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

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

2. Continuing Completed Operations Liability Insurance.

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

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

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

3. Business Auto Liability Insurance.

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

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

4. Workers Compensation and Employees Liability Insurance.

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

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

5. Excess Umbrella Liability Insurance Coverage.

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

6. General Insurance Provisions.

a. Evidence of Insurance

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

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

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

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

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

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

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

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

b. Acceptability of Insurers

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

c. Cross-Liability Coverage

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

d. Deductibles and Self-Insured Retentions

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

e. The Village Shall Not Waive Any Rights of Subrogation

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

f. Failure to Comply with Insurance Reporting Provisions

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

g. All Insurance Obtained Shall Apply Separately to Each Insured

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

h. Insurance Requirements Cannot be Waived

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

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

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

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

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

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

j. Notice of Personal Injury or Property Damage

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

k. Subcontractors

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

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

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

J. Prevailing Wages.

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

K. Default.

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

L. Limitation on the Owner's Liability.

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

M. Hazardous Substances.

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

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

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

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

N. Delays in Project Work.

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

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

O. Change Orders.

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

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

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

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

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

R. Exhibits and Contract Documents.

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

S. Assumption of Liability.

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

T. Severability

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

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

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

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

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

W. Clean Air Act and Federal Water Pollution Control Act

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

X. Removal and Disposal

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

Y. Work by Trade Unions

If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate

or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at neo additional cost to the Owner.

Z. Illinois Human Rights Act.

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

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

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

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

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

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

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

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

Z-1. Guarantee.

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

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

Z-2 Miscellaneous.

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

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

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

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

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

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

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

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

VILLAGE OF BARTLETT

BEHM PAVEMENT MAINTENANCE INC.

By: _____
Kevin Wallace
Village President

By: _____
Title: _____

Attest:

Attest:

By: _____
Lorna Giles, Village Clerk

Title: _____

Date: _____

Date: _____



Agenda Item Executive Summary

Item Name Verizon Wireless License Agreement at Oneida Ave. Water Tower Committee or Board Board

BUDGET IMPACT

Amount: NA (+\$3,083/month) Budgeted NA

List what fund Water Fund

EXECUTIVE SUMMARY

Verizon Wireless has approached the Village to install cellular equipment at the Oneida Ave. water tower. We currently have a license agreement with T-Mobile on this tower so this will be the second license agreement for this tower.

The agreement includes a \$35,000 initial payment with a monthly license fee of \$3,083.00 for the first five year term. They will also pay the Village \$1,000 for the replacement of a tree that will be removed during their equipment installation. The agreement includes three additional five year terms for a total of 20 years.

The Village Attorney and I have negotiated and reviewed this agreement with Verizon and believe this agreement is consistent with the existing agreements we currently have.

ATTACHMENTS (PLEASE LIST)

- Memo
- License Agreement
- Resolution
-

ACTION REQUESTED

For Discussion Only _____

Resolution _____

Ordinance _____

Motion: I MOVE TO APPROVE RESOLUTION 2015-_____, A RESOLUTION APPROVING THE NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS.

Staff: Dan Dinges

Date: 5/11/15

PUBLIC WORKS MEMO



DATE: May 11, 2015

TO: Valerie Salmons
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Verizon Wireless License Agreement at Oneida Ave. Water Tower

Verizon Wireless has approached the Village to install cellular equipment at the Oneida Ave. water tower. We currently have a license agreement with T-Mobile on this tower so this will be the second license agreement for this tower.

The agreement includes a \$35,000 initial payment with a monthly license fee of \$3,083.00 for the first five year term. They will also pay the Village \$1,000 for the replacement of a tree that will be removed during their equipment installation. The agreement includes three additional five year terms for a total of 20 years.

The Village Attorney and I have negotiated and reviewed this agreement with Verizon and believe this agreement is consistent with the existing agreements we currently have.

MOTION:

I MOVE TO APPROVE RESOLUTION 2015-____, A RESOLUTION APPROVING THE NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS.

RESOLUTION 2015 - _____

**A RESOLUTION APPROVING OF THE NON-EXCLUSIVE
LICENSE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND
CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS**

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

SECTION ONE: The Non-Exclusive License Agreement dated May 19, 2015, between the Village of Bartlett and Chicago SMSA Limited Partnership d/b/a Verizon Wireless (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2015 - _____ enacted on May 19, 2015, and approved on May 19, 2015, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

NON-EXCLUSIVE LICENSE AGREEMENT

This Agreement (herein so called) is made as of the _____ day of _____, 2015, by and between the VILLAGE OF BARTLETT, an Illinois home rule municipal corporation (the "Village" or "Licensor") and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, an Illinois limited partnership ("Verizon Wireless" or "Licensee") (collectively, the "Parties").

RECITALS

WHEREAS, the Village is the owner of certain real estate commonly known as the Oneida Avenue Water Tower Property, which is legally described on Exhibit A (the "Water Tower Property"); and

WHEREAS, Verizon Wireless desires to obtain a license to utilize a portion of the Water Tower Property for the purpose of the construction, operation and maintenance of radio communications facilities near the base of the Tower, and to install and operate certain transmit and receive antennas attached to certain portions of the exterior of the Tower as provided for herein; and

WHEREAS, Verizon Wireless also desires a license for ingress and egress and a construction license for constructing, installing, removing, repairing, relocating, replacing, maintaining or operating improvements pursuant to this Agreement; and a utility license to be used for the purpose of the construction, installation, removal, repair, relocation, replacement, maintenance and operation of electrical, telephone and other communications facilities and transmission lines as may be required in connection with the transmission and distribution of electricity, telephone and other communications, and sounds and signals;

NOW, THEREFORE, in consideration of the terms, conditions and license fees hereinafter set forth and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. a. The Village hereby grants a non-exclusive license to Verizon Wireless for the Term as hereinafter defined in Section 3 of this Agreement to utilize a 20 foot by 36 foot portion of the Water Tower Property near the base of the Tower, as legally described on the land survey with sheet titled "SITE EXHIBIT" prepared by Thompson Surveying, Ltd. dated 12-30-14, as the "Licensed Site" attached hereto as Exhibit B and depicted thereon as the 20' x 36' License area lying south of the Tower and West of the existing equipment cabinet on the Southeast corner thereof for the purpose of installing, maintaining, operating and replacing its radio communications facilities, and to construct an equipment building as described in paragraph 1c herein and depicted and described on the preliminary engineering plans dated May 27, 2014, last revised March 18, 2015, prepared by Terra Consulting Group, Ltd., copies of which are attached hereto as Exhibit C and incorporated herein (the "Engineering Plans"), together with a 20 foot wide non-exclusive access license for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or

motor vehicle, including trucks, to and from the Bartlett Avenue public right-of-way as legally described on Exhibit B under the heading "Access License" and as depicted thereon as the "Access License", and together with a four (4) foot wide non-exclusive utility license area, and an eight (8) foot wide non-exclusive utility license area for the installation and maintenance of underground utility wires, cables, conduits, and pipes, subject to the terms and conditions herein, legally described on Exhibit B under the headings "Utility License" and depicted thereon as the "Utility License" and "4' Utility License" and depicted thereon as the 4' Wide Utility License, hereinafter sometimes collectively referred to as the "Utility License" or the "Utility License Areas". The areas depicted on the Engineering Plans as the Utility License and the Access License are collectively referred to herein as the "Utility and Access License Areas". The Village grants an additional non-exclusive license to Verizon Wireless to utilize space on the existing handrail around the bottom of the ball of the Tower as described and depicted on the Engineering Plans for the purpose of installing, maintaining, operating, and replacing nine (9) mounting brackets and nine (9) cellular antennas, as described in paragraph 1c, subject to the terms and conditions herein (the "Tower License"). The Licensed Site, the Access License, the Utility License and the Tower License are hereinafter collectively referred to as the "Licensed Premises." As used herein, "Facilities" include the Equipment Building, antennas, mounting brackets, utility lines (both within the 20' x 36' Licensed Site and under the Utility License), electronic equipment, and support structures thereto.

b. Licensee shall have access to the Licensed Site seven (7) days a week, twenty-four (24) hours a day. Notwithstanding the foregoing, Licensee shall reasonably notify the Village Public Works Department at 630-837-0811 in the event that Licensee requires access to the Water Tower during the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday ("Business Hours"). In the event Licensee requires access to the Water Tower outside of Business Hours, on weekends, holidays or in the event of an emergency, Licensee shall contact the Village Director of Public Works, Dan Dinges, at 630-837-9348 in order to gain access to the Water Tower. Any and all construction work, including major repair, replacement or removal work shall be performed only between the hours of 7:00 a.m. and 9:00 p.m. on weekdays and 8:00 a.m. and 9:00 p.m. on Saturdays and Sundays.

c. Licensee is hereby permitted to construct an equipment building on the Licensed Site having external dimensions of approximately 25' 5.5" in width by 11' 6" in depth (the "Equipment Building") in accordance with the final engineering plans approved by the Village Engineer, the Village Building Director and the Village Public Works Director (the "Final Engineering Plans"). Licensee is hereby permitted to install and affix nine (9) cellular transmit and receive antennas mounted to nine (9) antenna mounting brackets on the Tower, which mounting frames and antennas on the Tower shall be painted to match the color of the Tower, and constructed and installed in strict accordance with the Final Engineering Plans and Village Public Works Director (the "Mounting Frames and Antennas"). Notwithstanding any provision in this Agreement to the contrary, Verizon Wireless shall install, maintain, operate, repair and replace the Mounting Frames and Antennas and other Facilities so as not to cause unreasonable interference with any pre-existing licensee's operations including but not limited to those of T-Mobile Central LLC ("T-

Mobile”) and shall hold harmless, defend, and indemnify the Village for such interference as provided for in paragraph 24(d) herein. Licensee acknowledges receipt of the license agreement, site plan and the engineering plans relative to T-Mobile’s approved communications facilities. Licensee undertakes full and complete responsibility at all times hereafter for the expenses of, and quality of, construction, installation and compliance of Licensee’s Facilities with all applicable federal, state and local laws, regulations and codes, code requirements and regulations of governmental authorities having jurisdiction over the construction and installation, including, but not limited to, compliance with acts affecting construction of public buildings and service areas used by public employees, and Licensee agrees to remedy or correct any deficiencies with such compliance. The construction shall be processed pursuant to permit and conducted by authorized and licensed personnel and shall be performed in compliance with local, state, and federal requirements for construction activities upon public property. Licensee shall be responsible for all permit costs. Prior to the issuance of building permits, Licensee shall maintain and provide the Village with evidence of each of the insurance coverages specified herein in the amounts so specified.

2. a. Provided Verizon Wireless is not in default under this Agreement beyond any period allowed hereby for cure, Verizon Wireless shall have the non-exclusive right, during the Term to conduct tests and to install, maintain, operate, replace or remove any of its Facilities in or upon the Licensed Premises (as defined in paragraph 1 above) all of which shall belong to and be removable by Verizon Wireless in accordance with paragraph 9 of this Agreement. The Village agrees that Verizon Wireless shall have access to the Licensed Premises per Section 1.b of this Agreement in order to conduct tests and to install, maintain, operate, replace or remove the Facilities pursuant to the Access License and subject to any conditions contained in this Agreement.

b. Prior to commencing construction and/or location of Facilities, including the construction of the Equipment Building and the installation of the Antennas, Verizon Wireless shall submit to the Village a complete set of Verizon Wireless's engineering plans for construction on the site. Prior to affixing the Mounting Frames and Antennas, Licensee shall furnish the Village with a report from a licensed structural engineer in which said engineer opines that the existing handrail is structurally sound and will support the Mounting frames and Antennas as designed under extreme weather conditions, including that they will withstand winds in excess of 75 mph. The Village shall review such plans within thirty (30) days of receipt of a complete set of said plans. If (i) the plans comply with all applicable federal, state and local codes, rules and regulations, including but not limited to the National Electric Safety Code and the National Electric Code (2011 edition) and the Bartlett International Building Code (2012 edition) as the same may be amended from time to time, (ii) the Village Building Director determines that said proposed Facilities will not endanger any person or property, (iii) the Village Engineer determines that the proposed Facilities will not affect the structural integrity of the Tower or the existing walkway, and (iv) the Village Public Works Director determines that the Facilities will not unreasonably interfere with the Village's current and/or future operations at the site, and/or with the operations and/or use of the Water Tower Property by any of the Village’s licensees, lessees, invitees, or other permitted users, including but not limited to T-Mobile, then the

Village shall promptly issue a building permit. Prior to the receipt of such building permit, Verizon Wireless will not begin construction on the Licensed Premises. The revised Engineering Plans to be approved by the Village Building Director, Village Engineer and Village Public Works Director are hereinafter referred to as the "Final Engineering Plans". Verizon Wireless shall cause all work performed hereunder and all equipment, materials, and goods installed and/or constructed hereunder to be in strict accordance with the Final Engineering Plans.

c. Notwithstanding any other provision of this Agreement to the contrary, Verizon Wireless shall not make any alterations, additions, installations, substitutes or improvements excluding routine maintenance and like-for-like replacements that are of substantially the same size, weight, and number of antennas and substantially the same mounting systems (hereinafter collectively called "Alterations"), which the Village has not approved pursuant to paragraph 2b above, in and to the Licensed Premises and/or Utility and Access License Areas without first obtaining the Village's written consent. The Village shall not unreasonably withhold or delay its consent; provided, Verizon Wireless shall have submitted new engineering plans and structural engineer's reports if the Alterations increase the number of antennas or the weight of any such antenna increases by more than five (5) pounds or the mounting system or type will change. However, the Village shall have no obligation to consent to Alterations that in the Village Engineer's reasonable opinion fail to comply with the requirements of paragraph 2b above. Verizon Wireless shall pay the Village's actual and reasonable costs not to exceed \$1,000.00 for reviewing or inspecting any proposed Alterations.

d. All work shall be done at reasonable times in compliance with hours allowed for construction under the Bartlett Building Code in a "first class" workmanlike manner, by contractors approved by the Village, according to the Final Engineering Plans approved by the Village, which consent shall not be unreasonably withheld or delayed. All work shall be done in compliance with all applicable laws, regulations and rules of any government agency with jurisdiction, and with all regulations of the Board of Fire Underwriters, Factory Mutual Engineering, or any other similar insurance body or bodies. Verizon Wireless shall be solely responsible for the effect of the Facilities and/or any Alterations on the Tower's structure or systems, notwithstanding that the Village has consented to the work, and shall reimburse the Village within thirty (30) days after receipt of an invoice for any actual and reasonable costs incurred by the Village by reason of any faulty work or damage to the Tower caused by Verizon Wireless or its contractors, or subcontractors, employees or agents, except to the extent that such damage may be due to or resulting from the negligence or willful misconduct of the Village. Upon completion of the Facilities, including any Alterations, Verizon Wireless shall provide the Village with a complete set of "as-built" plans.

e. The parties agree that Verizon Wireless shall complete the initial construction of its communications facility in accordance with the Final Engineering Plans on or before the date that is twelve (12) months after the Commencement Date ("Construction Completion Date").

f. Verizon Wireless shall keep the Licensed Premises and Access and Utility License Areas and Verizon Wireless's license interest herein free of any liens or claims of liens, and shall discharge any such liens within ten days of their filing. To the fullest extent permitted by law, Verizon Wireless shall indemnify, defend and hold the Village harmless from and against any and all liens or claims for liens for material or labor by reason of any work done and/or material furnished by or to Verizon Wireless in connection with any construction, installation, maintenance, repair, Restoration Work, as defined herein, or other work undertaken at any time by Verizon Wireless or on behalf of Verizon Wireless, its contractors, subcontractors, and/or agents in or upon the Licensed Premises and/or Access and Utility License Areas. Prior to the commencement of any work, including the installation of any Antennas, Cabinets, or other Facilities, Verizon Wireless shall furnish the Village with a performance bond, labor and material payment bond in the amount of \$100,000.00 and in the form attached hereto as Exhibit D, co-signed by a surety licensed by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of the A.M. Best's Insurance Guide to guaranty the performance of Verizon Wireless's obligations hereunder, including but not limited to completion of construction by the Construction Completion Date, payment of all construction, installation, and replacement costs, license fees, taxes, completion of removal and restoration work by the Restoration Completion Date, and payment of the Restoration Work costs, if any, as required under paragraph 9 herein (the "Bond").

g. Verizon Wireless shall not conduct tests, install, maintain, operate, replace or remove any Facilities so as to disrupt, disturb or otherwise interfere with the activities of the Village without first obtaining the prior written permission of the Village.

3. a. The initial term (the "Initial Term") of this Agreement shall be five (5) years, and shall commence upon July 1, 2015 (the "Commencement Date"), provided that Verizon Wireless is not then in default under this Agreement beyond any period allowed hereby for cure. THEREAFTER, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR THREE (3) ADDITIONAL TERMS OF FIVE (5) YEARS EACH (THE "RENEWAL TERMS") AT THE MONTHLY LICENSE FEES DESCRIBED IN PARAGRAPH 3B(3) HEREIN, UNLESS LICENSEE SHALL GIVE THE VILLAGE WRITTEN NOTICE AT LEAST 90 DAYS PRIOR TO THE EXPIRATION OF THE THEN CURRENT FIVE YEAR TERM OR RENEWAL TERM OF LICENSEE'S INTENTION NOT TO RENEW AND FURTHER PROVIDED THAT VERIZON WIRELESS IS NOT IN BREACH OR DEFAULT HEREUNDER AT THE TIME OF THE RENEWAL AND THAT THIS AGREEMENT HAS NOT BEEN EARLIER TERMINATED. During the Initial Term and Renewal Terms of this Agreement, either party may terminate the Agreement only in accordance with the provisions of paragraph 6, 15, paragraph 27 or paragraph 28. The word "Term" as used herein shall be deemed to include not only the Initial Term but the Renewal Terms as well, as and when the Renewal Terms commence unless sooner terminated under the terms hereof.

c. (1) Effective as of the Commencement Date and on the first day of each month thereafter during the Initial Term, Verizon Wireless shall pay the Village a license fee

in equal monthly installments of Three Thousand Eighty-three and 00/100 dollars (\$3,083.00). A license fee for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. The license fee shall be payable to the Village at 228 South Main Street, Bartlett, Illinois, 60103, Attention: Village Treasurer. The parties acknowledge and agree that the initial payment of the monthly license fee will be sent by Licensee within thirty (30) days after the Commencement Date.

(2) As additional rent, Verizon Wireless shall make a one-time payment to the Village as a signing bonus in the amount of Thirty Five Thousand and 00/100 dollars (\$35,000.00) ("One-Time Payment") payable within forty-five (45) days after the Commencement Date.

(3) Verizon Wireless shall pay to the Village the sum of One Thousand and 00/100 Dollars (\$1,000.00) within forty-five (45) after the Commencement Date to cover the cost to the Village to replace the existing tree that Verizon Wireless will remove to place its equipment on the License Site.

(4) The monthly license fee for any Renewal Term(s) shall be payable on the first of each month according to the following fee schedule:

License Fee for the First Renewal Term (years 6 through 10):	\$3,500.00 per month
License fee for the Second Renewal Term (years 11 through 15):	\$4,000.00 per month
License Fee for the Third Renewal Term (years 16 through 20):	\$4,600.00 per month

Village hereby agrees to provide to Verizon Wireless certain documentation (the "Rental Documentation") evidencing Village's interest in, and right to receive payments under, this Agreement, specifically meaning that documentation necessary for Verizon Wireless to comply with tax and information return reporting rules of the Internal Revenue Service ("IRS") or state and local governments, including without limitation, IRS form W-9 and applicable state withholding forms, in a form reasonably acceptable to Verizon Wireless.

4. Verizon Wireless shall pay the entire cost of any utility service utilized by Verizon Wireless. Invoices for utility service shall be sent to Licensee at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, Washington 99210-2375 or emailed to livebills@ecova.com. Licensee shall pay such utility invoices within thirty (30) days after receipt of the same from the Village.

5. The Utility License and Access License shall automatically terminate ninety (90) days after the termination or expiration of the other license(s) granted in paragraph 1(a) herein to the License Premises.

6. It is understood and agreed that Verizon Wireless's ability to use the Licensed Premises and the effectiveness of this Agreement is contingent upon Verizon Wireless obtaining after the full execution of this Agreement any and all certificates, permits and other approvals that may be required by any federal, state or local governmental authorities and all electric and telephone utility connections to Licensee's Facilities that may be required for operation of the Facilities (collectively, the "Approvals"). In the event Verizon Wireless is unable to obtain said Approvals, this Agreement shall be rendered null and void with no further duty or obligation upon either party by virtue hereof except for Verizon Wireless's obligation to reimburse the Village for all of its expenses, including its attorney's fees in drafting this Agreement and the Village's consultant fees, including engineering fees to review all plans, drawings and specifications submitted or by or on behalf of Verizon Wireless, provided that such fee shall not exceed five thousand dollars (\$5,000.00) and shall be paid by Licensee within thirty days (30) after receipt of an invoice for the same from the Village.

7. The Village represents to Verizon Wireless that the Village has the authority to grant the license and rights being provided to Verizon Wireless under this Agreement. The Village acknowledges that Verizon Wireless is relying upon the foregoing representation in entering this Agreement and expending monies in connection therewith. Notwithstanding the foregoing, in the event the use of the Licensed Premises and/or Utility and Access License Areas is prevented by law, ordinance, government regulation, injunction or court order, Verizon Wireless's sole and exclusive remedy shall be limited to the termination of this Agreement, and in such event, the Village shall not be liable for any damages incurred by Verizon Wireless as a result of the termination of this Agreement as to the Licensed Premises and/or Utility and Access License Areas except to the extent that such termination is due to Village's failure to comply with any such law, ordinance, governmental regulation, injunction or court order. Verizon Wireless represents to the Village that it has the full right to enter into and perform this Agreement and to install, operate and maintain the Facilities and that the operation and maintenance of the Facilities shall not infringe on the legal rights of any other licensed telecommunications providers.

8. a. Licensee, at its expense, shall defend, indemnify and hold harmless the Village, and its officials, officers, employees, volunteers, successors and assigns (collectively, the "Indemnified Parties") from and against any cost, claim, action, liability or damage of any kind, including, but not limited to, reasonable attorney's fees and court costs, arising from or caused by: (i) the conduct or management by Licensee and/or Licensee's Agents on the Licenses Premises, the Utility and Access Areas, the Tower, and/or the Facilities and/or any business, activity, and/or use thereon, or any work or thing whatsoever done, or condition created in or about the Licensed Premises, the Utility Access Areas, and/or the Tower during the Term of this Agreement by Licensee and/or Licensee's Agents; (ii) any act, omission, wrongful act or negligence of Licensee and/or Licensee's Agents and/or any licensee or tenant of Licensee, and/or any contractor, subcontractor of any tier, employee and/or agent thereof; (iii) any accident, injury or damage whatsoever occurring in or at the Licensed Premises and/or Water Tower Property attributable to the Facilities; (iv) interference with use and/or operation of the T-Mobile Licensed Premises or the T-Mobile Facilities; and/or (v) property damage and/or bodily injury to or upon the

Licensed Premises, the Water Tower Property, the T-Mobile Licensed Premises, and/or the T-Mobile Facilities attributable to acts and/or omissions of Licensee and/or Licensee's Agents; except to the extent caused by the negligent, willful, wanton or intentional acts of a party Indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Licensee shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses, including, but not limited to reasonable legal fees, incurred by reason of Licensee's breach of any of its obligations under, or Licensee's default of, any provision of this Agreement, except to the extent caused by the negligent, willful, wanton or intentional acts of a party Indemnified hereunder.

The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this paragraph 8, and provide the indemnifying party with copies of any demands, notices, summons, or legal papers received in connection with such claim, demand, lawsuit or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnify obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

The obligations of this paragraph 8 shall survive the termination and/or non-renewal of this Agreement.

Licensee shall similarly require all contractors and subcontractors performing any Initial Construction Work, Alteration Work, Emissions Reduction Work, Remediation Work, and/or Restoration Work to indemnify the Indemnified Parties as provided above.

9. Within ninety (90) days after the expiration or termination of this Agreement ("Restoration Completion Date"), Verizon Wireless shall remove all of its Facilities from the Licensed Premises and Utility and Access License Areas and restore the Licensed Premises and Utility and Access License Areas to, and yield up the Licensed Premises, the Tower, and Utility and Access License Areas in at least as good a condition as existed prior to the Commencement Date, ordinary wear and tear excepted, including but not limited to the removal of the Facilities, including but not limited to, the cabinets, concrete pad, mounting frames, antennas, and utility lines (the "Restoration Work").

10. Except to the extent of the Village's obligation pursuant to this Agreement, Verizon Wireless shall keep the Licensed Premises and Utility and Access License Areas in good condition and repair in accordance with and shall otherwise comply in all respects with any and all applicable state, federal and municipal laws.

11. In the event the site or a portion of the site on which the Licensed Premises and/or Utility and Access License Areas are located is sold, leased or otherwise conveyed by the Village, or in the event the Village determines that the Licensed Premises and/or Utility and Access License Areas should be used by the Village or a third party with the permission of the Village for purposes inconsistent with the continued use of the Licensed Premises and/or Utility and Access License Areas as a location for the installation, operation, maintenance and repair of the Facilities, the Village, after the initial term, may require Verizon Wireless to relocate the Facilities at the Village's cost, to another location designated by the Village, provided that Verizon Wireless shall not be required to relocate the Facilities to such alternate site unless such alternate site is acceptable to Verizon Wireless in its reasonable discretion. If the Village and Verizon Wireless cannot agree on an alternative site, then this Agreement shall terminate and in such event the parties shall have no further liability therefor. The Village shall give Verizon Wireless not less than one hundred eighty (180) days written notice before Verizon Wireless can be required to relocate the Facilities pursuant to this paragraph. The Village agrees not to require Verizon Wireless to relocate the Facilities to an alternative site pursuant to this paragraph until at least five (5) years after the Commencement Date. Notwithstanding the provisions of this paragraph 11, the Village may not require Verizon Wireless to relocate its Facilities in order for the Village to lease or grant a license to another cellular provider for use of the Licensed Premises and/or Utility and Access License Areas.

12. Verizon Wireless shall maintain such insurance on the Facilities covering the loss or damage to the Facilities as it may deem reasonable and necessary. The Village shall have no liability for damage, loss or destruction to the Facilities, unless such damage, loss or destruction is due to an intentional, willful or reckless act of the Village.

13. Verizon Wireless may not assign or otherwise transfer all or any part of its interest in this Agreement or in the Licensed Premises and/or Utility and Access License Areas without the prior written consent of the Village, which the Village may withhold in its sole discretion; provided, however, that Verizon Wireless may assign all (but not a part of) its interest to its parent company, any subsidiary or affiliate or to any successor in interest or entity acquiring fifty-one per cent (51%) or more of its stock or assets ("Assignee"), provided that any such assignment shall be subject to all the terms and conditions of this Agreement and any such assignee shall assume all of Licensee's obligations under this Agreement. The Village may assign and/or transfer its title in interest in this Agreement upon written notice to Verizon Wireless, subject to the assignee and/or the transferee assuming all of the Village's obligations herein. Notwithstanding the foregoing, any such assignment that requires any Alterations to and/or change in use or additional use, including but not limited to, installation of additional antennas and/or operating at a different frequency by any such parent, subsidiary and/or affiliate may be subject to additional license fees to be paid to the Village, as reasonably agreed between such assignee and the Village.

14. The Village waives any lien rights it may have concerning the Facilities which are deemed Verizon Wireless's personal property and not fixtures, and Verizon Wireless has the right to remove the same at any time without the Village's consent, provided that

Verizon Wireless shall remain liable for the Restoration Work and payment of all license fees required herein.

15. a. If (1) Verizon Wireless shall be in default of the payment of the License Fee, and such default shall continue for twenty (20) days after written notice thereof is given to Verizon Wireless, or (2) Verizon Wireless shall default in the performance of any other of Verizon Wireless's material obligations contained in this Agreement and such default shall continue for thirty (30) days after written notice thereof is given to Verizon Wireless, then, in addition to any other remedies which may be available to the Village at law or in equity, upon five (5) days prior written notice to Verizon Wireless, the Village may, if the Village so elects, terminate this Agreement.

b. In the event that the Village shall be in default of the performance of any of its material obligations under this Agreement, and such default or action shall continue in effect for thirty (30) days after written notice thereof is received by the Village, then in addition to any other remedies at law or inequity which may be available to Verizon Wireless, Verizon Wireless may, upon five (5) days prior written notice to the Village, if it so elects, terminate this Agreement.

c. A party may terminate this Agreement by giving written notice to the other party (1) if bankruptcy, composition, reorganization, insolvency or liquidation proceedings are instituted by or against the other party and such proceedings are not dismissed within sixty (60) days after the date they were instituted, (2) if the other party makes an assignment for the benefit of creditors, or (3) if a trustee, receiver or similar officer of any court is appointed for the other party, whether with or without the consent of the other party.

16. Verizon Wireless shall conduct its operations at the Licensed Premises including the Utility and Access License Areas, and the Tower, and control its agents, employees, contractors, subcontractors, and invitees in such a manner so as not to create any nuisance or interfere with, annoy or disturb any use of the Water Tower Property by the Village or any other licensee, lessee, permitted user, occupant or invitee of the Village, including but not limited to T-Mobile, who Licensee acknowledges has existing antennas on the Tower and equipment and appurtenances on the Water Tower Property. Verizon Wireless shall comply with any and all applicable federal, state and local laws, rules, regulations and ordinances, including those of the Village pertaining to the Licensed Premises including the Utility and Access License Areas, and the Tower as adopted from time to time.

17. a. Verizon Wireless shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Licensed Premises, Utility and Access License Areas and/or Water Tower Property, by Verizon Wireless, except that Verizon Wireless shall be permitted to use batteries for emergency power and other materials necessary for the installation and normal operation of Verizon Wireless's Facilities. If the presence of Hazardous Substances brought upon, kept, stored or used in or about the Licensed Premises, Utility and Access License Areas, and/or Water Tower

Property by Verizon Wireless, its officers, employees, agents, or independent contractors, in violation of this paragraph, and/or said batteries used for emergency power, or other materials necessary for the installation and normal operation of the Verizon Wireless Facilities, result in contamination of the Licensed Premises, Utility and Access License Areas, Water Tower Property and/or other property owned, leased or controlled by the Village, Verizon Wireless shall pay for all actual costs of clean up and shall indemnify, hold harmless and at the Village's option, defend the Village, and its employees, affiliates, agents, volunteers, officers, and officials from and against any and all claims, demands, expenses (including actual and reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about the Licensed Premises, Utility and Access License Areas, or other property owned, leased or controlled by the Village, but only to the extent due to Verizon Wireless's fault or the fault of any of Verizon Wireless's officers, employees, agents, contractors or subcontractors; provided, however, that this indemnification shall not apply to the extent the Village causes any such environmental occurrence.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the state in which the Premises are located; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Verizon Wireless's activities or the activities of any of Verizon Wireless's officers, employees, agents, contractors, or subcontractors, violate any Environmental Laws, Verizon Wireless shall cease such activities immediately upon notice from the Village. Verizon Wireless 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.

Verizon Wireless represents, to the best of its knowledge, to the Village that Verizon Wireless's use of the Licensed Premises and/or Utility and Access License Areas does not require Verizon Wireless to obtain any permits or licenses from any governmental body responsible for monitoring or otherwise overseeing compliance with Environmental Laws. Verizon Wireless further covenants to the Village that if any such permits or licenses for Verizon Wireless's Permitted Uses are required in the future, Verizon Wireless shall notify the Village immediately, obtain such permit or license within such time limits allowed by law, and provide the Village with copies of the same within five (5) days of receipt of issuance.

b. The Village represents that, to the best of its actual knowledge, it has not caused any Hazardous Substances to be brought upon, kept, stored or used in or about

the Licensed Premises and/or Utility and Access License Areas. If the presence of Hazardous Substances existing prior to this Agreement on the Licensed Premises and/or Utility and Access License Areas, which were brought upon, kept, stored or used in or about the said property by the Village, its employees, agents, contractors, or subcontractors, acting on behalf of and at the direction of the Village in violation of this paragraph results in contamination of the Licensed Premises and/or the Utility and Access License Areas, the Village shall pay for all actual costs of clean up and shall indemnify, hold harmless and at Licensee's option, defend Licensee and its employees, affiliates and agents from and against any and all claims, demands, expenses, costs, fines, penalties and other liabilities, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about the Licensed Premises and/or Utility and Access License Areas due to the Village's fault or the fault of the Village's employees, agents, contractors, or subcontractors, acting on behalf of and at the direction of the Village; provided, however, that this indemnification shall not apply to the extent Licensee, or any of its employees, agents, contractors, subcontractors, lessees or licensees cause or contribute to any such environmental occurrence.

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

The Village represents, to the best of its actual knowledge, to Licensee that the Village's use of the Tower does not require the Village to obtain any permits or licenses from any governmental body responsible for monitoring or otherwise overseeing compliance with Environmental Laws. The Village further represents that if any such permits or licenses for the Village are required in the future, the Village shall notify Licensee immediately, obtain such permit or license within such time limits allowed by law, and provides Licensee with copies of the same within five (5) days of receipt of issuance.

18. Verizon Wireless shall procure and maintain for the duration of this Agreement and any extensions or renewals thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with Verizon Wireless's operation and use of the Licensed Premises including the Facilities, Utility and Access License Areas, and/or the Tower, and/or installation, construction, alterations, and/or removal of the Facilities. The cost of such insurance shall be borne by Verizon Wireless, and shall be in the following coverages and amounts (the "Minimum Insurance Requirements"):

a. Commercial General Liability Coverage covering Verizon Wireless and including the Village and its officers, officials, employees, volunteers, and assigns, as an additional insured as their interest may appear (the "Additional Insured") as respects liability arising out of the Licensed Premises including the Utility and Access License Areas, the Tower, the Facilities, and/or the Alterations, including premises, operations, independent contractors, products, completed operations, personal injury, advertising, injury and contractual liability, and/or arising out of activities performed by Verizon Wireless or its employees. Verizon Wireless agrees that in the event any of its authorized agents, contractors or subcontractors should: a) cease operation; b) exhaust its insurance limits due to previous claim payments; or c) have its insurance policies cancelled by its insurer, Verizon Wireless will assume that agent, contractor or subcontractor's responsibility for outstanding insurance claims arising out of activities performed by such agent, contractor or subcontractor on the Licensed Premises. Said insurance coverage shall contain no special limitations on the scope of coverage afforded Additional Insured. Said insurance coverage shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the Village, except for claims attributable to the sole negligence, willful/wanton, or intentional misconduct of the Village, its officials, or employees, as respects the Village, its officers, officials, employees, volunteers and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers and agents shall be in excess of Verizon Wireless's insurance and shall not contribute with it. Verizon Wireless shall maintain limits of not less than \$3,000,000 combined single limit for any one occurrence for bodily injury, personal injury and property damage and \$5,000,000 general aggregate. Licensee shall also furnish the Village with a copy of the "Blanket Additional Insured Endorsement" including the Village, its officials, officers, employees, volunteers, and assigns as an additional insured. All insurance shall be from any insurance company or companies licensed, authorized or permitted to do business in Illinois with a policy holder's rating of at least an "A-" and a financial rating of at least "VII" in the latest edition of the Best Insurance Guide.

b. Worker's Compensation and Employers' Liability: Workers compensation limits as required by statute and Employers' Liability limits of \$1,000,000 each accident; \$1,000,000 per disease-each employee; \$1,000,000 disease policy limit.

c. Commercial Automobile Liability: Verizon Wireless shall maintain commercial auto liability insurance with a combined single limit of not less than \$1,000,000 each accident covering all owned, hired and non-owned autos.

d. Verizon Wireless shall, prior to the Commencement Date and prior to the installation of any of its Facilities, and from time to time at the Village's request during the Term, furnish to the Village certificates evidencing such coverage. Upon receipt of notice of cancellation from its insurer, Verizon Wireless shall provide the Village with thirty (30) days prior written notice of such cancellation.

e. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Agreement by any action or omission, including,

but not limited to (1) allowing any work to commence by or on behalf of the Licensee before the Village is in receipt of certificates of insurance, (2) failing to review any certificates of insurance received, or (3) failing to advise Licensee that any certificate of insurance fails to contain all the required insurance provisions, or may be deficient in any other manner. Licensee agrees that the obligation to provide the insurance required under this Agreement is solely its responsibility and that it is a requirement which cannot be waived by any action, inaction or omission by the Village.

f. Any contractor or subcontractor of Licensee performing any work and/or Alteration upon the Water Tower Property, including but not limited to any construction, installation, improvements, maintenance, repairs, alteration, and/or removal and/or replacement of any Facilities ("Licensee's Agents") shall similarly maintain at their sole cost substantially the same insurance with substantially the same limits as required of Verizon Wireless including but not limited to furnishing the Village with the Additional Insured Endorsements required pursuant to paragraph 18a above.

g. Notwithstanding any provision herein to the contrary, in the event Licensee and/or Licensee's Agents fail to maintain the Minimum Insurance Requirements, the licenses granted herein shall be immediately suspended until Licensee and Licensee's Agents comply with the Minimum Insurance Requirements and furnish documentation to the Village evidencing such compliance.

h. The Village reserves the right to reasonably amend the types and amounts of coverages required herein every five (5) years based on recommendations from the Village's then existing risk management agency or other insurance provider.

19. Verizon Wireless shall not use or permit the Licensed Premises and/or Utility and Access License Areas to be used in any manner which would render the insurance thereon void or the insurance risks more hazardous; provided, however, that if Verizon's use of the Licensed Premises, the Utility and Access Areas and/or the Tower does make the insurance risks more hazardous, then without prejudice to any other remedy of the Village for such breach, Verizon shall pay to the Village on demand the amount by which the Village's insurance premiums are increased as a result of such use immediately following receipt of documentation from the Village evidencing said increase in insurance premiums. Verizon shall not use or occupy the Licensed Premises, the Utility and Access License Areas and/or the Tower, or permit the Licensed Premises to be used or occupied contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, or in any manner which would cause structural injury to the Tower or other Village property or cause injury to person(s) or which would constitute a public or private nuisance or waste.

20. In any case where the approval or consent of the Village is required, requested or otherwise to be given under this Agreement, such approval or consent shall be given in writing by the Village Administrator, and Verizon Wireless may rely upon any such written approval or consent. In any case where the approval or consent of a party is required under this Agreement, the party shall not unreasonably delay or withhold its approval or consent.

21. The parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. The parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations hereunder.

22. The Village represents to Verizon Wireless that to the best of its actual knowledge the Tower currently complies with all marking and lighting requirements of the Federal Aviation Administration and FCC. The Village agrees to correct any deficiencies of such current requirements if cited by either agency. If either agency requires different or additional markings or lighting because of Verizon Wireless's use of the Tower, such compliance shall be at the sole expense of Verizon Wireless.

23. Verizon Wireless acknowledges that the Licensed Premises, Utility and Access License Areas and Water Tower Property are currently exempt from all taxes, including, but not limited to, real estate taxes. In the event, however, (a) this License Agreement or the rights granted under this Agreement results in the full or partial loss of such exemption, or (b) the Licensed Premises, Utility and Access License Areas and/or the non-licensed portion of the Water Tower Property become subject to the assessment of real estate taxes and/or a tax on the leasehold and/or license interest as a result of this Agreement and/or Verizon Wireless's use and/or operations of the Licensed Premises and/or the Utility and Access License Areas, then Verizon Wireless agrees to pay the Village the amount of any such tax within thirty (30) days after receipt of an invoice therefore, but reserves the right to appeal such assessment, prior to the due date therefor for each tax year this Agreement remains in effect, including any and all extensions. In the event other non-municipal users including but not limited to T-Mobile install equipment on the premises resulting in any such tax assessment, the amount of any such tax shall be prorated between such users. Verizon Wireless shall also pay any and all taxes on personal property and any sales, use, occupation, or similar taxes attributable to Verizon Wireless's use and/or operation of the Facilities, Licensed Premises, and/or Utility and Access License Areas.

24. a. Verizon Wireless shall operate the Licensed Premises and Utility and Access License Areas and the Facilities in a manner that will not cause interference to the Village and other existing licensees of the site, including but not limited to T-Mobile. All operations by Verizon Wireless shall be in compliance with all Federal Communications ("FCC") requirements, including the operation of all equipment.

b. Subsequent to the installation of the Facilities, the Village shall not permit itself, its lessees or licensees to install new equipment on the Tower, the Licensed Premises, and the Utility and Access License Areas, or any of said areas, if such equipment is likely to cause interference with Verizon Wireless's operations. Such interference shall be deemed a material breach by the Village. In the event interference occurs, the Village agrees to take all reasonable steps necessary to eliminate such interference. Notwithstanding the above, the Village shall have the right to install

equipment that is in compliance with all FCC standards and regulations. The Village shall not be liable for any interference caused by T-Mobile, including that caused by any new or modified equipment that T-Mobile installs in accordance with its rights to alter, maintain, modify, repair or replace its existing equipment under the T-Mobile License. The parties agree that Verizon Wireless's remedies for such interference shall include, but are not limited to, specific performance and/or injunctive relief in order to enforce the provisions of this paragraph.

c. Should the Village claim interference due to Verizon Wireless' Facilities, Verizon Wireless shall cooperate with the Village and, if applicable T-Mobile to determine whether or not Verizon Wireless' Facilities and/or operations are the source of such claimed interference. Such cooperation shall include, but not be limited to, intermodulation studies. Should it be determined by such studies that such interference is directly attributable to the operations of Verizon Wireless' Facilities, Verizon Wireless, at its sole cost and expense, shall take all reasonable measures to modify the Facilities in order to eliminate such interference.

d. Verizon Wireless understands that the Village has granted a non-exclusive license to T-Mobile for use of space on the Tower and near the base of the Tower for the installation, maintenance, operation, and replacement of T-Mobile's radio communication facilities pursuant to a Non-Exclusive License Agreement between the Village and T-Mobile, a copy of which has been furnished to Verizon Wireless and which is referred to herein as the "T-Mobile License". Operation and/or use of the Licensed Premises, Utility and Access License Areas, and/or Facilities by Verizon which causes unreasonable interference with T-Mobile's operations which Verizon fails to promptly eliminate, shall be a material breach of this Agreement. Verizon, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the Village, and its officials, officers, employees, agents, invitees, licensees, lessees, and contractors from and against any claim, cost, action, liability or damage of any kind arising from (i) Verizon's use and/or operation of the Licensed Premises, Utility and Access License Areas, and/or Facilities and/or acts and/or omissions of or on behalf of Verizon, its employees, contractors, subcontractors, or agents, which causes interference with T-Mobile's operations; and or (ii) otherwise causes the Village to be in breach or default of its License Agreement with T-Mobile, except to the extent such claim, cost, action, liability or damage may be caused by the negligence or willful misconduct of the Village its officials, officers, employees, agents, invitees, licensees, lessees, and contractors. The parties agree that the Village's remedies shall include, but are not limited to, specific performance and/or injunctive relief in order to enforce the provisions of this paragraph.

25. If either party hereto defaults in the performance of any obligations hereunder and such default continues beyond the applicable cure period, the non-defaulting party, after providing written notice to the defaulting party in accordance with Section 29, may perform such obligation on the defaulting party's behalf. The non-defaulting party shall make reasonable efforts to have said work performed in the presence of the defaulting party. In so doing, the non-defaulting party may, but shall not be required to, make any payment of money or perform any other act. All actual and reasonable sums paid by the

non-defaulting party, and all incidental costs and expenses, shall be due and owing from the defaulting party to the non-defaulting party within thirty (30) days after receipt of an invoice therefore, together with interest from the date of demand to the date of payment at the rate of 10% per annum or the highest rate permitted by applicable law Notwithstanding the above, the non-defaulting party shall allow the defaulting party thirty (30) days to perform said obligation(s) prior to having said work performed on its behalf, unless the performance of said work is necessary to protect the health and/or safety of person(s) and/or to avoid damage to property, in which case the non-defaulting party may perform or cause to be performed such work immediately, and shall provide notice to the defaulting party as provided above to the extent practical under the circumstances.

26. If either party institutes any action to enforce the provisions of this Agreement or to seek a declaration of rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs as part of any award.

27.

a. The parties acknowledge and agree that the Village intends to paint the tower during the period expected to begin on September 1, 2015 and end on December 31, 2015. Upon the Commencement Date and prior to September 1, 2015, provided that all necessary permits and approvals have been received, Licensee shall be permitted to weld its antenna mounts to the Tower, install its equipment shelter, install underground conduit and cables, and install its improvements within the Utility Areas. Other than as set forth in this Section 27, Licensee agrees not to commence work to install any Facilities on the Tower until after the Village has completed painting the Tower.

b. The parties further acknowledge and agree that effective as of the Commencement Date, Licensee will be permitted to collocate and operate its communications equipment ("Temporary Equipment") on a temporary tower ("Temporary Tower") to be located on the Water Tower Property. Licensee acknowledges and agrees that its right to install and operate the Temporary Equipment on the Temporary Tower is contingent upon Licensee's shared use of the Temporary Tower with T-Mobile and execution of a collocation agreement by and between Licensee and T-Mobile. Licensee shall also be permitted to install all necessary cables and conduits to run between its equipment shelter and the Temporary Tower, all as substantially described in the attached Exhibit C. Upon the Village's completion of the Tower painting work, Village shall provide written notice of the same to Licensee, and thereafter Licensee shall have a period of one hundred twenty (120) in which to complete its initial installation on the Tower as depicted in Exhibit C. The parties further acknowledge and agree that Licensee shall not be required to remove its equipment from the Temporary Tower until its equipment is installed, integrated and fully operational on the Tower to Licensee's reasonable satisfaction.

c. Notwithstanding the provisions of Section 27.b or any other provision to the contrary herein, in the event the Village determines that it is in its best interests to raze the Tower, to re-paint the Tower, or otherwise perform repairs or maintenance work on the Tower, the Village shall give Licensee 180 days prior written notice to Verizon Wireless of

its intention to raze the Tower or perform such other maintenance work, in which event Verizon Wireless shall remove its personal property from the Tower and the Village shall permit Licensee use of temporary cellular facilities including a cellular-on-wheels facility, direct-bury monopole, ballast tower or similar installation at Licensee's sole cost and expense, during the time it takes for the Village to complete the painting, repair or maintenance work to the Tower, upon the Water Tower Property if feasible; otherwise, provided that the location for such temporary facility is reasonably acceptable to Licensee, and subject to the approval of the Village Engineer and the Director of Public Works. Within ninety (90) days after notice from the Village of completion of said painting, repair or maintenance work, Licensee may remount and reconnect the Antennas that were temporarily removed from the Tower in the same location, all at the Licensees sole cost, except that during the time of such temporary relocation no monthly license fee shall be due from Licensee. The Village agrees that after the Commencement Date, it will not repaint the Tower more than once every 10 years during the term or any extended term of this Agreement.

28. This Agreement may be terminated without further liability as follows: (i) in accordance with paragraphs 6 and/or 15 of this Agreement; or (ii) by Licensee for any reason or for no reason, provided Licensee delivers written notice of early termination to the Village no later than thirty (30) days prior to the Commencement Date; or (iii) by Licensee at any time to be effective as of the next annual anniversary of the Commencement Date provided Licensee delivers written notice of early termination to the Village at least nine (9) months prior to the end of the then current license year; or (iv) by Licensee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Facilities, provided that Licensee shall use its best efforts to obtain and maintain said licenses, permits and other necessary approvals; or (iv) by Licensee if Licensee is unable to occupy and utilize the Licensed Premises due to an action of the FCC, including, without limitation, a take back of channels or change in frequencies. Nothing in this paragraph shall be construed as relieving Licensee of its obligation to perform the Restoration Work in accordance with paragraph 9 of this Agreement.

29. a. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served:

(1) When delivered by overnight courier to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday excluding federal holidays; or

(2) When mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid.

b. Notice shall be given to the following:

If to Verizon Wireless: Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 00192
Attn: Network Real Estate

If to the Village: Village of Bartlett
228 South Main Street
Bartlett, Illinois, 60103
Attn: Valerie Salmons, Village Administrator

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

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

30. Notwithstanding any other provision of this Agreement, any license, privilege, or right to occupy any public way within the corporate limits of the Village is non-exclusive.

31. Within thirty (30) days after completion of the construction of the Facilities, Licensee shall test the radio frequency ("RF") emissions and the electromagnetic field ("EMF") emissions to determine whether the RF and/or EMF emissions exceed any federal, state, and/or local limits and/or standards relative to same ("Allowable Emissions"). Licensee shall furnish said test results to Licensor documenting the Facilities in compliance with the Allowable Emissions. In the event, the RF and/or EMF omissions exceed the applicable Allowable Emissions, Licensee, at its sole cost, shall cause the Facilities to comply with the Allowable Emissions and shall furnish additional test results to Licensor documenting the Facilities in compliance with the Allowable Emissions within forty-five (45) days of the construction of the Facilities (the "Emissions Reduction Work").

32. Compliance with Law. All goods, equipment, and all labor furnished relative to the Facilities and/or Licensed Premises, including but limited to any and all Initial Construction, maintenance, operations, use, repairs and/or Alterations shall comply with all applicable Federal, State and local laws, rules, and regulations relative thereto including, but not limited to, all regulations, rules and/or laws as required by the Federal Occupational Safety and Health Act (OSHA), the Illinois Department of Labor (IDOL), the U.S. Department of Labor (USDOL), EEOC, FCC, the Illinois Department of Human Rights, and/or the Human Rights Commission and all applicable Village of Bartlett Ordinances and Codes including but not limited to the Village of Bartlett Building Codes and Zoning Ordinances (collectively, the "Laws"). In the event of any conflicting Laws, the most stringent Law shall apply. To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless the Village, its officials, officers, employees, and volunteers from loss or damage, including, but not limited to, attorney's fees, and other costs of defense by

reason of actual or alleged violations of any Laws or Law. This obligation shall survive the expiration and/or termination of this Agreement.

33. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. Nothing in this Agreement, including but not limited to the provisions of paragraphs 8 and/or 17, shall be construed and/or interpreted in any way as a waiver, express or implied, of any common law and/or statutory privileges and/or immunities of the Village, its officials, officers, employees, volunteers and/or agents, as to any claim, cause, and/or cause of action of any kind or nature whatsoever.

34. a. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties with respect to the subject matter hereof.

b. [INTENTIONALLY OMITTED]

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 License Agreement, section headings shall be disregarded.

f. Any recitals herein are hereby incorporated into this Agreement by reference.

g. The following exhibits are attached hereto and incorporated herein and made a part hereof:

- (i) Exhibit A - Legal Description of Oneida Avenue Water Tower Property
- (ii) Exhibit B - Land Survey
- (iii) Exhibit C – Preliminary Engineering Plans
- (iv) Exhibit D – Form of Performance Bond - Labor and Material Payment Bond

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

i. The parties acknowledge that this Agreement was freely negotiated by both parties, each of whom was represented by counsel; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against either party.

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

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

[Signature Appear on Following Page]

CHICAGO SMSA LIMITED PARTNERSHIP

By: Cellco Partnership

Its: General Partner

By: _____

Lynn Ramsey
Area Vice President Network

Attest:

Name: _____

Title: _____

VILLAGE OF BARTLETT:

By: _____

Kevin Wallace
Village President

Attest:

Lorna Giles, Village Clerk

Exhibit A

Legal Description of Oneida Avenue Water Tower Property

PROPERTY LEGAL DESCRIPTION (PARENT PARCEL):

LOTS 1, 2 AND 3 IN BLOCK 9 OF H.O. STONE & CO'S. TOWN ADDITION TO BARTLETT, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 35 AND IN THE SOUTHEAST QUARTER OF SECTION 34, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1929 AS DOCUMENT 10435526, IN COOK COUNTY, ILLINOIS.

PROPOSED 20' x 36' LICENSED SITE:

AN ACCESS LICENSE OVER THAT PART OF LOT 1 IN BLOCK 9 OF H.O. STONE & CO'S. TOWN ADDITION TO BARTLETT, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 35 AND IN THE SOUTHEAST QUARTER OF SECTION 34, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1929 AS DOCUMENT 10435526, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 80 DEGREES 44 MINUTES 48 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 25.47 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 12 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED LINE 0.95 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED LICENSED SITE, SAID CORNER ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 80 DEGREES 44 MINUTES 48 SECONDS WEST 36.00 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 12 SECONDS EAST 20.00 FEET; THENCE SOUTH 80 DEGREES 44 MINUTES 48 SECONDS EAST 36.00 FEET; THENCE SOUTH 09 DEGREES 15 MINUTES 12 SECONDS WEST 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. CONTAINING 720 SQ. FT., MORE OR LESS

PROPOSED ACCESS LICENSE:

AN ACCESS LICENSE OVER THAT PART OF LOT 1 AND LOT 2 IN BLOCK 9 OF H.O. STONE & CO'S. TOWN ADDITION TO BARTLETT, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 35 AND IN THE SOUTHEAST QUARTER OF SECTION 34, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1929 AS DOCUMENT 10435526, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 80 DEGREES 44 MINUTES 48 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 25.47 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 12 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED LINE 0.95 FEET; THENCE NORTH 80 DEGREES 44 MINUTES 48 SECONDS WEST 36.00 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 12 SECONDS EAST 20.00 FEET; THENCE SOUTH 80 DEGREES 44 MINUTES 48 SECONDS EAST 5.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 29 DEGREES 02 MINUTES 37 SECONDS WEST 5.91 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 34.37 FEET; THENCE SOUTH 09 DEGREES 15 MINUTES 12 SECONDS WEST 20.07 FEET TO THE SOUTHERLY LINE OF SAID LOT 2; THENCE NORTH 80 DEGREES 44 MINUTES 48 SECONDS WEST ALONG SAID SOUTHERLY LINE 20.00 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 12 SECONDS EAST 37.07 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 25.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 20.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 25.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 43.14 FEET; THENCE SOUTH 29 DEGREES 02 MINUTES 37 SECONDS WEST 33.48 FEET; THENCE NORTH 80 DEGREES 44 MINUTES 48 SECONDS EAST 25.48 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. CONTAINING 2,440 SQ. FT., MORE OR LESS

PROPOSED UTILITY LICENSE:

A UTILITY LICENSE OVER THAT PART OF LOT 1 IN BLOCK 9 OF H.O. STONE & CO'S. TOWN ADDITION TO BARTLETT, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 35 AND IN THE SOUTHEAST QUARTER OF SECTION 34, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1929 AS DOCUMENT 10435526, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 80 DEGREES 44 MINUTES 48 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 25.47 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 12 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED LINE 0.95 FEET; THENCE NORTH 80 DEGREES 44 MINUTES 48 SECONDS WEST 36.00 FEET; THENCE NORTH 09 DEGREES 15 MINUTES 12 SECONDS EAST 20.00 FEET; THENCE SOUTH 80 DEGREES 44 MINUTES 48 SECONDS EAST 28.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 09 DEGREES 15 MINUTES 12 SECONDS EAST 11.33 FEET; THENCE NORTH 59 DEGREES 56 MINUTES 36 SECONDS EAST 21.11 FEET; THENCE SOUTH 30 DEGREES 03 MINUTES 24 SECONDS EAST 8.00 FEET; THENCE SOUTH 59 DEGREES 56 MINUTES 36 SECONDS WEST 17.32 FEET; THENCE SOUTH 09 DEGREES 15 MINUTES 12 SECONDS WEST 7.54 FEET; THENCE NORTH 80 DEGREES 44 MINUTES 48 SECONDS WEST 8.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. CONTAINING 229 SQ. FT., MORE OR LESS

PROPOSED 4' UTILITY LICENSE:

A 4.00 FOOT WIDE UTILITY LICENSE OVER THAT PART OF LOT 1 IN BLOCK 9 OF H.O. STONE & CO'S. TOWN ADDITION TO BARTLETT, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 35 AND IN THE SOUTHEAST QUARTER OF SECTION 34, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1929 AS DOCUMENT 10435526, 2.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 09 MINUTES 51 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 2.03 FEET TO THE POINT OF BEGINNING; THENCE NORTH 80 DEGREES 44 MINUTES 48 SECONDS WEST PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1 A DISTANCE OF 25.14 FEET TO THE POINT OF TERMINUS, THE SIDE LINES LENGTHENED OR SHORTENED AS NECESSARY, IN COOK COUNTY, ILLINOIS. CONTAINING 101 SQ. FT., MORE OR LESS

EXHIBIT B

PROPERTY LEGAL DESCRIPTION (PARENT PARCEL):

LOTS 1, 2 AND 3 IN BLOCK 9 OF N.D. STONE & CO.'S, TOWN ADDITION TO BARTLETT, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 25 AND IN THE SOUTHWEST QUARTER OF SECTION 26, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE 106TH MERIDIAN, ACCORDING TO THE PLAN THEREOF RECORDED JULY 23, 1929 AS DOCUMENT 1015526, IN COOK COUNTY, ILLINOIS.

VICINITY MAP (BARTLETT, ILL.)



LEGEND

- BOX
- LIGHT SHADING
- DRIVEWAY
- SWIMMING POOL
- FIRE HYDRANT
- FENCE LINE
- ADJACENT PROPERTY LINE
- DITCHED WIRE
- CONCRETE
- BITUMINOUS FRAGMENT
- △ DITCHED POINT

PROPOSED 20' x 36' LICENSED SITE:

A 20.00 FOOT BY 36.00 FOOT LICENSED SITE OVER THAT PART OF LOT 1 IN BLOCK 9 OF N.D. STONE & CO.'S TOWN ADDITION TO BARTLETT, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 25 AND IN THE SOUTHWEST QUARTER OF SECTION 26, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE 106TH MERIDIAN, ACCORDING TO THE PLAN THEREOF RECORDED JULY 23, 1929 AS DOCUMENT 1015526, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 44 MINUTES 44 SECONDS WEST 30.00 FEET TO THE POINT OF BEGINNING; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED LINE 36.00 FEET TO THE SOUTHWEST CORNER OF THE HEATHEN DESCRIBED LICENSED SITE; SAID CORNER 35.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 44 MINUTES 44 SECONDS WEST 30.00 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 44 SECONDS EAST 30.00 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 44 SECONDS WEST 30.00 FEET TO THE POINT OF BEGINNING. CONTAINING 720 SQ. FT., MORE OR LESS.

PROPOSED ACCESS LICENSE:

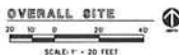
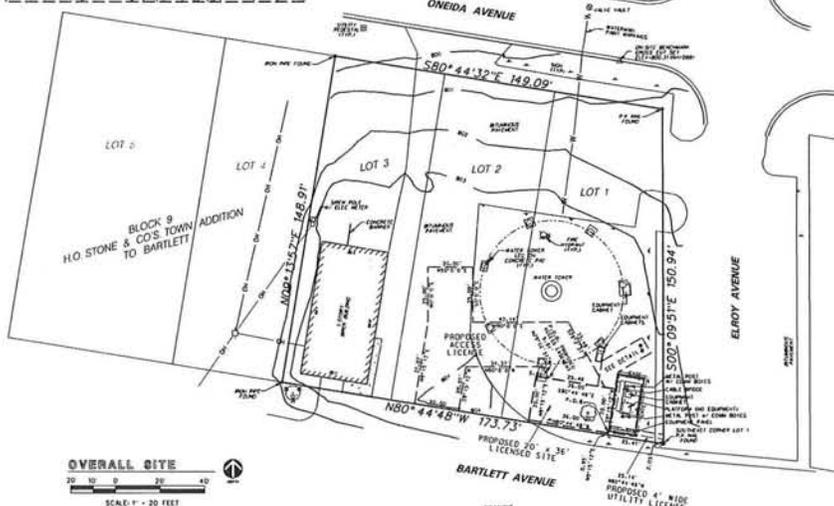
A 4.00 FOOT WIDE UTILITY LICENSE OVER THAT PART OF LOT 1 AND LOT 2 IN BLOCK 9 OF N.D. STONE & CO.'S TOWN ADDITION TO BARTLETT, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 25 AND IN THE SOUTHWEST QUARTER OF SECTION 26, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE 106TH MERIDIAN, ACCORDING TO THE PLAN THEREOF RECORDED JULY 23, 1929 AS DOCUMENT 1015526, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 44 MINUTES 44 SECONDS WEST 30.00 FEET TO THE POINT OF BEGINNING; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED LINE 36.00 FEET TO THE SOUTHWEST CORNER OF THE HEATHEN DESCRIBED LICENSED SITE; SAID CORNER 35.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 44 MINUTES 44 SECONDS WEST 30.00 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 44 SECONDS EAST 30.00 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 44 SECONDS WEST 30.00 FEET TO THE POINT OF BEGINNING. CONTAINING 720 SQ. FT., MORE OR LESS.

PROPOSED UTILITY LICENSE:

A UTILITY LICENSE OVER THAT PART OF LOT 1 IN BLOCK 9 OF N.D. STONE & CO.'S TOWN ADDITION TO BARTLETT, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 25 AND IN THE SOUTHWEST QUARTER OF SECTION 26, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE 106TH MERIDIAN, ACCORDING TO THE PLAN THEREOF RECORDED JULY 23, 1929 AS DOCUMENT 1015526, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 44 MINUTES 44 SECONDS WEST 30.00 FEET TO THE POINT OF BEGINNING; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED LINE 36.00 FEET TO THE SOUTHWEST CORNER OF THE HEATHEN DESCRIBED LICENSED SITE; SAID CORNER 35.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 44 MINUTES 44 SECONDS WEST 30.00 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 44 SECONDS EAST 30.00 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 44 SECONDS WEST 30.00 FEET TO THE POINT OF BEGINNING. CONTAINING 720 SQ. FT., MORE OR LESS.

PROPOSED 4' UTILITY LICENSE:

A 4.00 FOOT WIDE UTILITY LICENSE OVER THAT PART OF LOT 1 IN BLOCK 9 OF N.D. STONE & CO.'S TOWN ADDITION TO BARTLETT, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 25 AND IN THE SOUTHWEST QUARTER OF SECTION 26, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE 106TH MERIDIAN, ACCORDING TO THE PLAN THEREOF RECORDED JULY 23, 1929 AS DOCUMENT 1015526, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 44 MINUTES 44 SECONDS WEST 30.00 FEET TO THE POINT OF BEGINNING; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED LINE 36.00 FEET TO THE SOUTHWEST CORNER OF THE HEATHEN DESCRIBED LICENSED SITE; SAID CORNER 35.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 44 MINUTES 44 SECONDS WEST 30.00 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 44 SECONDS EAST 30.00 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 44 SECONDS WEST 30.00 FEET TO THE POINT OF BEGINNING. CONTAINING 101 SQ. FT., MORE OR LESS.



SURVEYORS NOTES:

1. BEARINGS BASED UPON STATE PLANE COORDINATES ILLINOIS EAST ZONE.
2. EXHIBIT BASED ON FIELD WORK COMPLETED 05-10-14.
3. ALL UTILITIES AS SHOWN ARE APPROXIMATE. LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT. LOCATION NOW SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.
4. HORIZONTAL/IND 831 & VERTICAL /IND 891 BASED C.O.D.S NETWORK.
5. CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE UNDER NO. 1401 02883316 ON EFFECTIVE DATE JUNE 3, 2014 WAS REVIEWED FOR THIS EXHIBIT.

GENERAL NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. ONLY THOSE BUILDING SETBACKS AND RECORDS EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAN OF SURVEY ARE SHOWN. PERSONS REFER TO DEEDS, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
3. COMPLETE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAN AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.

GEOGRAPHIC COORDINATE

WATER TOWER	
NAD83/EASTING	473222.87 W
NAD83/NORTHING	897824.22 N
UTM/EASTING	473222.87 W
UTM/NORTHING	897824.22 N
ZONE	18N
UTM TOWNSHIP	18N
UTM RANGE	18N
UTM ZONE	18N
UTM RANGE	18N
UTM ZONE	18N
UTM RANGE	18N
UTM ZONE	18N

STATE OF ILLINOIS
COUNTY OF COOK

WE, JENNIFER SUPERINTENDING LAND SURVEYOR, PROFESSIONAL DESIGN NUMBER 041-027878-02 HEREBY DECLARE THAT THE EXHIBIT SHOWN HEREON IS A CORRECT REPRESENTATION OF A SITE EXHIBIT PREPARED BY AND UNDER MY DIRECTION. GIVEN UNDER MY HAND AND SEAL THIS 10th DAY OF MARCH AD. 2015 AT ROSMOUNT, ILLINOIS.

Jennifer K. [Signature]
JENNIFER K. [Name]
LAND SURVEYOR
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 041-027878-02
I HAVE EXPIRES NOVEMBER 30, 2015
DESIGN FPM LICENSE EXPIRES APRIL 30, 2017

CHICAGO SIMS
limited partnership
d/b/a VERICON WIRELESS

Thomson Surveying Ltd.
PROFESSIONAL SURVEYOR
REGISTERED PROFESSIONAL SURVEYOR
ILLINOIS LICENSE NO. 041-027878-02

DATE	DESCRIPTION
05-10-14	FIELD WORK COMPLETED

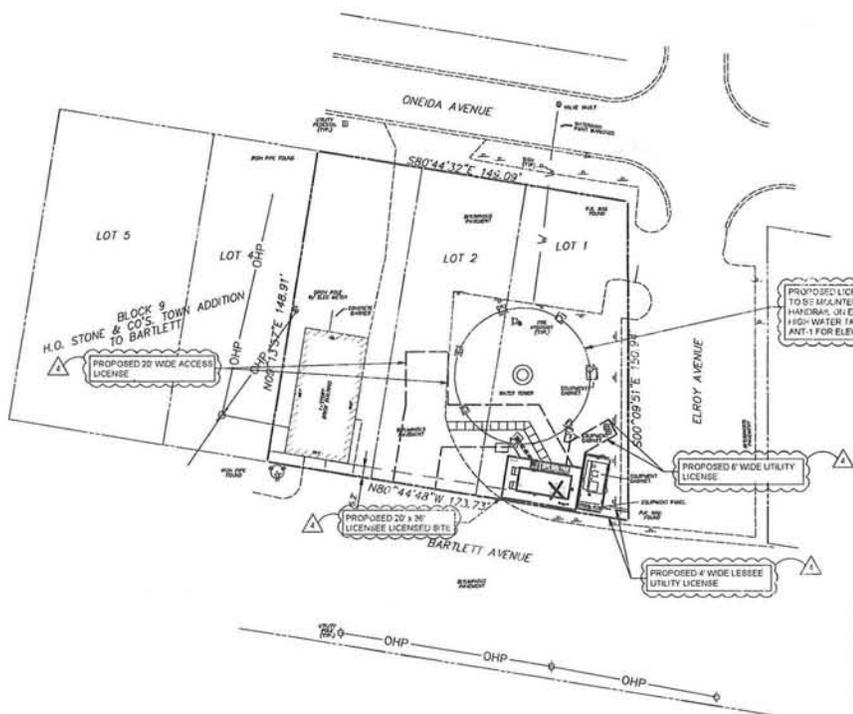
SITE NAME:
BARTLETT & 59

SITE LOCATION:
201 E. ONEIDA AVE.
BARTLETT, ILLINOIS

DATE: 03-10-14
PROJECT: 4302

DATE: 03-10-14
PROJECT: 4302
SITE EXHIBIT
SHEET NUMBER
SE-1

CONSULTANT TEAM PROJECT CONSULTANT: TERRA CONSULTING GROUP LTD 600 BLOSSOM HIGHWAY PARK RIDGE, IL 60068 (847) 658-6400 SURVEYOR: THOMSON SURVEYING LTD 59575 W. HIGGINS RD. SUITE 850 ROSEMONT, IL 60018 (847) 318-9790		PROJECT TYPE PROPOSED LESSEE ANTENNAS TO BE MOUNTED ON EXISTING WATER TOWER WITH PROPOSED EQUIPMENT ENCLOSURE AT BASE SITE COORDINATES LATITUDE: 41° 59' 32.92" N (FROM 1A) LONGITUDE: 88° 10' 54.38" W (FROM 1A) ELEVATION: ±804' (FROM 1A) DRIVING DIRECTIONS FROM LESSEE OFFICE: GET ON ILL-350 N. SCHUMBERG FROM MEACHAM RD. HEAD EAST ON E WOODFIELD RD TOWARD ACCESS ROAD DR. TURN RIGHT ONTO MALL DR. TURN RIGHT ONTO E HIGGINS RD. TURN LEFT ONTO N MEACHAM RD. SLIGHT RIGHT ONTO THE ELGIN O'HARE EXPRESSWAY W/RAMP. CONTINUE ON ILL-350 TO HANOVER. MERGE ONTO ILL-350. TURN RIGHT ONTO US-20 W/WY LAKE ST. CONTINUE ON NORTH AVE. DRIVE TO S BERTHAU AVE. TURN LEFT ONTO NORTH AVE.		VICINITY MAP N.T.S.		REGIONAL MAP N.T.S.																																																														
APPROVALS REAL ESTATE: _____ BY: _____ CONSTRUCTION: _____ OPERATIONS: _____ EQUIPMENT ENGINEERING: _____		EQUIPMENT ENCLOSURE  FIBREBOND 1300 Rosemont Drive, Wheeling, Lockwood 7080 318-971-1200																																																																		
EXHIBIT C <h1>CHICAGO SMSA</h1> <i>limited partnership</i> CHICAGO SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS 1515 WOODFIELD ROAD, SUITE 1400 SCHUMBERG, ILLINOIS 60173 PHONE: (847) 619-5397 FAX: (847) 706-7415						PROJECT INFORMATION P.L.N. #: 2013097204 ADDRESS: 201 E. ONEIDA AVE BARTLETT, IL 60103 UTILITIES: POWER COMED FIBER AT&T MARY LOU KOCH ROBERT SCHWERTFEGER (847) 808-2371 (847) 888-6616 JURISDICTION: VILLAGE OF BARTLETT OCCUPANCY: UNINHABITED ZONING: SR-4 CONSTRUCTION TYPE: COLO PROPERTY OWNER: VILLAGE OF BARTLETT 228 S. MAIN ST BARTLETT, IL 60103 CONTACT PERSON: DAN DINGER (830) 837-0811 APPLICANT: VERIZON WIRELESS PERSONAL COMMUNICATIONS LP 4949 VERIZON WIRELESS 6165 WOODFIELD ROAD, SUITE 1400 SCHUMBERG, IL 60173 (820) 811-1261 CONSTRUCTION MANAGER: MICHAEL CISENHAEGER (847) 619-3043 REAL ESTATE MANAGER: LISA ESSARY (847) 619-4322		<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISIONS</th> </tr> <tr> <td>1</td> <td>11/10/2015</td> <td>ISSUED FOR REVIEW</td> </tr> <tr> <td>2</td> <td>11/10/2015</td> <td>REVISED PER REVIEW</td> </tr> <tr> <td>3</td> <td>11/10/2015</td> <td>REVISED PER REVIEW</td> </tr> <tr> <td>4</td> <td>11/10/2015</td> <td>REVISED PER REVIEW</td> </tr> <tr> <td>5</td> <td>11/10/2015</td> <td>REVISED PER REVIEW</td> </tr> <tr> <td>6</td> <td>11/10/2015</td> <td>REVISED PER REVIEW</td> </tr> <tr> <td>7</td> <td>11/10/2015</td> <td>REVISED PER REVIEW</td> </tr> <tr> <td>8</td> <td>11/10/2015</td> <td>REVISED PER REVIEW</td> </tr> <tr> <td>9</td> <td>11/10/2015</td> <td>REVISED PER REVIEW</td> </tr> <tr> <td>10</td> <td>11/10/2015</td> <td>REVISED PER REVIEW</td> </tr> </table>		NO.	DATE	REVISIONS	1	11/10/2015	ISSUED FOR REVIEW	2	11/10/2015	REVISED PER REVIEW	3	11/10/2015	REVISED PER REVIEW	4	11/10/2015	REVISED PER REVIEW	5	11/10/2015	REVISED PER REVIEW	6	11/10/2015	REVISED PER REVIEW	7	11/10/2015	REVISED PER REVIEW	8	11/10/2015	REVISED PER REVIEW	9	11/10/2015	REVISED PER REVIEW	10	11/10/2015	REVISED PER REVIEW																										
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PROPOSED LICENSE ANTENNAS TO BE LOCATED ON EXISTING HANDRAIL ON EXISTING 135'-0" HIGH WATER TANK. SEE SHEET ANT-1 FOR ELEVATION.

PROPOSED 6" WIDE UTILITY LICENSE

PROPOSED 4" WIDE EBBEE UTILITY LICENSE

SPECIAL INSPECTION NOTE
 CONTRACTOR SHALL PROVIDE SPECIAL INSPECTION FOR ALL WELDING. SPECIAL INSPECTION REPORTS BY A QUALIFIED PERSON ARE REQUIRED. THE DOCUMENTS SHALL BE BEARER DATED AND SIGNED BY THE DESIGN PROFESSIONAL PERFORMING THE INSPECTIONS.

CONTRACTOR TO PROVIDE APPROXIMATE 5' WIDE STAGING AREA AND TEMPORARY ROAD. CONTRACTOR SHALL COORDINATE WITH INTERFERING CONTRACTOR. A STAGING AREA AND TEMPORARY ROAD THAT IS ACCEPTABLE TO THE OWNER. STAGING AREA AND TEMPORARY ROAD SHALL BE RESTORED TO EXISTING CONDITIONS AS NECESSARY UPON COMPLETION OF THE PROJECT.

BEFORE AND DURING CONSTRUCTION THE CONTRACTOR SHALL PROVIDE ADEQUATE EROSION CONTROL AS NECESSARY IN THE FORM OF SILT FENCE FOR THE SITE AND SLEES AROUND ANY EXISTING MANHOLES, PILES, OR CATCHBASINS SUSCEPTIBLE TO EROSION. EROSION CONTROL MEASURES SHALL BE PERIODICALLY INSPECTED TO ENSURE PROPER FUNCTION. EROSION CONTROL SHALL BE REMOVED UPON COMPLETION OF WORK.

1 LOCATION PLAN
 SCALE 1" = 20'

CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING PAVEMENT. CONTRACTOR SHALL PHOTOGRAPH AND MEASURE EXISTING PAVEMENT PRIOR TO CONSTRUCTION. ANY DAMAGE CAUSED DURING CONSTRUCTION SHALL BE REPLACED TO EXISTING OR BETTER CONDITION AT NO ADDITIONAL COST.

THE CONTRACTOR WILL, UPON BECOMING AWARE OF SUBSURFACE OR LATENT PHYSICAL CONDITIONS DIFFERING FROM THOSE DISCLOSED BY THE ORIGINAL SOIL INVESTIGATION WORK, PROMPTLY NOTIFY THE OWNER VERBALLY AND IN WRITING AS TO THE NATURE OF THE DIFFERING CONDITIONS. NO CLAIM BY THE CONTRACTOR FOR ANY CONDITIONS DIFFERING FROM THOSE ANTICIPATED IN THE PLANS AND SPECIFICATIONS AND DISCLOSED BY THE SOIL STUDIES WILL BE ALLOWED UNLESS THE CONTRACTOR HAS SO NOTIFIED THE OWNER, VERBALLY AND IN WRITING, AS REQUIRED ABOVE, OF SUCH DIFFERING SUBSURFACE CONDITIONS.

CHICAGO SMSA
 limited partnership
 db/a VERIZON WIRELESS



DATE	BY	DESCRIPTION
12/15/11	TS	FINAL PLAN
12/15/11	TS	ISSUE FOR PERMITS
12/15/11	TS	ISSUE FOR CONSTRUCTION
12/15/11	TS	ISSUE FOR RECORD
12/15/11	TS	ISSUE FOR AS-BUILT
12/15/11	TS	ISSUE FOR FINAL

LOC. #278952
 BARTLEET & 59
 201 E ONEIDA AVE
 BARTLETT, IL 60103

DRAWN BY	TS
CHECKED BY	TS
DATE	12/15/11
PROJECT#	20-155

LOCATION PLAN
 SHEET NUMBER
LP



TS
 SURVEY PERFORMED BY:
 9375 W. Higgins Road
 Suite 300
 Rosemont, IL 60018
 FAX: (847) 318-9753
 TEL: (847) 318-9790
Thomson Surveying Ltd.

CHICAGO SMSA
 limited partnership
 dba VERIZON WIRELESS



NO.	DATE	BY	DESCRIPTION
1			ISSUED FOR PERMITS
2			REVISED PER COMMENTS
3			REVISED PER COMMENTS
4			REVISED PER COMMENTS
5			REVISED PER COMMENTS
6			REVISED PER COMMENTS
7			REVISED PER COMMENTS

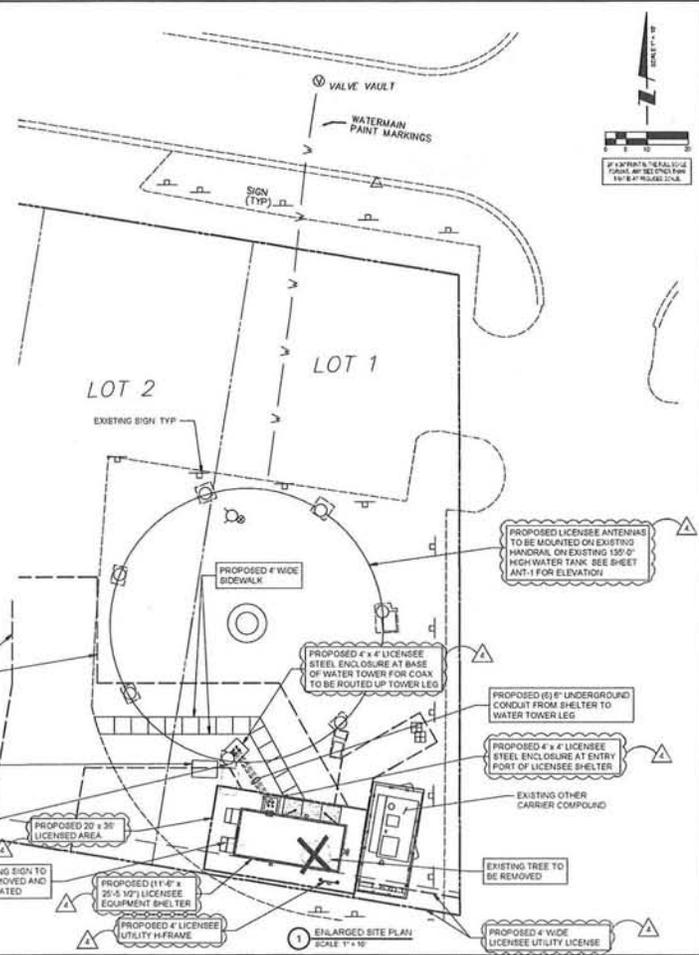
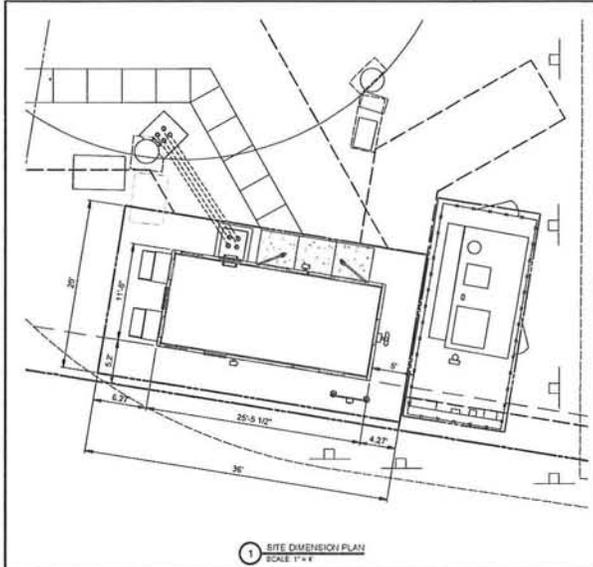
LOC. #278952
 BARTLETT & 59

201 E. ONEIDA AVE.
 BARTLETT, IL 60103

DRAWN BY	FF
CHECKED BY	TAZ
DATE	08/07/04
PROJECT #	33183

SHEET FILE
 ENLARGED
 SITE PLAN

SHEET NUMBER
C-1



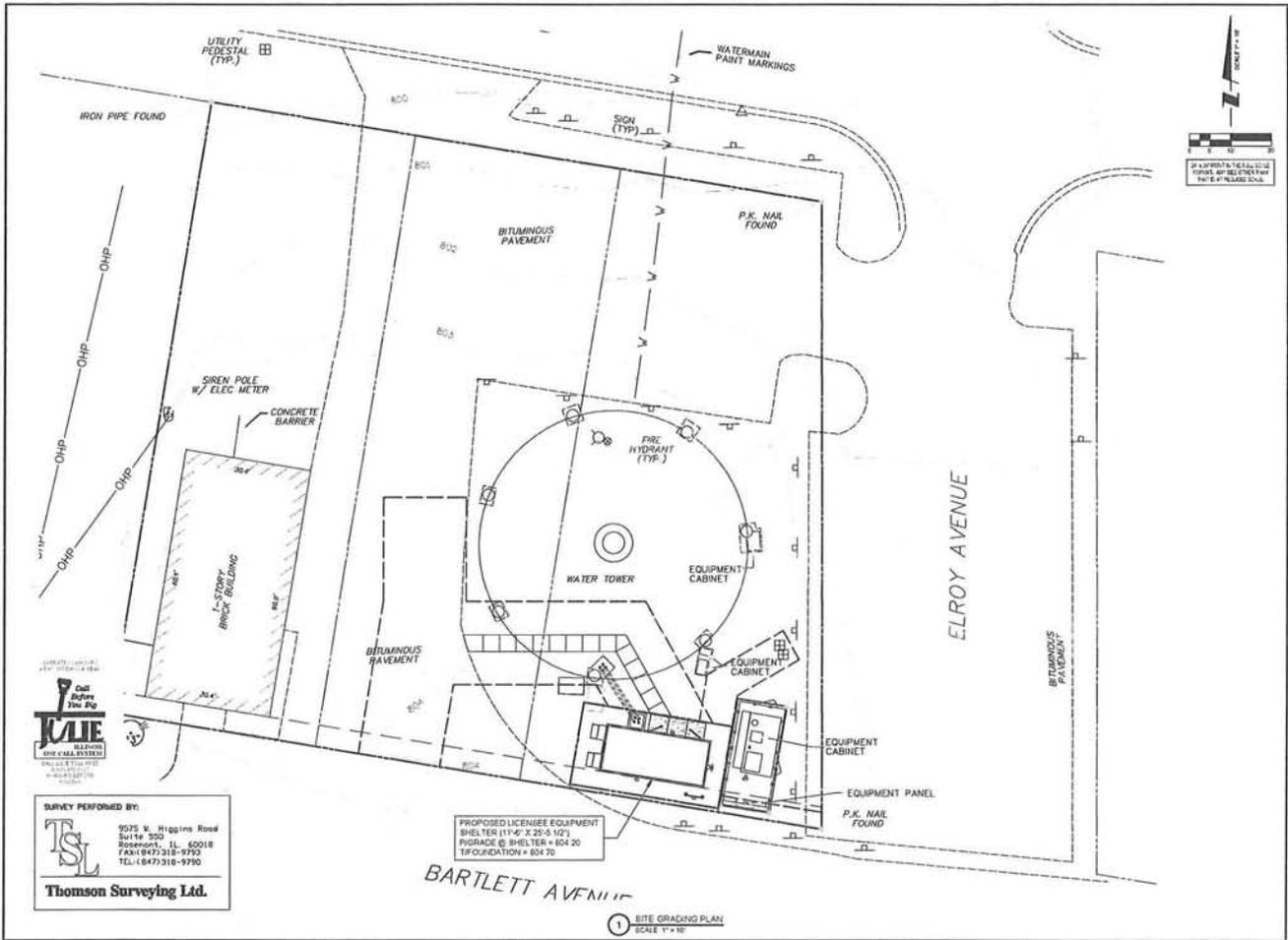
Call Before You Dig
KALIE
 BARRING
 ONE-CALL SYSTEM
 800-485-5844
 1-800-485-5844
 1-800-485-5844

SPECIAL INSPECTION NOTE
 SCROWDER OWNER TO SCHEDULE SPECIAL INSPECTION FOR ALL WELDING. SPECIAL INSPECTION REPORTS BY A QUALIFIED PERSON ARE REQUIRED. THE DOCUMENTS SHALL BE SEALED, SIGNED AND DATED BY THE DESIGN PROFESSIONAL PERFORMING THE INSPECTIONS.

SURVEY PERFORMED BY:

 9375 N. W. 60th Road
 Suite 500
 Rosemont, IL 60018
 FAX: (847) 318-9773
 TEL: (847) 318-9790

Thomson Surveying Ltd.



CHICAGO SMSA
 limited partnership
 db/a VERIZON WIRELESS

TERRA
 SURVEYING & CONSULTING
 1000 N. LAKE STREET
 CHICAGO, IL 60610
 TEL: (773) 344-1000
 FAX: (773) 344-1001

NO.	DATE	BY	DESCRIPTION
1	08/11/04	TS	PROPOSED LICENSEE EQUIPMENT SHELTER
2	08/11/04	TS	PROPOSED LICENSEE EQUIPMENT SHELTER
3	08/11/04	TS	PROPOSED LICENSEE EQUIPMENT SHELTER
4	08/11/04	TS	PROPOSED LICENSEE EQUIPMENT SHELTER

LOC. #278952
 BARTLETT & 59
 201 E. CAESAR AVE
 BARTLETT, IL 60103

DRAWN BY	TS
CHECKED BY	TAL
DATE	08/11/04
PROJECT#	00-1836

SHEET TITLE
 SITE GRADING PLAN
 (SHEET 1 OF 1)

SHEET NUMBER
C-2

TS
 SURVEY PERFORMED BY:
 9075 W. Higgins Road
 Suite 350
 Rosemont, IL 60018
 FAX: (847) 318-9992
 TEL: (847) 318-9990
Thomson Surveying Ltd.

PROPOSED LICENSEE EQUIPMENT SHELTER (11'6" X 25'5 1/2")
 PROPOSED EQUIPMENT SHELTER # 804-20
 TIF FOUNDATION # 804-70

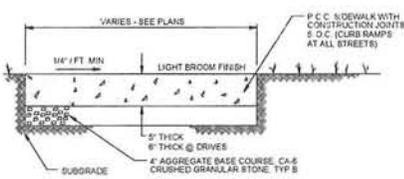
1 SITE GRADING PLAN
 SCALE 1" = 10'



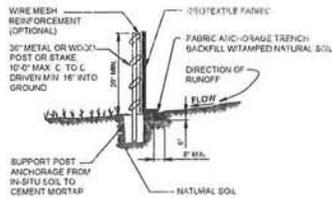
4 AGGREGATE CROSS-SECTION
N.T.S. ACCESS EASEMENT



5 AGGREGATE CROSS-SECTION
N.T.S. LEASE SITE



7 CONCRETE CROSS-SECTION
N.T.S. SIDEWALK



8 EROSION CONTROL SILT FENCE DETAIL
N.T.S.



CHICAGO SMSA
limited partnership
606 VERIZON WIRELESS

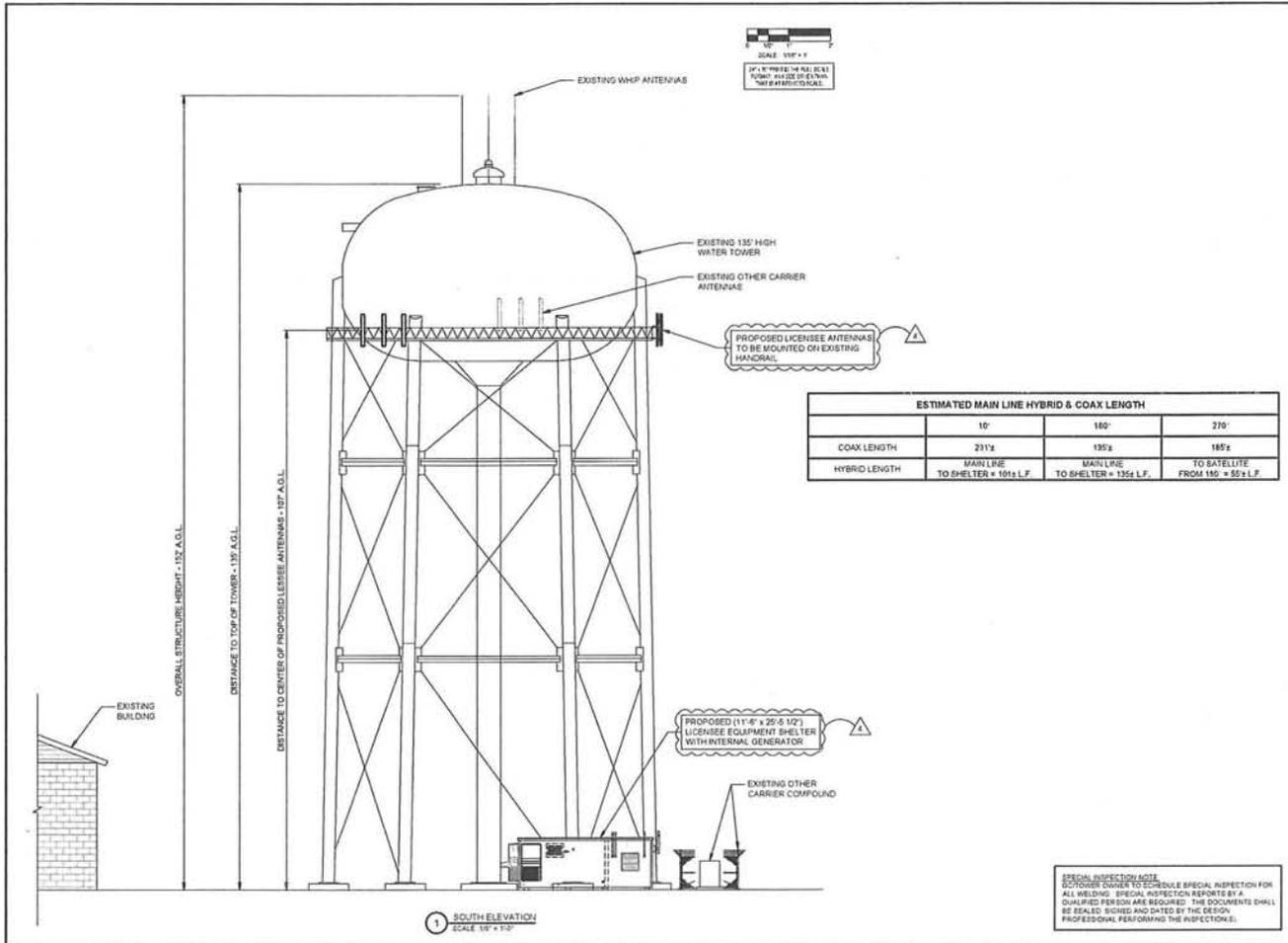


NO.	REVISIONS	DATE	BY
1	ISSUED FOR REVIEW	11/15/2011	SAZ
2	ISSUED FOR REVIEW	11/15/2011	SAZ
3	ISSUED FOR REVIEW	11/15/2011	SAZ
4	ISSUED FOR REVIEW	11/15/2011	SAZ
5	ISSUED FOR REVIEW	11/15/2011	SAZ
6	ISSUED FOR REVIEW	11/15/2011	SAZ
7	ISSUED FOR REVIEW	11/15/2011	SAZ
8	ISSUED FOR REVIEW	11/15/2011	SAZ
9	ISSUED FOR REVIEW	11/15/2011	SAZ
10	ISSUED FOR REVIEW	11/15/2011	SAZ

LOC #278952
BARTLEET & 59
201 E OREGONA AVE.
BARTLETT, IL 60103

DESIGNED BY	SAZ
CHECKED BY	SAZ
DATE	09/27/11
PROJECT #	SA-102

DWG TITLE
FENCE DETAILS
SHEET NUMBER
C-4



SCALE 1/8" = 1'-0"
 1/8" = 1'-0" (SEE PLAN FOR DIMENSIONS)
 1/8" = 1'-0" (SEE PLAN FOR DIMENSIONS)

ESTIMATED MAIN LINE HYBRID & COAX LENGTH			
	10'	160'	270'
COAX LENGTH	231±	195±	185±
HYBRID LENGTH	MAIN LINE TO SHELTER = 101± L.F.	MAIN LINE TO SHELTER = 134± L.F.	TO SATELLITE FROM 160' = 50± L.F.

1 SOUTH ELEVATION
 SCALE 1/8" = 1'-0"

SPECIAL INSPECTION NOTE
 SOFTENED OWNER TO SCHEDULE SPECIAL INSPECTION FOR ALL WELDING. SPECIAL INSPECTION REPORTS BY A QUALIFIED PERSON ARE REQUIRED. THE DOCUMENTS SHALL BE SEALED, SIGNED AND DATED BY THE DESIGN PROFESSIONAL PERFORMING THE INSPECTIONS.

CHICAGO SMSA
 limited partnership
 dba VERIZON WIRELESS

TERRA
 INCORPORATED
 1000 N. LAKE ST.
 CHICAGO, IL 60610
 TEL: 312.424.4400
 FAX: 312.424.4401

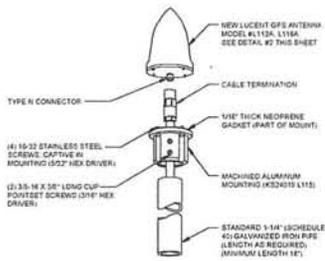
NO.	DATE	BY	DESCRIPTION
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2	11/14/04	JAC	REVISIONS
3	11/14/04	JAC	REVISIONS
4	11/14/04	JAC	REVISIONS
5	11/14/04	JAC	REVISIONS
6	11/14/04	JAC	REVISIONS
7	11/14/04	JAC	REVISIONS

LOC #278952
 BARTLETT & 59
 201 E. ONEIDA AVE
 BARTLETT, IL 60103

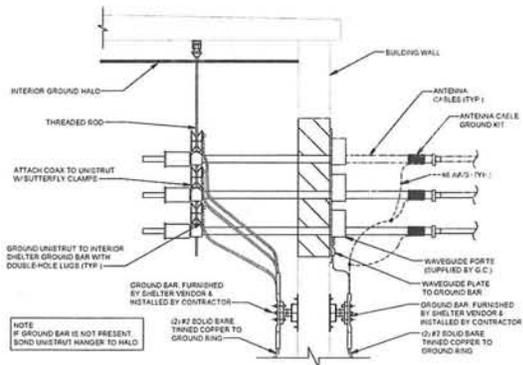
DRAWN BY: JAC
 CHECKED BY: TAC
 DATE: 05/21/04
 PROJECT #: 03-003

SHEET TITLE
 SITE ELEVATION
 SHEET NUMBER
ANT-1

NOTE
INSTALL EACH GPS ON THE
CLOSEST ICE SHOGGE POSTS TO
SHELTER (TYP. AT 2 LOCATIONS)



1 TYPICAL GPS DETAIL
TIT 1



2 ENCLOSURE ENTRY PANEL GROUNDING DETAIL
TIT 1

CHICAGO
SMSA
limited partnership
a/b/a VERIZON WIRELESS



NO.	BY	DATE	DESCRIPTION
1	FF	1/24/14	ISSUED FOR REVIEW
2	TAC	1/27/14	REVISED FOR COORDINATION
3	TAC	1/27/14	REVISED FOR COORDINATION
4	TAC	1/27/14	REVISED FOR COORDINATION
5	TAC	1/27/14	REVISED FOR COORDINATION
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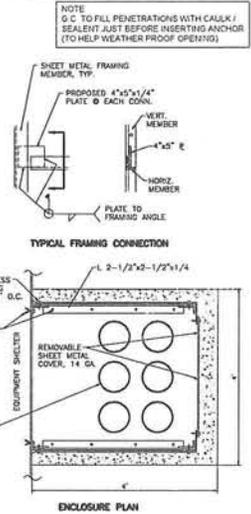
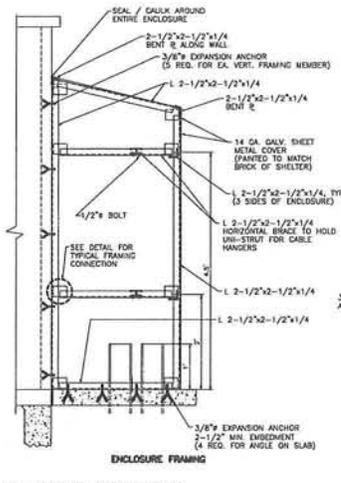
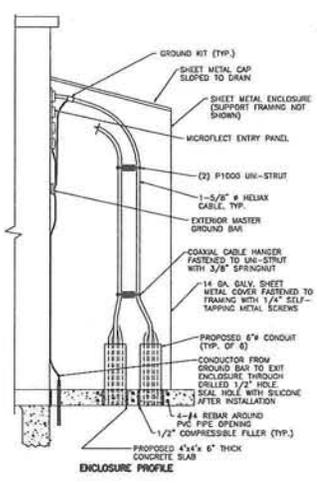
LOC. #278952
BARTLETT & 59

201 E. ONEIDA AVE.
BARTLETT, IL 60103

DRAWN BY:	FF
CHECKED BY:	TAC
DATE:	06/01/14
PROJECT #:	33-1018

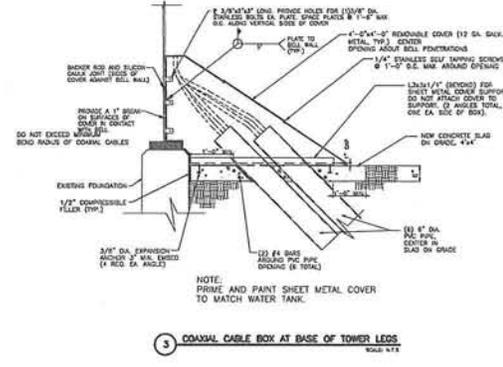
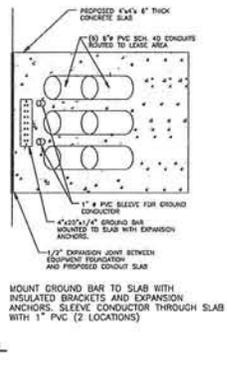
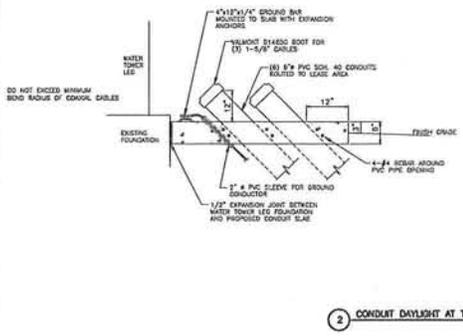
SHEET TITLE
ANTENNA
MOUNTING
DETAILS

SHEET NUMBER
ANT-3



NOTE:
 1. TO FILL PENETRATIONS WITH CAULK / SEALANT JUST BEFORE INSERTING ANCHOR (TO HELP WEATHER PROOF OPENING)

1 CABLE ENCLOSURE @ SHELTER



2 CONDUIT DAYLIGHT AT TOWER LEG

3 CONDUIT CABLE BOX AT BASE OF TOWER LEGS

CHICAGO SMSA
 limited partnership
 dba Verizon Wireless

TERRA
 ENGINEERING ARCHITECTURE INTERIOR DESIGN
 1000 N. LAKE ST. SUITE 1000
 CHICAGO, IL 60610
 TEL: 312.467.1000
 FAX: 312.467.1001

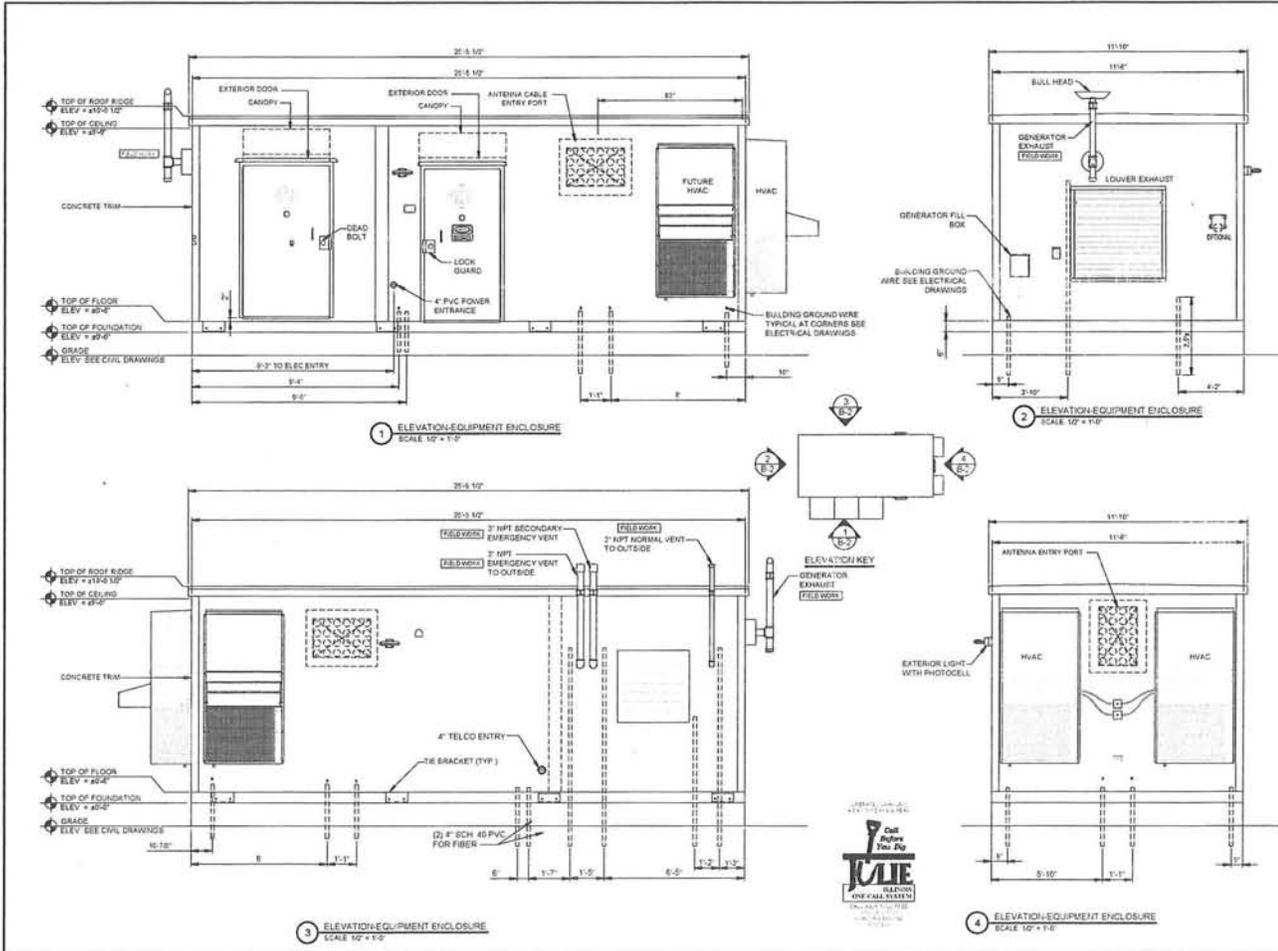
NO.	DATE	DESCRIPTION	BY	CHKD.
1	08/21/14	ISSUED FOR PERMITS	MM	MM
2	08/21/14	REVISED PER CITY COMMENTS	MM	MM
3	08/21/14	REVISED PER CITY COMMENTS	MM	MM
4	08/21/14	REVISED PER CITY COMMENTS	MM	MM
5	08/21/14	REVISED PER CITY COMMENTS	MM	MM

LOC. #278952
 BARTLETT & 59
 201 E CHEIDA AVE
 BARTLETT, IL 60103

DRAWN BY: JH
 CHECKED BY: SAC
 DATE: 08/21/14
 PROJECT #: 35-1031

SHEET FILE
 SHEET METAL
 ENCLOSURE DETAILS

SHEET NUMBER
ANT-4



CHICAGO SMSA
limited partnership
dba VERIZON WIRELESS

TERRA
ARCHITECTURAL
300 N. LAUREL ST. SUITE 200
CHICAGO, IL 60610
TEL: 312.467.1000
WWW.TERRAARCHITECT.COM

NO.	DATE	DESCRIPTION	BY	CHKD.
1	10/15/10	ISSUED FOR PERMITS	LD	LD
2	10/20/10	REVISION: PERMITS CORRECTIONS	LD	LD
3	11/02/10	REVISION: TRUCK ENTRANCE	LD	LD
4	11/02/10	REVISION: PERMITS CORRECTIONS	LD	LD

LOC. #278952
BARTLETT & 59

201 E. CHRYSLER AVE
BARTLETT, IL 60103

DRAWN BY: JF
CHECKED BY: JAC
DATE: 08/04/10
PROJECT #: 33103

SHEET FILE: EQUIPMENT ENCLOSURE ELEVATIONS

B-2



NO.	DATE	BY	DESCRIPTION
1	1/14/08	MM	ISSUED FOR PERMITS
2	1/14/08	MM	REVISION FOR ELECTRICAL CONTRACTOR
3	1/14/08	MM	REVISION FOR ELECTRICAL CONTRACTOR
4	1/14/08	MM	REVISION FOR ELECTRICAL CONTRACTOR
5	1/14/08	MM	REVISION FOR ELECTRICAL CONTRACTOR

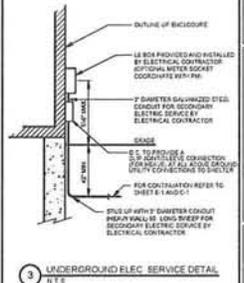
LOC #278952

BARTLETT & 59

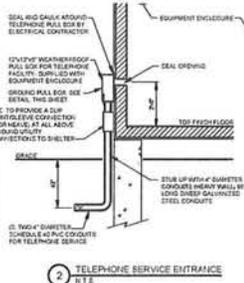
201 E. ONEIDA AVE
BARTLETT, IL 60103

DRAWN BY: FF
CHECKED BY: TAC
DATE: 05/20/08
PROJECT #: 03-103

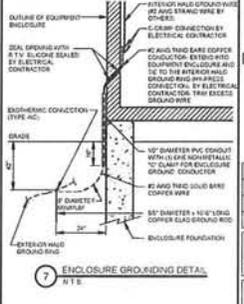
SHEET TITLE
ELECTRICAL AND GROUNDING DETAILS
SHEET NUMBER
E-3



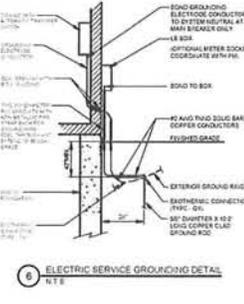
3 UNDERGROUND ELEC. SERVICE DETAIL
N.T.S.



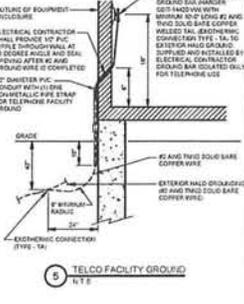
2 TELEPHONE SERVICE ENTRANCE
N.T.S.



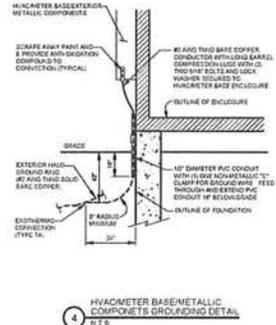
7 ENCLOSURE GROUNDING DETAIL
N.T.S.



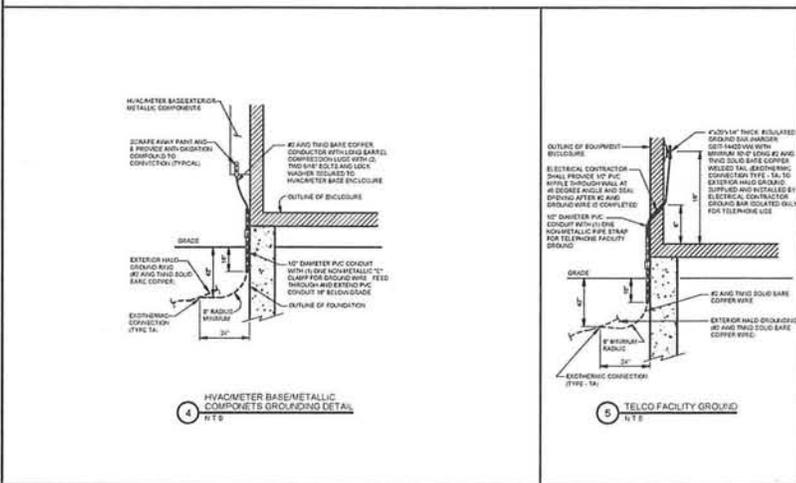
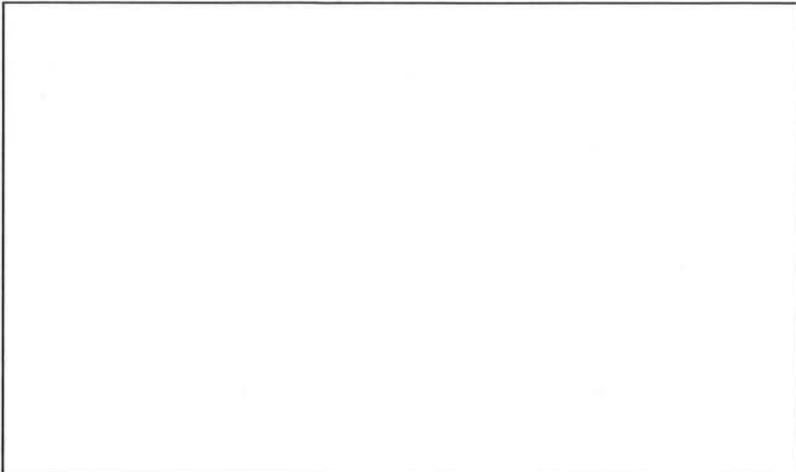
6 ELECTRIC SERVICE GROUNDING DETAIL
N.T.S.



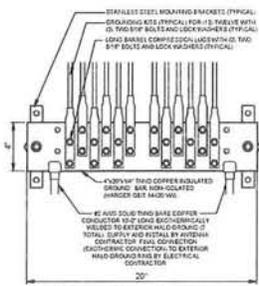
5 TELCO FACILITY GROUND
N.T.S.



4 HVACMETER BASEMETALLIC COMPONENTS GROUNDING DETAIL
N.T.S.

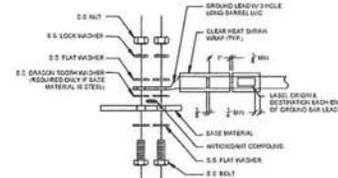


1 HVACMETER BASEMETALLIC COMPONENTS GROUNDING DETAIL
N.T.S.

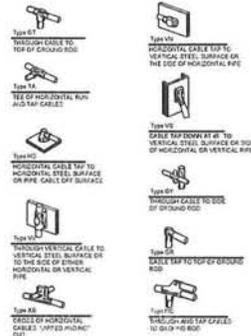


1 EXTERIOR GROUND BAR DETAIL
N.T.S.

- NOTES:
 1 ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING BELLEVILLE COAT ALL SURFACES WITH KDFR-SHIELD BRP DRE MATING
 2 FOR GROUND BOND TO STEEL ONLY INSERT A DRAGON TOOTH WASHER BETWEEN LEAD AND STEEL. COAT ALL SURFACES WITH KDFR-SHIELD
 3 GROUND BARS: INSTALL BOLT HEAD TOWARD WALL
 4 ENCLOSURES: INSTALL BOLT HEAD ON OUTSIDE OF ENCLOSURE

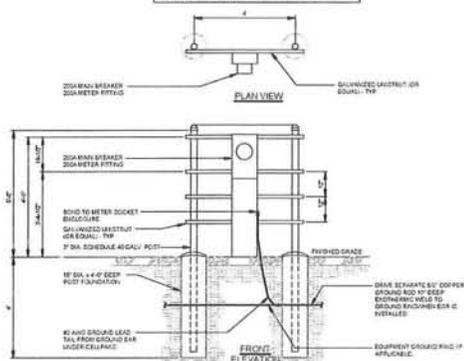


3 GROUND LIG INSTALLATION DETAIL
N.T.S.

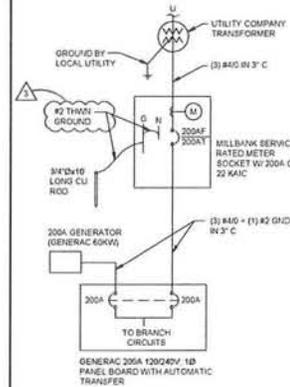


4 EXOTHERMIC WELD DETAILS
 (OTHERWISE NOTED OTHERWISE OR APPROVED EQUAL)

NOTE: CONTRACTOR SHALL PROVIDE UNDERGROUND APPROVED 3/4\"/>



6 M-FRAME WITH METER / TELCO BOXES
N.T.S.



7 SINGLE LINE DIAGRAM
N.T.S.

CHICAGO SMSA
 limited partnership
 6800 VERIZON WIRELESS

TERRA
 100 WOODLAWN AVENUE
 CHICAGO, IL 60644-4400
 TEL: 312.464.4400
 FAX: 312.464.4401

NO.	DATE	BY	DESCRIPTION
1	12/15/11	MM	ISSUE FOR PERMITS
2	1/10/12	MM	REVISIONS FOR PERMITS
3	1/10/12	MM	REVISIONS FOR PERMITS
4	1/10/12	MM	REVISIONS FOR PERMITS
5	1/10/12	MM	REVISIONS FOR PERMITS
6	1/10/12	MM	REVISIONS FOR PERMITS
7	1/10/12	MM	REVISIONS FOR PERMITS

LOC. #278952
 BARTLEET & 59

201 E ONEIDA AVE
 BARTLETT, IL 60103

DESIGNED BY: PF
 CHECKED BY: KAZ
 DATE: 05/11/11
 PROJECT #: 11-1111

SHEET TITLE:
 ELECTRICAL AND
 GROUNDING DETAILS

SHEET NUMBER:
E-4

GENERAL
DIVISION 1: GENERAL REQUIREMENTS
SECTION 01700 - PROJECT CLOSEOUT

THE CONSTRUCTION DOCUMENTS ARE ACCOMPANIED BY THE FOLLOWING INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF THE WORK. EACH CONTRACTOR MUST REFER TO ALL DRAWINGS, SPECIFICATIONS AND THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

SECTION 01700 - PROJECT CLOSEOUT

1. WORK INCLUDES: SEE SITE PLAN.

2. QUALITY ASSURANCE:

A. ALL TESTS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

B. ALL TESTS SHALL BE PERFORMED BY THE BEST PERSONNEL AVAILABLE.

C. ALL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH ASTM C-1197.

D. ALL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH ASTM C-1197.

E. ALL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH ASTM C-1197.

3. PROTECTION:

A. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

B. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

C. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

4. MATERIALS:

A. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.

B. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.

C. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.

5. INSTALLATION:

A. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

B. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

C. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

DIVISION 2: SITE WORK
SECTION 02100 - EARTHWORK AND DRAINAGE

1. WORK INCLUDES: SEE SITE PLAN.

2. QUALITY ASSURANCE:

A. ALL TESTS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

B. ALL TESTS SHALL BE PERFORMED BY THE BEST PERSONNEL AVAILABLE.

C. ALL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH ASTM C-1197.

D. ALL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH ASTM C-1197.

E. ALL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH ASTM C-1197.

3. PROTECTION:

A. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

B. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

C. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

DIVISION 3: CONCRETE
SECTION 03100 - REINFORCING STEEL

1. WORK INCLUDES: SEE SITE PLAN.

2. QUALITY ASSURANCE:

A. ALL TESTS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

B. ALL TESTS SHALL BE PERFORMED BY THE BEST PERSONNEL AVAILABLE.

C. ALL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH ASTM C-1197.

D. ALL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH ASTM C-1197.

E. ALL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH ASTM C-1197.

3. PROTECTION:

A. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

B. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

C. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

DIVISION 3: CONCRETE
SECTION 03000 - BASIC CONCRETE MATERIALS AND METHODS

1. WORK INCLUDES: SEE SITE PLAN.

2. QUALITY ASSURANCE:

A. ALL TESTS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

B. ALL TESTS SHALL BE PERFORMED BY THE BEST PERSONNEL AVAILABLE.

C. ALL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH ASTM C-1197.

D. ALL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH ASTM C-1197.

E. ALL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH ASTM C-1197.

3. PROTECTION:

A. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

B. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

C. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

DIVISION 4: FINISHES
SECTION 04100 - FLOORING

1. WORK INCLUDES: SEE SITE PLAN.

2. QUALITY ASSURANCE:

A. ALL TESTS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

B. ALL TESTS SHALL BE PERFORMED BY THE BEST PERSONNEL AVAILABLE.

C. ALL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH ASTM C-1197.

D. ALL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH ASTM C-1197.

E. ALL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH ASTM C-1197.

3. PROTECTION:

A. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

B. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

C. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

DIVISION 5: MECHANICAL
SECTION 05100 - MECHANICAL SYSTEMS

1. WORK INCLUDES: SEE SITE PLAN.

2. QUALITY ASSURANCE:

A. ALL TESTS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

B. ALL TESTS SHALL BE PERFORMED BY THE BEST PERSONNEL AVAILABLE.

C. ALL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH ASTM C-1197.

D. ALL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH ASTM C-1197.

E. ALL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH ASTM C-1197.

3. PROTECTION:

A. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

B. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

C. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

DIVISION 6: ELECTRICAL
SECTION 06100 - ELECTRICAL SYSTEMS

1. WORK INCLUDES: SEE SITE PLAN.

2. QUALITY ASSURANCE:

A. ALL TESTS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

B. ALL TESTS SHALL BE PERFORMED BY THE BEST PERSONNEL AVAILABLE.

C. ALL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH ASTM C-1197.

D. ALL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH ASTM C-1197.

E. ALL TESTS SHALL BE PERFORMED IN ACCORDANCE WITH ASTM C-1197.

3. PROTECTION:

A. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

B. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

C. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

CHICAGO SMSA
 limited partnership
 above VERIZON WIRELESS

TERRA
 ARCHITECTS

NO.	DATE	BY	DESCRIPTION
1	10/15/11	JK	ISSUED FOR PERMIT
2	10/15/11	JK	ISSUED FOR PERMIT
3	10/15/11	JK	ISSUED FOR PERMIT
4	10/15/11	JK	ISSUED FOR PERMIT
5	10/15/11	JK	ISSUED FOR PERMIT

LOC. #278952
 BARTLETT & 59
 201 E. CHICAGO AVE.
 BARTLETT, IL 60103

DRAWN BY:	RF
CHECKED BY:	RF
DATE:	05/24/11
PROJECT #:	11-101
SHEET TITLE	
SPECIFICATIONS	
SHEET NUMBER	
SP-1	

Exhibit D

**PERFORMANCE BOND -
LABOR AND MATERIAL PAYMENT BOND FORM**

KNOW ALL PERSONS BY THESE PRESENTS, that we, Chicago SMSA Limited Partnership, an Illinois limited partnership, d/b/a Verizon Wireless (hereinafter "Principal") as Principal, and _____, a corporation organized and existing under the laws of the State of _____ and licensed by the Illinois Department of Insurance to issue and sign surety bonds in the State of Illinois, as Surety (the "Surety") are held and firmly bound unto the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village" or "Obligee"), as Obligee in the full and just amount of One Hundred Thousand U.S. Dollars (\$100,000.00) (the "Penal Sum") for the payment of which the Principal and the Surety jointly and severally bind themselves and their respective successors, assigns and legal representatives firmly by these Presents.

WHEREAS, the Principal and Obligee have entered into a Non-Exclusive License Agreement dated _____ 2015, which is incorporated herein by reference as though fully set forth herein (the "License Agreement"), wherein Obligee has granted Principal certain non-exclusive licenses for installing, maintaining, operating, and replacing radio communications facilities, utilities incident thereto, and for ingress and egress to and from the Licensed Premises upon certain terms and conditions as provided for in said License Agreement.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE:

**PART I
PERFORMANCE BOND**

THE FIRST CONDITION OF THIS OBLIGATION is such that if the Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said License Agreement specified to be done, kept, and/or performed by Principal, including, but not limited to (i) the installation, construction, maintenance, repairs, operation, alterations, and replacement of the Facilities by Principal with materials of good quality in strict accordance with the plans and drawings approved by the Village (the "Plans") and in full and complete compliance with the provisions of the License Agreement (the "Construction Work") on or before the Construction Completion Date (hereinafter defined); (ii) the payment of all license fees, taxes, and other monies owed by Principal to the Village under the License Agreement; and (iii) completion of the Restoration Work by Principal in strict compliance with the provisions of paragraph 9 of the License Agreement, on or before the Restoration Completion Date (hereinafter defined), then this obligation shall be null and void, otherwise it shall remain in full force and effect.

1. Completion Date. The Construction Work shall be completed within twelve (12) months of the Commencement Date of the License Agreement (the "Construction Completion Date") in strict compliance with the terms and conditions of the License Agreement. The Restoration Work shall be completed within ninety (90) days of the expiration and/or termination of the License Agreement (the "Restoration Completion Date"). The initial term of the License Agreement will expire five (5) years from the Commencement Date as provided in paragraph 3 of the License Agreement, and will automatically renew, subject to the terms of section 3a of the License Agreement, for three additional terms of five (5) years each, unless sooner terminated under the terms of the License Agreement (the "Expiration Date").

THE SURETY HEREBY WAIVES NOTICE OF ANY ALTERATION
OR EXTENSION OF THE TIME LIMITS BY THE VILLAGE.

2. If the Principal fails to complete the Construction Work in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the provisions of the License Agreement and/or fails to complete the Restoration Work in strict accordance with the provisions of the License Agreement on or before the Restoration Completion Date, the Surety shall promptly upon receipt of written notice from the Village:

(a) Cause the Construction Work or Restoration Work, as the case may be, to be completed in a good and workmanlike manner in strict accordance with the Plans and the applicable provisions of the License Agreement, or

(b) Obtain a bid or bids for submission to the Village for completing the Construction Work and/or Restoration Work (as the case may be, hereinafter the "Work") in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the provisions of the License Agreement, and, upon determination by the Surety of the lowest responsible bidder (or, if the Village elects, upon determination by the Village and the Surety jointly of the lowest responsible bidder) arrange for a contract or contracts (the "Contract") for the completion of the Work between such bidder and the Village, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract) but in no event later than ninety (90) days after the applicable Completion Date set forth above, sufficient funds to pay the cost of completion of the Work; but not exceeding the Penal Sum, except to pay such additional expenses as provided in paragraphs 25 and 26 of the License Agreement and paragraph 7 hereof. The foregoing shall be a limitation of liability only as to the Surety and shall not be construed in any manner so as to be a limitation on liability as to the Principal for damages or expenses caused directly or indirectly by the acts or omissions of the Principal, a default under the License Agreement by the Principal, and/or arising out of the Work.

3. If the Principal shall fail to pay any license fee, taxes and/or other monies owed by Principal to the Village under the License Agreement beyond any period

allowed for cure thereunder, then Surety shall promptly upon receipt of written notice from the Village (a) make payment to the Village of such license fee or other monies owed by Principal to the Village within 30 days of receipt of such demand; and (b) make payment to the Cook County Treasurer or such other taxing body to whom taxes are owed under the License Agreement, within 30 days of receipt of such demand by the Village.

4. This Bond shall remain in full force and effect until the Restoration Work is in fact completed and all of Licensee's obligations have been fully performed in strict compliance with the terms and conditions of the License Agreement, regardless of whether any notice of the Principal's failure to complete the Restoration Work or other obligation by Licensee has been served on the Principal or the Surety. Furthermore, the Surety reserves the right to cancel this bond by giving ninety (90) days written notice to that effect, mailed by certified mail, addressed to both the Principal, and the Village Administrator, Village of Bartlett at 228 South Main Street, Bartlett, Illinois, 60103; provided however, Principal shall file a replacement form of financial assurance that is acceptable to the Obligee in its sole and absolute discretion. If a replacement form of financial assurance is accepted by the Obligee, then this surety bond is released from all past, present and future liability.

5. Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extension of time, or forbearances on the part of the Village, the Principal, or either of them to the other in or to the terms of the License Agreement; and/or in or to the completion dates, Plans, drawings, specifications; in or to the method or manner of performance of the work in connection with the Facilities; in or to the manner of the payment therefor; or in or to the Tower and/or the Licensed Site, shall in any way release the Principal and Surety, or either of them or any of their respective heirs, executors, administrators, successors, or assigns, or affect the obligations of the Surety on this Bond, all notice of any and all of the foregoing changes, modifications, alterations, deletions, additions, extensions of them, or forbearances being hereby waived by the Surety.

6. This Bond shall remain in full force and effect until the Principal's Obligations under the License Agreement are in fact completed or satisfied, regardless of whether any notice of the Principal's failure to complete the Principal's Obligations, has been served on the Principal or the Surety.

7. Any suit under this Part I must be instituted before the expiration of 2 years from the latest of the date on which (a) the Restoration Work is completed or required to be completed, (b) the License Agreement is terminated, or (c) the Expiration Date.

8. No right of action shall accrue under this Part I to or for the use of any person or corporation other than the Village, its successors or legal representatives.

9. Venue, attorney's fees. The parties agree that the exclusive venue for the enforcement of this Bond, or either Part thereof, shall be the Circuit Court of Cook County, Illinois. The Principal and the Surety, jointly and severally, agree to reimburse the Village for all of its costs and expenses, including but not limited to consultant fees, expert witness fees and any reasonable attorney's fees incurred by the Village in enforcing or attempting to enforce the obligations of the Principal and the Surety, or either of them, under this Bond, regardless of whether a lawsuit is actually filed, within 30 days after the receipt of copies of paid invoices for such fees and expenses.

PART II
LABOR AND MATERIAL PAYMENT BOND

THE SECOND CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly pay every person or entity ("Person") who shall furnish material, apparatus, fixtures, machinery, equipment and/or labor for the Facilities, Construction Work, and/or Restoration Work, or to any contractor ("Contractor") having a contract for the installation of the Facilities, the Construction Work, and/or Restoration Work, or any such Work, the full amount due such Person on account thereof.

1. The Principal and the Surety, and each of them, jointly and severally, agree to defend, indemnify and hold the Village harmless from mechanic's lien claims, any claim on this Bond, and/or any other claims against the Village arising or alleged to have arisen, directly or indirectly out of the failure of the Principal to pay for the installation of the Facilities, the Construction Work and Restoration Work or any such Work, and shall reimburse the Village for its costs and expenses, including but not limited to expert witness fees and reasonable attorney's fees incurred by the Village in defending, or preparing to defend, such claims, or enforcing or attempting to enforce the obligations of the Principal, the Surety, or either of them, under this Bond, regardless of whether a lawsuit is actually filed, within 30 days after the receipt of copies of paid invoices for such fees.

2. Principal and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Facilities, the Construction Work, or the Restoration Work paid in full, including, without limitation, all claims for amounts due for labor, materials, or rentals of or service or repairs on the installation of the Facilities, or consumed or used in connection with the furnishing of any part of the Restoration Work, may sue on this bond for the use of such claimant, and may have execution therein; provided, however, that the Village shall not be liable for the payment of any costs or expenses of any such suit. The provisions of Section 23 of the Mechanic's Lien Act (770 ILCS 60/23), if applicable, and the Public Construction Bond Act (30 ILCS 550/1, *et seq.*) shall be deemed inserted herein, including, but not limited to, the time limits within which notices of claim for lien must be filed and actions brought under this Bond.

3. Principal and Surety hereby jointly agree that the Village may sue on this bond if the Village is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this Bond shall create any duty on the part of the Village to pay any claimant.

4. Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extension of time, or forbearances on the part of the Village or Principal to the other in or to the terms of the License Agreement; in or to the completion dates, Plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to the Tower, the Licensed Site, equipment, materials, service, or site; or in or to the mode or manner of payment therefor shall in any way release Principal and Surety, or either of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this Bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extension of time, or forbearances and notice of any and all defaults by Principal or of the Village's termination of principal being hereby waived by Surety.

5. The amount of the Bond, plus additional expenses that may be incurred pursuant to paragraph 1 of Part II of this Bond shall only be a limitation on the liability of the Surety, and shall not be construed in any manner, so as to be a limitation of the Principal's liability under the License Agreement for failure to fully pay for all Work, and/or for failing to defend, indemnify, and hold the Village harmless from and against any claim alleging failure of payment.

SIGNED AND SEALED this ____ day of _____, 2015.

Chicago SMSA Limited Partnership d/b/a
Verizon Wireless, an Illinois limited
partnership

By: Cellco Partnership, its General Partner

By: _____
Printed Name: _____
Title: _____

SURETY:

[insert name of Surety]

By: _____
Printed Name: _____
Title: _____

Not for Execution



Agenda Item Executive Summary

Item Name	Agreement Between DuPage River Salt Creek Workgroup and the Village regarding EPA NPDES Permit Special Conditions	Committee or Board	Board
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BUDGET IMPACT

Amount:	Estimated \$31,000 for FY 15-16	Budgeted	\$6,575
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List what fund
Sewer Fund

EXECUTIVE SUMMARY

As we discussed at the May 5th Committee meeting, our NPDES permit expired January 31, 2015 and we are awaiting the IEPA's new phosphorus limits.

The DuPage River Salt Creek Workgroup (DRSCW) has been negotiating with the IEPA to provide special conditions to the DRSCW members on the new NPDES permits that the members will have on their IEPA permits. The special conditions (attached) allow the Village to delay implementing phosphorus treatment at our WWTP for 10-11 years but requires us to contribute towards a list of projects that will be completed along the DuPage River and Salt Creek to improve water quality and aquatic life within these watersheds. Our annual dues will be increased from \$6,575 to ~\$31,000 for FY 15-16 with annual increases for eight years for our share of the projects. The delay of implementing phosphorus removal will save the Village chemical and operating expenses of ~\$1.4 Million over ~12 years (this includes the annual dues contributions towards the projects).

We have reviewed the special conditions and believe this is the most cost effective approach for us to pursue in implementing phosphorus removal and meeting the IEPA permit requirements.

ATTACHMENTS (PLEASE LIST)

- Memo
- Agreement
- Resolution

ACTION REQUESTED

For Discussion Only ____

Resolution X

Ordinance ____

Motion: I move that the Village Board approve Resolution 2015- ____, a Resolution approving an agreement between the Village of Bartlett and the DuPage River Salt Creek Workshop.

Staff: Dan Dinges

Date: 5/11/15

Memo

To: Valerie Salmons
From: Dan Dinges
cc: John Pullia
Date: May 11, 2015
Re: DuPage River Salt Creek Workgroup Agreement – EPA NPDES Permit Special Conditions

As we discussed at the May 5th Committee meeting, our NPDES permit expired January 31, 2015 and we are awaiting the IEPA's new phosphorus limits.

The DuPage River Salt Creek Workgroup (DRSCW) has been negotiating with the IEPA to provide special conditions to the DRSCW members on the new NPDES permits that the members will have on their IEPA permits. The special conditions (attached) allow the Village to delay implementing phosphorus treatment at our WWTP for 10-11 years but requires us to contribute towards a list of projects that will be completed along the DuPage River and Salt Creek to improve water quality and aquatic life within these watersheds. Our annual dues will be increased from \$6,575 to ~\$31,000 for FY 15-16 with annual increases for eight years for our share of the projects. The delay of implementing phosphorus removal will save the Village chemical and operating expenses of ~\$1.4 Million over ~12 years (this includes the annual dues contributions towards the projects).

We have reviewed the special conditions and believe this is the most cost effective approach for us to pursue in implementing phosphorus removal and meeting the IEPA permit requirements.

The approved Sewer Capital Budget includes \$275,000 for Phosphorus Removal which will include a facility plan update. The facility plan update will incorporate the special condition requirements of a phosphorus discharge optimization evaluation plan and feasibility study to determine the best method to remove phosphorus from the wastewater treatment plant effluent. By accepting the DRSCW special conditions, we will have 10 years to implement phosphorus removal rather than 3 years if we were to go directly to the IEPA.

RESOLUTION 2015 - _____

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF
BARTLETT AND THE DUPAGE RIVER SALT CREEK WORKGROUP**

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 Agreement presented by the DuPage River Salt Creek Workgroup, a copy of which is appended hereto as Exhibit A and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 19, 2015

APPROVED: May 19, 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 May 19, 2015 and approved on May 19, 2015 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

AN AGREEMENT BETWEEN AGENCY AND THE DUPAGE RIVER/SALT CREEK
WORKGROUP

THIS AGREEMENT is entered into by and between AGENCY, an Illinois municipality, and the DUPAGE RIVER/SALT CREEK WORKGROUP (DRSCW), an Illinois not-for-profit corporation, concerning the participation of AGENCY in a DRSCW local funding program to complete alternate stream restoration projects, described herein.

WHEREAS, DRSCW was organized in 2005 to monitor, maintain and improve stream quality in the watersheds of Salt Creek and the East and West Branches of the DuPage River; and

WHEREAS, Agency has supported and participated in DRSCW as an Agency member since 2005, and

WHEREAS, DRSCW has negotiated a special condition for inclusion in the NPDES permits of Publicly Owned Treatment Works (POTWs) discharging into the above referenced watersheds, including NPDES Permit Number IL0027618 for POTW facilities owned by AGENCY, hereinafter referred to as "DRSCW Special Condition"; and

WHEREAS, the DRSCW Special Condition, attached as Exhibit A, and the referenced DuPage River/Salt Creek Workgroup (DRSCW) Implementation Plan, dated April 16, 2015, attached as Exhibit B, herein after referred to as "DRSCW Implementation Plan", allows AGENCY to participate in the DRSCW local funding program to complete alternate stream restoration projects, and

WHEREAS, AGENCY desires to accept the DRSCW Special Condition and participate in the DRSCW local funding program, as detailed in said documents; and

WHEREAS, AGENCY and DRSCW both desire to formalize the obligations of AGENCY and DRSCW under said program;

NOW, THEREFORE, in consideration of the above stated preambles and the mutual covenants and promises hereinafter contained, AGENCY and DRSCW formally covenant, agree, and bind themselves as follows to wit:

AGREEMENT TERM

1. The term of this Agreement shall commence upon execution by both parties, as detailed herein, and upon the receipt by DRSCW of executed agreements from other DRSCW Agency members owning and/or operating a POTW that also received an NPDES permit for said facilities containing the DRSCW Special Condition that, in the aggregate, contain sufficient financial commitments to complete the alternate stream restoration projects contained in the DRSCW Special Condition. The term of this Agreement shall end on December 31, 2022. In the event that NPDES Permit Number IL0027618 shall be modified or renewed during the term of this Agreement and AGENCY is no longer obligated in said modified or renewed permit to participate in the DRSCW local funding program, this Agreement may be terminated by AGENCY upon not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate to DRSCW.

AGENCY RESPONSIBILITIES

2. AGENCY agrees to remain an Agency member of DRSCW and to pay dues and project assessments to DRSCW as detailed below:

<u>Payment</u> <u>Due Dates</u>	<u>Annual</u> <u>Dues</u>	<u>Project</u> <u>Assessments</u>	<u>Total</u> <u>Payment</u>
60 days after term commences	\$9,081	\$21,108	\$30,189

June 1, 2016	\$9,354	\$21,741	\$31,095
June 1, 2017	\$9,635	\$35,567	\$45,202
June 1, 2018	\$9,924	\$36,634	\$46,558
June 1, 2019	\$10,221	\$60,730	\$70,951
June 1, 2020	\$10,528	\$62,552	\$73,080
June 1, 2021	\$10,844	\$64,429	\$75,273
June 1, 2022	\$11,169	\$66,361	\$77,530

3. AGENCY shall cooperate with DRSCW in the completion of those tasks designated to be completed by either AGENCY or DRSCW in the DRSCW Special Condition.
4. AGENCY shall indemnify and hold DRSCW harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs and attorney's fees, and related expenses that result from the intentional acts or omissions of AGENCY.

DRSCW RESPONSIBILITIES

5. DRSCW will receive and administer the project assessment funds as detailed herein.
6. DRSCW will enter into contracts with the appropriate entities to complete the studies, plans, models and reports and the design and permitting of projects contained in the DRSCW Special Condition and shall pay for those contracts from project assessment funds.
7. Upon the accumulation of sufficient project assessment funds, DRSCW will enter into contracts with project sponsors, i.e. the appropriate entity, property owner and/or facility owner, for the design, permitting and/or construction of the projects listed in the DRSCW Special Condition and shall pay for those contracts from project assessment funds.
8. If the balance of available project assessment funds exceeds the total cost of the projects and obligations listed in the DRSCW Special Condition, DRSCW will

- identify, prioritize and build consensus for additional stream restoration projects beyond those contained in the DRSCW Special Condition, in accordance with the process described in the DRSCW Implementation Plan.
9. DRSCW will continue to perform its basin assessment as detailed in the DRSCW Implementation Plan. At minimum, each basin will be assessed every 4 years.
 10. DRSCW shall cooperate with AGENCY in the completion of those tasks designated to be completed by either AGENCY or DRSCW in the DRSCW Special Condition.
 11. If any project assessment funds remain after the completion of the projects and obligations contained in the DRSCW Special Condition and any additional projects obligated under Paragraph 8 above, DRSCW will return said excess funds to AGENCY in proportion to the total project assessment funds paid by all DRSCW Agency members.
 12. DRSCW shall indemnify and hold AGENCY harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs and attorney's fees, and related expenses that arise out of the actions of DRSCW, and DRSCW assumes all the risk in the operation of its business hereunder and shall be solely responsible and answerable for any and all payments, accidents or injuries to persons or property arising out of the performance by DRSCW under this Agreement.

GENERAL PROVISIONS

13. This agreement may be terminated in whole or in part, in writing by either party in the event of substantial failure ("termination by default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party,

provided that no such termination may be effected unless the other party is given (1) not less than twenty-one (21) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination. In addition, AGENCY and DRSCW reserve the right to terminate this agreement if its respective board of directors determines funding is not available to continue this agreement or that the mission of either organization is not furthered by continuing this affiliation.

14. This document shall be the final and complete embodiment of the Agreement by and between AGENCY and DRSCW. No oral changes, modifications, or additions to this Agreement shall be permitted or allowed. Changes, modifications, or additions to this Agreement shall be made only in writing and contain the necessary and proper signatures of AGENCY and DRSCW.
15. Any dispute arising under or in connection with the Agreement or related to any matter which is the subject of the Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in DuPage County, State of Illinois.
16. In the event that any provisions of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereto.
17. This agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

Dated at _____, Illinois, this ____ day of _____, 2015.

AGENCY

By: _____
Village President

Attest: _____
Village Clerk

Dated at Naperville, Illinois, this ____ day of _____, 2015.

DUPAGE RIVER/SALT CREEK WORKGROUP

By: _____
President

Attest: _____
Secretary/Treasurer

Draft DuPage/Salt Creek Special Condition XX.

1. The Permittee shall participate in the DuPage River Salt Creek Workgroup (DRSCW). The Permittee shall work with other watershed members of the DRSCW to determine the most cost effective means to remove dissolved oxygen (DO) and offensive condition impairments in the DRSCW watersheds.

2. The Permittee shall ensure that the following projects and activities set out in the DRSCW Implementation Plan (April 16, 2015), are completed (either by the permittee or through the DRSCW) by the schedule dates set forth below; and that the short term objectives are achieved for each by the time frames identified below:

Project Name	Completion Date	Short Term Objectives	Long Term Objectives
Oak Meadows Golf Course dam removal	December 31, 2016	Improve DO	Improve fish passage
Oak Meadows Golf Course stream restoration	December 31, 2017	Improve aquatic habitat (QHEI), reduce inputs of nutrients and sediment	Raise miBi
Fawell Dam Modification	December 31, 2018	Modify dam to allow fish passage	Raise fiBi upstream of structure
Spring Brook Restoration and dam removal	December 31, 2019	Improve aquatic habitat (QHEI), reduce inputs of nutrients and sediment	Raise miBi and fiBi
Fullersburg Woods dam modification concept plan development	December 31, 2016	Identify conceptual plan for dam modification and stream restoration	Build consensus among plan stakeholders
Fullersburg Woods dam modification	December 31, 2021	Improve DO, improve aquatic habitat (QHEI)	Raise miBi and fiBi
Fullersburg Woods dam modification area stream restoration	December 31, 2022	Improve aquatic habitat (QHEI), reduce inputs of nutrients and sediment	Raise miBi and fiBi
Southern West Branch Physical Enhancement	December 31, 2022	Improve aquatic habitat (QHEI)	Raise miBi and fiBi
Southern East Branch Stream Enhancement	December 31, 2023	Improve aquatic habitat (QHEI), reduce inputs of nutrients and sediment	Raise miBi and fiBi

QUAL 2K East Branch and Salt Creek	December 31, 2023	Collect new baseline data and update model	Quantify improvements in watershed. Identify next round of projects for years beyond 2024.
NPS Phosphorus Feasibility Analysis	December 31, 2021	Assess NPS performance from reductions leaf litter and street sweeping	Reduce NPS contributions to lowest practical levels

3. The Permittee shall participate in implementation of a watershed Chloride Reduction Program, either directly or through the DRSCW. The program shall work to decrease DRSCW watershed public agency chloride application rates used for winter road safety, with the objective of decreasing watershed chloride loading. The Permittee shall submit an annual report on the annual implementation of the program identifying the practices deployed, chloride application rates, estimated reductions achieved, analyses of watershed chloride loads, precipitation, air temperature conditions and relative performance compared to a baseline condition. The report shall be provided to the Agency by March 31 of each year reflecting the Chloride Abatement Program performance for the preceding year (example: 2015-16 winter season report shall be submitted no later than March 31, 2017). The Permittee may work cooperatively with the DRSCW to prepare a single annual progress report that is common among DRSCW permittees.

4. The Permittee shall submit an annual progress report on the projects listed in the table of paragraph 2 above to the Agency by March 31 of each year. The report shall include project implementation progress. The Permittee may work cooperatively with the DRSCW to prepare a single annual progress report that is common among DRSCW permittees.

5. The Permittee shall develop a written Phosphorus Discharge Optimization Plan. In developing the plan, the Permittee shall evaluate a range of measures for reducing phosphorus discharges from the treatment plant, including possible source reduction measures, operational improvements, and minor low cost facility modifications that will optimize reductions in phosphorus discharges from the wastewater treatment facility. The permittee's evaluation shall include, but not necessarily be limited to, an evaluation of the following optimization measures:
 - a. WWTF influent reduction measures.
 - i. Evaluate the phosphorus reduction potential of users.
 - ii. Determine which sources have the greatest opportunity for reducing phosphorus (e.g., industrial, commercial, institutional, municipal, and others).
 1. Determine whether known sources (e.g., restaurant and food preparation) can adopt phosphorus minimization and water conservation plans.
 2. Evaluate implementation of local limits on influent sources of excessive

phosphorus.

- b. WWTF effluent reduction measures.
 - i. Reduce phosphorus discharges by optimizing existing treatment processes without causing non-compliance with permit effluent limitations or adversely impacting stream health.
 1. Adjust the solids retention time for biological phosphorus removal.
 2. Adjust aeration rates to reduce DO and promote biological phosphorus removal.
 3. Change aeration settings in plug flow basins by turning off air or mixers at the inlet side of the basin system.
 4. Minimize impact on recycle streams by improving aeration within holding tanks.
 5. Adjust flow through existing basins to enhance biological nutrient removal.
 6. Increase volatile fatty acids for biological phosphorus removal.
6. Within 24 months of the effective date of this permit, the Permittee shall finalize the written Phosphorus Discharge Optimization Evaluation Plan and submit it to IEPA. The plan shall include a schedule for implementing all of the evaluated optimization measures that can practically be implemented and include a report that explains the basis for rejecting any measure that was deemed impractical. The schedule for implementing all practical measures shall be no longer than 36 months after the effective date of this permit. The Permittee shall implement the measures set forth in the Phosphorus Discharge Optimization Plan in accordance with the schedule set forth in that Plan. The Permittee shall modify the Plan to address any comments that it receives from IEPA and shall implement the modified plan in accordance with the schedule therein.

Annual progress reports on the optimization of the existing treatment facilities shall be submitted to the Agency by March 31 of each year beginning 24 months from the effective date of the permit.
7. The Permittee shall, within 24 months of the effective date of this permit, complete a feasibility study that evaluates the timeframe, and construction and O & M costs of reducing phosphorus levels in its discharge to a level consistently meeting a limit of 1 mg/L, 0.5 mg/L and 0.1 mg/L utilizing a range of treatment technologies including, but not necessarily limited to, biological phosphorus removal, chemical precipitation, or a combination of the two. The study shall evaluate the construction and O & M costs of the different treatment technologies for these limits on a monthly, seasonal, and annual average basis. For each technology and each phosphorus discharge level evaluated, the study shall also evaluate the amount by which the Permittee's typical household annual sewer rates would increase if the Permittee constructed and operated the specific type of technology to achieve the specific phosphorus discharge level. Within 24 months of the effective date of this Permit, the Permittee shall submit to the Agency and the DRSCW a written report summarizing the results of the study.

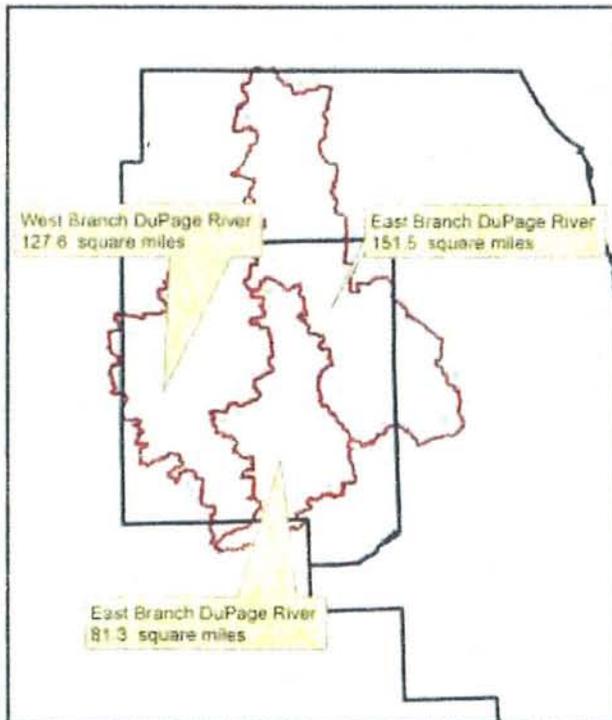
8. Total phosphorus in the effluent shall be limited as follows:
 - a. If the Permittee will use chemical precipitation to achieve the limit, the effluent limitation shall be 1.0 mg/L on a monthly average basis, effective 10 years after the effective date of this permit unless the Agency approves and reissues or modifies the permit to include an alternate phosphorus reduction program pursuant to paragraph c or d below that is fully implemented within 10 years of the effective date of this permit.
 - b. If the Permittee will primarily use biological phosphorus removal to achieve the limit, the effluent limitation shall be 1.0 mg/L monthly average to be effective 11 years after the effective date of this permit unless the Agency approves and reissues or modifies the permit to include an alternate phosphorus reduction program pursuant to paragraph c or d below that is fully implemented within 11 years of the effective date of this permit.
 - c. The Agency may modify this permit if the DRSCW has developed and implemented a trading program for POTWs in the DRSCW watersheds, providing for reallocation of allowed phosphorus loadings between two or more POTWs in the DRSCW watersheds, that delivers the same results of overall watershed phosphorus point-source reduction and loading anticipated from the uniform application of the applicable 1.0 mg/L monthly average effluent limitation among the POTW permits in the DRSCW watersheds and removes DO and offensive condition impairments and meet the applicable dissolved oxygen criteria in 35 IL Adm. Code 302.206 and the narrative offensive aquatic algae criteria in 35 IL Adm. Code 302.203.
 - d. The Agency may modify this permit if the DRSCW has demonstrated and implemented an alternate means of reducing watershed phosphorus loading to a comparable result within the timeframe of the schedule of this condition and removes DO and offensive condition impairments and meet the applicable dissolved oxygen criteria in 35 IL Adm. Code 302.206 and the narrative offensive aquatic algae criteria in 35 IL Adm. Code 302.203.
9. The Permittee shall monitor the wastewater effluent, consistent with the monitoring requirements on Page 2 of this permit, for total phosphorus, dissolved phosphorus, nitrate/nitrite, total Kjeldahl nitrogen (TKN), ammonia, total nitrogen (calculated), alkalinity and temperature at least once a month. The Permittee shall monitor the wastewater influent for total phosphorus and total nitrogen at least once a month. The results shall be submitted on NetDMRs to the Agency unless otherwise specified by the Agency.
10. The Permittee shall submit a Nutrient Implementation Plan (NIP) for the DRSCW watersheds that identifies phosphorus input reductions by point source discharges, non-point source discharges and other measures necessary to remove DO and offensive condition impairments and meet the applicable dissolved oxygen criteria in 35 IL Adm. Code 302.206 and the narrative offensive aquatic algae criteria in 35 IL Adm. Code 302.203. The NIP shall also include a schedule for implementation of the phosphorus input reductions and other measures. The Permittee may work cooperatively with the DRSCW to prepare a single NIP that is common among DRSCW permittees. The NIP shall be submitted to the Agency by December 31, 2023.

DuPage River Salt Creek Workgroup (DRSCW) Implementation Plan

April 16 2015

General Information

The DuPage River Salt Creek Workgroup (DRSCW) is a coalition of publicly owned treatment works (POTWs), MS4 communities, citizen advocacy groups and professional firms focused on meeting Clean Water Act (CWA) goals in the East Branch DuPage River, the West Branch DuPage River, and Salt Creek watersheds (see location map below), particularly the designated use for aquatic life. The DRSCW was formed to carry out adaptive management as recommended in the approved Total Maximum Daily Load (TMDL) studies for these watersheds.



The DRSCW is funded by membership dues principally from local government agencies, based on POTW design average flow and their drainage area within the watersheds. Illinois EPA's Section 319 program has also been a significant source of funding.

The DRSCW's adaptive management approach focuses on high resolution, comprehensive monitoring of chemical, biological, and physical characteristics of the watersheds. This monitoring provides the data needed to execute the 'Plan-Do-Check-Act' methodology inherent to adaptive management. Monitoring and analysis provides insight into the highest priority stressors affecting stream health in order to identify projects or initiatives with the greatest potential to attain stream use goals. Monitoring also provides the

feedback needed to properly assess the impacts of cutting-edge stream restoration projects and water quality initiatives to better formulate future activities.

Holistic monitoring and analysis of stream characteristics in the DRSCW program area show that point source loading offers an insufficient explanation for the inability of local streams to support aquatic life in 2013. Based on the empirical evidence, physical anthropomorphic modifications to stream corridors and nonpoint source pollution provide much more compelling explanations. Early projects completed by the Workgroup have focused on dam modification (where marked improvements in stream biological health have already been documented) and chloride reduction. Actions need to be carried out on a scale many times

larger than the Workgroup's current effort, need to be systematically applied over an extended period of time, and need to be guided by a system where actions are prioritized both by nature (physical restoration, pollutant abatement) and space (stream reaches) in order to ensure measurable progress.

The DRSCW has developed and maintains a project prioritization system (Identification and Prioritization System or IPS) that uses monitoring data it has collected to identify priority stressors at a small spatial scale and prioritizes the assessed stream reaches for restoration activities. This prioritization system is used to identify potential projects for further development, including preliminary scopes and costs. Post project monitoring is used to evaluate impacts, identify the next set of activities and improve the design of future projects based on improved understanding of the relationships between stressors and biological communities.

The DRSCW's data and analysis currently shows that major investments in channel form, in-stream and riparian habitat and nonpoint source pollutant abatement at a watershed scale are essential to make efficient and measurable progress towards attaining the designated use for aquatic life.

The plan presented herein represents activities that the DRSCW will perform as part of an adaptive management program focused on the aquatic life use goals in the affected watersheds during two, 5-year NPDES permit cycles.

This plan includes a list of preliminary projects that will deliver significant and verifiable improvements to local aquatic communities, because they directly address the most significant aquatic life stressors in these particular watersheds. To fund these watershed plan projects, this plan establishes a funding structure that would generate approximately \$7.5M over the initial five-year NPDES permit cycle, and approximately \$15.5 M over the eight-year period of the assessment.

The plan is designed to be amended for future planning periods coinciding with future NPDES permit cycles. Project completion and further monitoring and assessment will continually adjust priorities and identify additional projects and activities needed to achieve stream use goals. This implementation plan will be amended to reflect the priority projects and activities that are relevant at the time of subsequent renewal cycles of NPDES permits in the watershed. An amended plan will be available for reference when subsequent NPDES permit renewals are needed.

The DRSCW understands that the responsibility to develop this adaptive management implementation plan and associated watershed based priorities rests with the municipalities that choose to pursue implementation of the plan. The Workgroup structure is contingent upon DRSCW members making funds available for, and then executing and evaluating, the watershed plan projects. All parties understand and agree that the responsibilities and benefits of the implementation plan accrue to all the participating agencies in the program area.

This plan allows public and private managers to allocate their limited financial and human resources to address the most critical problems impinging aquatic life in a prioritized, systematic manner inside a framework of clear environmental outcomes and objectives. These objectives and outcomes are the status and integrity of aquatic assemblages, a primary goal of the Clean Water Act. As such, the objectives of the plan are the same as those of the Clean Water Act. The IPS tool is aimed at moving towards the goal of the Clean Water Act to attain full support of aquatic communities.

Projects and Activities

The DRSCW has created a prioritized list of preliminary projects and activities which it calculates will improve aquatic assemblages in a measurable and systemic manner (Table 1, depicted geographically in Map 1). The projects were selected by scoring high in the DRSCW's Identification and Prioritization System (IPS) tool, (Appendix 1), or via identification in the DRSCW's TMDL implementation analyses (Appendices 2 & 3). In some instances, these deliver common priorities (Fullersburg Dam modification, chloride reduction BMPs, etc.). The IPS is based on extensive monitoring data: assemblages; physical habitat; water and sediment chemistry; land cover analysis; and stream features (dams, outfalls and culverts), and scores projects 1-6 in descending order of priority.

Table 1 lists and describes projects the DRSCW and partner agencies are committed to pursuing during the initial 5 year planning period. A more complete list of projects that will be pursued by member agencies that meet the DRSCW's priorities can be found in the "White Paper- Adaptive Management to meet the Aquatic Life goal." Table 1 includes projected short and long term outcomes. Projects shaded in red will be funded out of the proposed project funding mechanism contained in this plan. Project funding will cover engineering, permitting and construction and post project monitoring (of construction and vegetation integrity). After these projects have been completed, priorities will be reassessed and a second list of priority projects will be generated. The second list of projects cannot be generated at this time as they, by the very nature of adaptive management, rely on assessment of the first set of actions. The development of the second set of activities and the other actions shaded in blue, will be funded by membership dues and includes post project impact monitoring (IBI and QHEI) surveys. If an action on either the first or second project lists proves impossible due to engineering or permitting issues, DRSCW will select a replacement action from its IPS methodology.

TABLE 1. Priority Projects For Cycle 1

Project Name (Map 1 code)	Drainage basin/waterbody	Location (RM or Other)	Approximate Activities and Project Description	DO Imp. Project (A2)	IPS Ranking (A1)	TMDL Imp.	Short Term Objectives (1-2 years)	Long Term Objectives (4-6 years)	Schedule	Estimated Cost
Oak Meadows Golf Course dam removal (A)	Salt Creek	23.5	Remove Oak Meadows dam	Yes	3	Yes	Improve average daily DO; decrease Diet	Improve average daily DO; decrease Diet; improve fish passage	Complete 2016	\$250,000
Oak Meadows Golf Course dam removal and stream restoration (B)	Salt Creek	23.5-25	Naturalize 1.5 miles of stream corridor. Construct meanders and cobble substrate. Plant vegetated buffers on riparian land.	Yes	3	No	Raise QHEI from 46.5 to >70.0; reduce nutrients by 760 lbs. P/year, 1521 lbs. N/year, 760 tons sediment/year	Raise mIBI from 21 to > 35 to 1-1.5 miles of river; raise fIBI from 19 to 25 for 1-1.5 miles of river	Complete 2017	\$2,000,000
Fullersburg Woods dam modification (C)	Salt Creek	10.5	Modify dam to improve DO in the upstream impoundment and fish passage.	Yes	1-2	Yes	Improve average daily DO; raise QHEI from 39.5 to >70.0	Raise fIBI from 19 to 27; raise mIBI from 35 to > 42 for 1.5 miles of river	Complete 2021	\$1,500,000
Fullersburg Woods dam impoundment area stream restoration (D)	Salt Creek	10.5-12.0	Naturalize upstream 1.5 miles of stream corridor to include meanders and pool and riffle sequences.	Yes	1-2	Yes	Improve average daily DO; raise QHEI from 39.5 to >70.0; reduce pollutants by 760 lbs. P/year, 1521 lbs. N/year, 760 tons sediment/year	Raise fIBI from 19 to 27; raise mIBI from 35 to > 42 for 1.5 miles of river beyond restored area	Complete 2022	\$1,500,000

Project Name (Map 1 code)	Drainage basin/waterbody	Location (RM or Other)	Approximate Activities and Project Description	DO Imp. Project (A2)	IPS Ranking (A1)	TMDL Imp.	Short Term Objectives (1-2 years)	Long Term Objectives (4-6 years)	Schedule	Estimated Cost
Southern West Branch Physical Enhancement Project (G)	West Branch	Between RM 0 and RM 8 (TBD)	Naturalize 1 mile of stream corridor; pool and riffle sequences and bank reconstruction	No	1	No	Raise QHEI from 70-75 to >77; reduce nutrients by 507 lbs. P/year, 1014 lbs. N/year, 507 tons sediment/year	Raise fIBI from 31-33 to > 42	Complete 2022	\$500,000.00
Fawell Dam Modification (E)	West Branch	8	Modify structure to allow fish passage to the 24 miles of main stem river upstream.	No	1-1	No	Create fish passage for target species	Raise fIBI from 17.5 to 27 for 2 miles upstream of project; passage beyond 2 mile area	Complete 2018	\$687,500
Southern East Branch Stream Enhancement Project (F)	East Branch	6.5-8.5	Naturalize 2 miles of stream corridor; construct pool and riffle sequences, cobble substrate and meanders.	No	1-3	No	Raise QHEI from 59-70 to >77. reduce nutrients by 1014 lbs. P/year, 2028 lbs. N/year, 1014 tons sediment/year	Raise fIBI from 27-35 to > 42; raise mIBI from 27-35 to > 42	Complete 2023	\$2,500,000.00
Spring Brook Restoration (!)	West Branch and Spring Brook	0-2	Naturalize 1 mile of stream corridor; pool and riffle sequences and bank reconstruction	No	3	No	Raise QHEI from 64 to 77; reduce pollutants by 506.66 lbs. P/year, 1014 lbs. N/year, 5066.66 tons sediment/year	Raise fIBI from 21.5 to 22 (post Fawell >27); raise mIBI from 30.1 to >42	Complete 2019	\$1,000,000
Physical Project Total										\$9,937,500.00

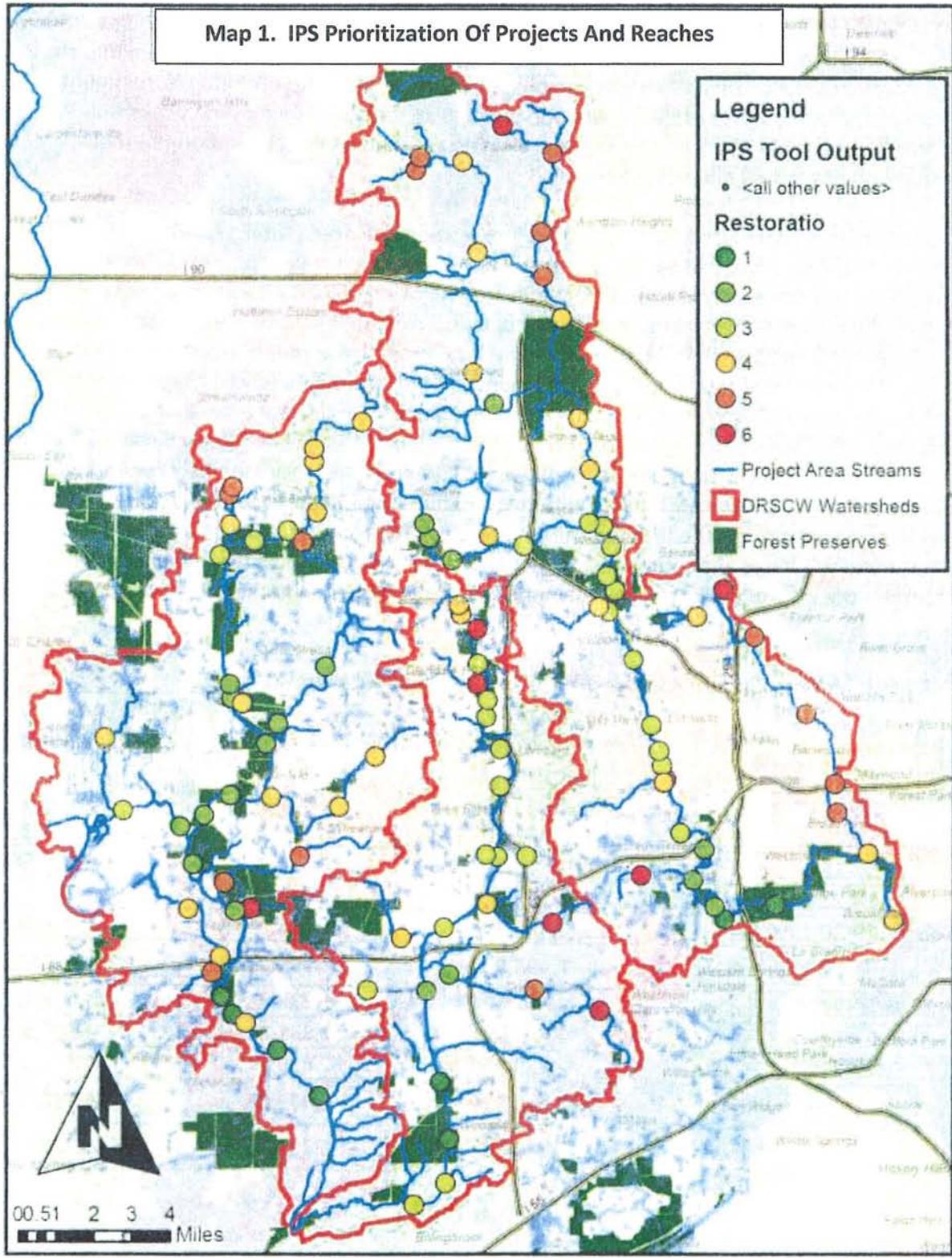
¹ Projects coded red are physical improvement projects, projects coded blue are will be funded by membership dues of individual members

Project Name (Map 1 code)	Drainage basin/ waterbody	Location (RM or Other)	Approximate Activities and Project Description	DO Imp. Project (A2)	IPS Ranking (A1)	TMDL Imp.	Short Term Objectives (1-2 years)	Long Term Objectives (4-6 years)	Schedule	Estimated Cost
Chloride Abatement (A3)	All	Program Area Wide	Education program for pre-wetting, anti-icing and equipment calibration	No	Proximate Stressor	Yes	Decrease chloride application rates; increase survey participation by 10 (currently 33); surveyed communities average application rate < 500 lbs./lane mile (currently 3 are higher), 18 surveyed communities anti-ice (currently 12); 33 surveyed communities pre wet (currently 33), zero surveyed communities store exposed salt	Decrease average summer chloride concentrations	Ongoing	\$175,000.00
Basin and project assessments	All	Program Area Wide	Rolling assessment of physical, chemical and biological characteristics.	NA	NA	No	Complete assessment for each basin	Assess project goals attainment; enhance understanding of stressor-response relationships; use information to develop next round of projects	Ongoing	\$929,110.00
Municipal level IPS Implementation Plan	All	Program Area Wide	Design and disseminate an IPS report and summary tailored to individual communities.	No	NA	No		Integrate IPS outputs into local projects and decision making	Complete 2017	\$30,000.00

Project Name (Map 1 code)	Drainage basin/waterbody	Location (RM or Other)	Approximate Activities and Project Description	DO Imp. Project (A2)	IPS Ranking (A1)	TMDL Imp.	Short Term Objectives (1-2 years)	Long Term Objectives (4-6 years)	Schedule	Estimated Cost
PAH Abatement	All	Program Area Wide	Signed voluntary agreements to discontinue use of coal tar sealants by DRSCW members (MOU).	No	Proximate Stressor	No	75% of members discontinue use of CT sealants for public operations	Area wide ban on sale of CT sealants	MOU goal met by 2018	\$20,000.00
Elgin O'Hare (EOWA) Chloride Offset Program	Salt Creek and West Branch	EOWA envelope	Create and manage offset program for chloride loading increase created by EOWA.	No	Proximate Stressor	Yes	Detailed tracking of Tier 1 agency use in place; ambient monitoring system in place; Tollway and municipal offsets identified	Zero increase in ambient chloride levels following winter operations in EOWA envelope	2019	\$50,000.00
Develop 2nd set IPS projects	All	Program Area Wide	Identify projects for second round of investments (causal analysis and IPS allocation).	No	N/A	Yes	N/A	N/A	List of projects available 2019	\$100,000.00
Continuous DO monitoring	All	Program Area Wide	Collect hourly warm-weather data for DO, pH, Conductivity and temperature.	Yes	N/A	Yes	Add to dataset	N/A	Yearly collection	\$221,920.00
QUAL 2K East Branch and Salt Creek	East Branch and Salt Creek	Relevant Basins	Update QUAL 2K model for East Branch Salt Creek.	Yes	N/A	Yes	Identify next round of DO improvement projects	N/A	2023	\$140,000

Project Name (Map 1 code)	Drainage basin/ waterbody	Location (RM or Other)	Approximate Activities and Project Description	DO Imp. Project (A2)	IPS Ranking (A1)	TMDL Imp.	Short Term Objectives (1-2 years)	Long Term Objectives (4-6 years)	Schedule	Estimated Cost
Point Source Trading Feasibility Study	All	Program Area Wide	Model of marginal costs of TP and TN for each plant is developed	No	N/A	Yes	Evaluate feasibility and environmental impacts of trading concept	Lower marginal costs of meeting P reduction targets	2023	\$200,000
Nutrient Implementation Plan	All	Program Area Wide	Identify phosphorus input reductions by point source discharges, non- point source discharges and other measures, and	No	N/A	Yes	Develop a schedule for implementation of the phosphorus input reductions and other measures at PS and NPS.	Lower marginal costs of meeting P reduction targets	2023	\$200,000
NPS Phosphorous Feasibility Analysis	All	Program Area Wide	Evaluate leaf litter and street sweeping programs.	No	N/A	No			Complete 2021	\$120,000
Grand total for all DRSCW										\$12,123,530.00

Map 1. IPS Prioritization Of Projects And Reaches



Financial and Reporting

DRSCW Agency members are public agencies holding an NPDES permit for a discharge from a publicly owned treatment works or from a municipal separate storm sewer system into the DRSCW watersheds. DRSCW Agency members currently fund the monitoring, assessment and administration activities of the Workgroup through annual dues. Agency members will contribute to project funding through a project assessment amount in addition to their inflation-adjusted membership dues.

Based on anticipated participation, the project assessment would total \$7,495,002 over the first five-year permit cycle, and \$8,243,829 over the subsequent five-year permit cycle (where it would run for three-years only). This amount would be combined with an approximate 40% match from local project sponsors calculated at approximately 40% of the assessment total, making it \$10,492,557 over the two permit cycles. In total, the proposal (assessment and match) would create total priority project investment of approximately \$12.5M in projects within the three DRSCW watersheds over the initial permit cycle, and a possible \$26,231,388 total over the two permit cycles (10 years). The proposed funding level would start at \$1.5M in the first year. This initial funding level allows DRSCW and its Agency members to work out the implementation of this new funding initiative and build local support for projects as the funding level increases through the fifth year of the program. The proposed special assessment funding, local matching funds and total project funding for each year are provided in Table 2. Table 2A contains the inflation adjusted membership dues for each year over the same time period.

TABLE 2. Member Special Assessment for First and Second Permit Cycle²

Year	DRSCW Agency Member Project Assessments	Local Matches from Project Sponsors	Total Amount of Annual Project Funding
FY 15-16	\$900,000	\$600,000	\$1,500,000
FY 16-17	927,001	617,999	1,545,000
FY 17-18	1,516,529	1,011,021	2,527,550
FY 18-19	1,562,028	1,041,355	2,603,383
FY 19-20	2,589,444	1,726,296	4,315,740
Subtotal	7,495,002	4,996,671	12,491,673
FY 20-21	2,667,131	1,778,087	4,445,218
FY 21-22	2,747,142	1,831,428	4,578,570
FY 22-23	2,829,556	1,886,371	4,715,927
Subtotal	8,243,829	5,495,886	13,739,715
Totals	\$15,738,831	\$10,492,557	\$26,231,388

Table 2A. Member Dues and Personnel Rates for First and Second Permit Cycle Permit Cycle

Dates	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Total
Dues	\$403,180	\$415,276	\$427,742	\$440,572	\$453,779	\$2,140,549
Dates	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	Total
Dues	\$467,413	\$481,425	\$495,865	\$510,737	\$526,076	\$2,481,516

Participating agencies will: continue to fund DRSCW monitoring, assessment, and administration activities at inflation-adjusted levels through the payment of annual DRSCW Agency member dues; fund project implementation at the level identified here through the payment of an annual DRSCW project assessment; implement agreed upon projects; and report project implementation progress and spending via an annual progress report submitted to Illinois EPA, the first of which will be submitted on March 31st of each year. The DRSCW memo entitled "Updates to Proposed NPDES Permit Special Condition Language and Recommended Agency Member Dues, Agency Member Assessments and Local Project Matches to Implement DRSCW Project Funding Plan," dated February 16th, 2015, provided in Appendix 6, contains a detailed discussion of the proposed funding program as well as the proposed dues and assessments from Agency members for each year of the proposed ten-year program.

It must be clearly understood that the estimated project funding total of \$26M contained in this Implementation Plan represents the preferred and targeted funding goal. It is based on 100% participation by all DRSCW Agency members which own a POTW discharging into DRSCW watersheds, for payment of the project assessments each year. A DRSCW Agency member which elects not to participate in the DRSCW watershed implementation plan would not contribute to the proposed project funding but rather would negotiate directly with Illinois EPA on appropriate limits in their NPDES permit. In addition, the estimated \$26M project funding level is based on the contribution of local matches of 40% of the cost of each individual project from local project sponsors, above and beyond the project funding assessments paid by DRSCW Agency members. The proposed project assessments contained in this Implementation Plan are not subject to reassessment should participation by DRSCW Agency members which own a POTW be less than 100% or should local project matches not materialize at the 40% level. It is also anticipated that the estimated project funding level will vary from the annual estimates contained in this plan and that the appropriate funding target is total project funding over the ten year period and the DRSCW will commit to achieving that target.

The cost of this approach to local government entities is assessed at the level needed for successful implementation of the plan. Along with a high probability of moving towards the aquatic life thresholds, it creates an incentive for members to participate, allows local government to offset the risk of investing in an untried methodology by creating short term savings, encourages them to invest outside of their jurisdictions, and, if the program is successful, helps to validate its efficacy. The selection of projects to be funded will start with the projects prioritized by the IPS tool and then proceed to reflect other factors such as readiness to proceed, project sponsors willing to provide local match, etc. as deemed appropriate during the consensus building process of project selection through the DRSCW.

Appendix 1. Monitoring

Monitoring data and analysis is essential to provide a sound scientific basis to identify impaired waters, diagnose causes of impairment, and conduct adaptive management implementation. Between 2006 and 2012, DRSCW collected physical measures and biological and chemical samples from a total of 118 sampling locations including six reference sites (biological and physical). Continuous dissolved oxygen (DO) data was collected at an additional 14 sites. The information gathered during these surveys represents a baseline of existing conditions, documents environmental impacts to the reaches from point source discharges and nonpoint source pollution, and serves as a guide for management decisions. The sampling design employed by DRSCW is a combination of systematic and target-intensive site selection. Sample sites were selected by systematically moving upstream in a watershed at a fixed interval of one-half the drainage area of the preceding site. This resulted in seven levels of drainage area, starting from 150mi², through drainage sizes of 75, 38, 19, 9, 5 and finally 2 mi². Each level was then supplemented with targeted sites around points of particular interest such as POTW outfalls, sanitary sewer overflows (SSOs), major stormwater sources, and dams. Data collected at each site includes fish and macroinvertebrate assemblages (IBIs), habitat assessment (QHEI), water column chemistry (nutrients, metals, oxygen demand and organics), and sediment chemistry (metals and organics). Data is collected from late spring through early fall in one basin each year. Thus, there will normally be a three-year cycle for each basin. A map of the sample sites in each basin, including continuous DO sites, is provided in Map 2. The list of water column parameters is supplied in Table 3. Information on the DRSCW's continuous DO monitoring activities is given in Appendix 3.

The monitoring will continue annually under the agreement. Reports will be available by November the year following the survey.

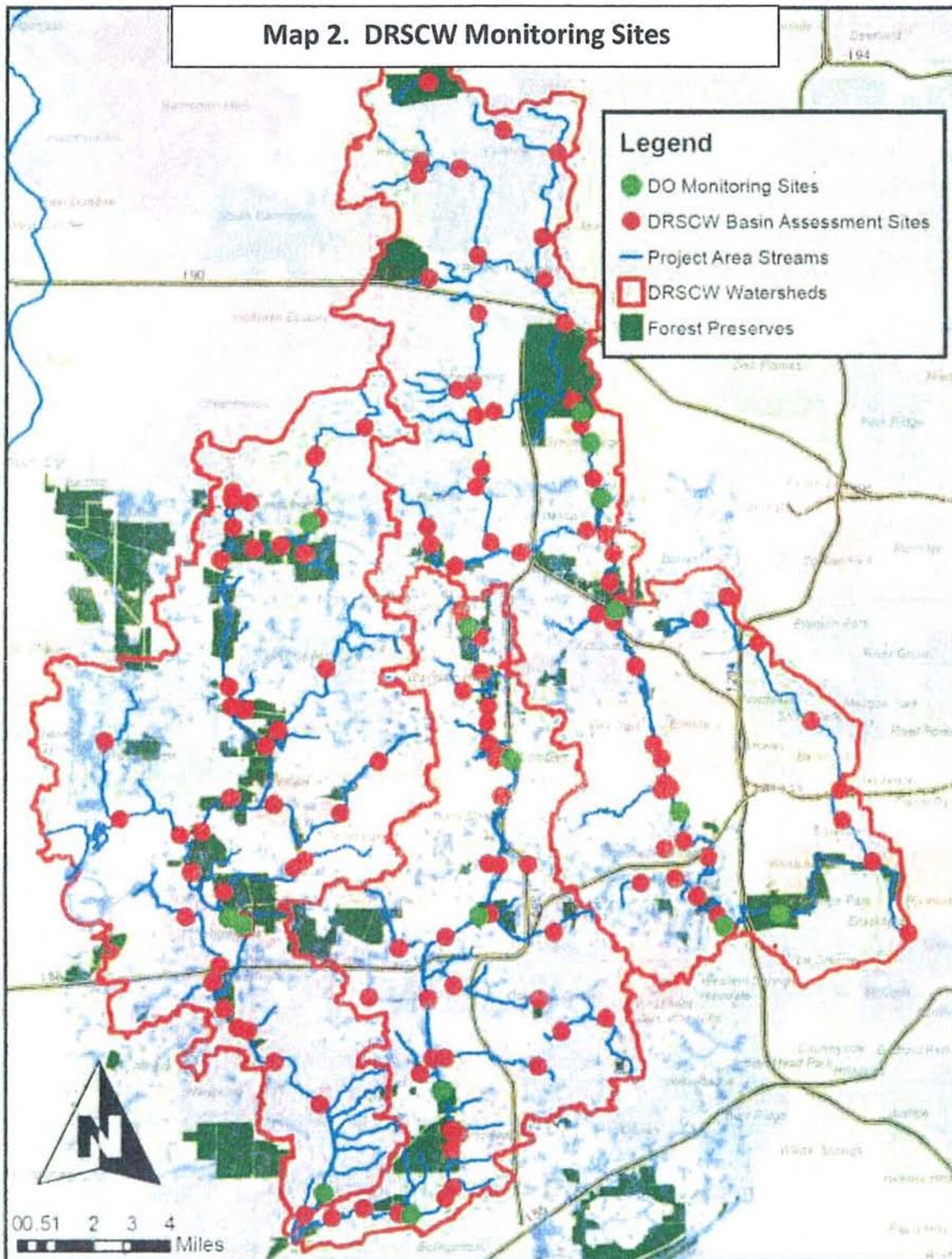


Table 3

Biological and Water Quality Assessment DuPage Rivers and Salt Creek Watersheds

Water and Sediment Chemistry Analysis Parameters

Demand Parameters

5 Day BOD
Chloride
Conductivity
Dissolved Oxygen (continuous and grab)
pH
Temperature
Total Dissolved Solids
Total Suspended Solids

Nutrients

Ammonia
Nitrogen/Nitrate
Nitrogen – Total Kjeldahl
Phosphorus, Total

Metals

Cadmium
Calcium
Copper
Iron
Lead
Magnesium
Zinc

Organics – Water

PCBS
Pesticides
Semivolatile Organics
Volatile Organics

Sediment Metals

Arsenic
Barium
Cadmium
Chromium
Copper
Iron
Lead
Manganese
Nickel
Potassium
Silver
Zinc

Sediment Organics

Organochlorine Pesticides
PCBS
Percent Moisture
Semivolatile Organics
Volatile Organic Compounds

Specific objectives of this activity are to:

- Complete a comprehensive assessment of biological assemblages (fish and macroinvertebrates), habitat and ambient conditions within the targeted watersheds.
- Establish a baseline to compare to future conditions in response to management activities.
- Determine the role of potential stressors at a local reach scale.

DRSCW has completed two assessments for each basin and a third for the West Branch DuPage River was carried out in 2012. Figure 1 shows West Branch DuPage River fIBI scores from 1983 (collected by the Forest Preserve District of DuPage County), 2006, and 2009.

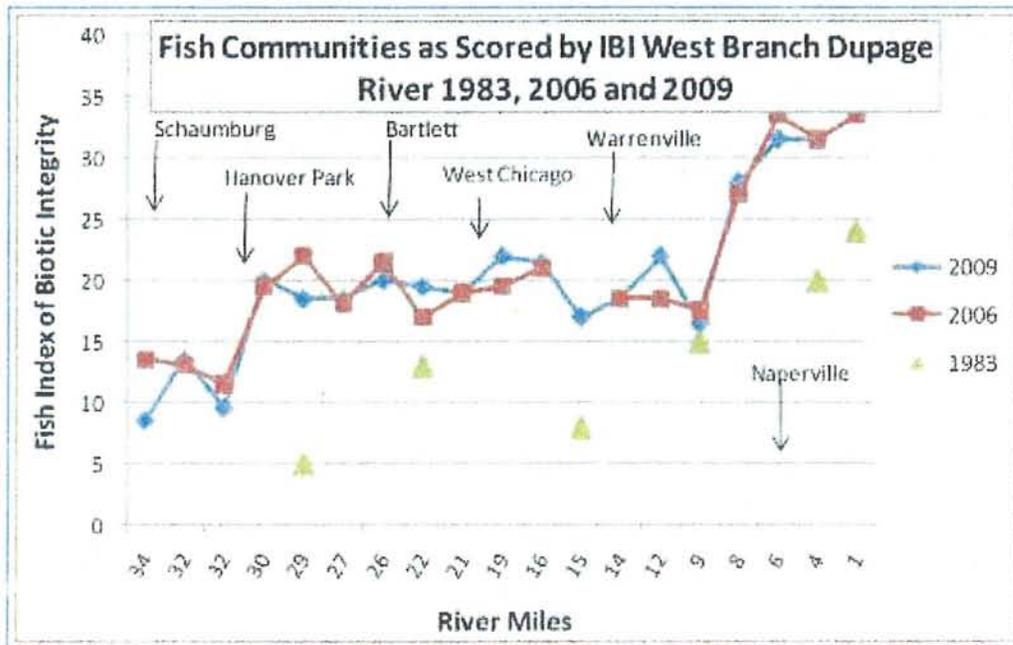


Figure 1 – fIBI scores for the West Branch DuPage River 1983, 2006, 2009. Arrows represent point source inputs from POTWs.

Appendix 2. Identification and Prioritization System (IPS)

Active adaptive management calls for a mechanism to integrate baseline data and trend information into management and implementation decisions on an on-going basis. With a solid understanding of the stressors responsible for impairment, based on the analysis of biological responses, DRSCW has developed and maintains a mechanism to select implementation projects that:

- Address the most limiting stressors at a reach level
- Prioritize reaches for intervention
- Establish restoration endpoints
- Provide a level of confidence in the likelihood of success
- Have measurable outcomes

DRSCW uses a number of statistical techniques to look at correlations between observed aquatic communities as measured by IBI and 41 possible stressors. Possible stressors include landscape scale stressors (such as road density and basin size), ambient chemistry (such as chloride and phosphorous concentrations) and physical (using sub components of the QHEI such as measures of buffer width and stream sinuosity). The methods used are based on the EPA's Causal Analysis/Diagnosis Decision Information System (CADDIS) methodology and include cluster analysis, non-metric Multidimensional Scaling and Classification and Regression Trees.

Table 4 lists the nine stressors identified by statistical analyses that best correlate with IBI values in current monitoring data. Quantile Regression is then used to examine the relationship between the individual stressor and the fIBI and mIBI scores. Figure 2 shows a quantile regression between mIBI scores and riparian scores from the QHEI. Such analysis supplies both thresholds for the stressor response in aquatic communities and information for project planners to design restoration projects. To the list can be added physical fragmentation (dams) and Polycyclic Aromatic Hydrocarbons (PAHs). Neither is used in the statistical methodology for methodological reasons but both have explanatory power in IBI variation, the former in longitudinal IBI plots (Figure 1) and the latter is ubiquitous in sediment samples.

Table 4. Proximate stressors identified in the stressor analysis

Riparian score
Riffle score
Channel score
Substrate score
Pool score
Chloride
TKN
BOD
NH3N

proximate stressors, designed by quantile regression) and by accessing the field data for the site (QHEI subset scores and species data). For example, at sites WB 41 and WB 36 (see RM 8-9 on Figure 1), the proximate stressors are habitat (lack of riffles and a silt mud substrate) and ammonia–nitrogen. Dam modification is suggested, which would allow the river system to correct a number of the stressors (impoundment leading to degradation of in-stream habitat). As Figure 1 shows, dam modification would also allow fish to move upstream, thereby raising IBI scores north of the site. Indeed fish passage is the primary reason that IBI scores fall so precipitously in that section of river and never recover. The latter note comes from viewing the data spatially and weighting the IPS output. The IPS tool suggests some obvious restoration projects, such as this one, that can be implemented rather quickly and have the highest expectations for restoring biological assemblages. Preliminary priority projects selected by the IPS tool are summarized in Table 1.

DRSCW used 42 stressors in its causal analysis. The list includes land cover stressors (industrial area, road density), water chemistry (chlorides, TSS, a full suite of nutrients including total phosphorus, etc.) and habitat (buffer width, channel sinuosity and similar habitat scoring metrics). The stressors used in the analysis do not directly list physical barriers to fish movement, such as dams or other control structures, although metrics affected by such structures, such as poor habitat or sediment conditions that exist due to the presence of impounded water upstream of a dam, are included. The statistical tool identified certain parameters from a suite of nutrients as stressors with an identifiable correlation to stream biological health. The tool examines relationships between the independent variables and goes further to look at relationships with the species and taxa from which IBIs are constructed. Ammonia-N and TKN showed significant correlation.

Phosphorus Reductions

Both total phosphorus and the computed nitrogen to phosphorus ratio were evaluated as potential stressors, but a sufficiently strong correlation was not identified between phosphorus and the dependent variables (biological data) to include it in the prioritized list of proximate stressors. This is not an uncommon observation in urbanized watersheds where non-chemical and other chemical stressors exert much stronger effects on the biota. There may also be some covariance with another parameter, such as TKN, serving as a proxy for effects contributed by phosphorus. Phosphorus could manifest as a relevant stressor in the future after more significant stressor effects that may be masking the adverse effects of phosphorus are corrected. In lieu of the application of any new phosphorus limits in the current cycle of NPDES permits, this plan includes the following activities:

Specific Point-Source Actions Surrounding Phosphorus

All POTWs will, at their own expense without financial assistance from the Workgroup:

- Monitor phosphorus (total) and nitrogen (total) starting in 2015.
 - At minimum samples will be taken in influent and effluent as a single grab monthly.
 - Data will be reported as part of their DMR report and to the DRSCW.
- Evaluate the following measures as part of the phosphorus control feasibility study required in their NPDES permit:
 - Modify secondary treatment process sequence with available equipment to reduce effluent phosphorus levels without adversely impacting treatment performance.
 - Identify and reduce sources of phosphorus from generators discharging readily controllable quantities of phosphorus into the tributary collection system, and if applicable, develop and implement appropriate pre-treatment rules.
- Collaborate to gather preliminary data necessary for evaluating and comparing phosphorus reduction costs at each POTW in the program area.

The DRSCW will use its resources to explore and develop potential trading models for achieving targeted watershed scale reductions in nutrient loading.

Selected POTWs or the DRSCW will pursue innovative and alternative phosphorus control strategies:

- Investigate waste chemical clearing-house resources to identify and utilize renewable sources of chemicals that can be used to safely reduce effluent phosphorus in a sustainable manner.

- Evaluate and implement, where practical, nutrient recovery technology to cost-effectively sequester phosphorus from side streams to make marketable fertilizer products.
- Phosphorus removal that is incidental to other pollutant control processes.

Specific Nonpoint-Source Actions Surrounding Phosphorus

The DRSCW will review and report to Illinois EPA inside the time frame set out below on the following NPS actions:

- Enhanced street sweeping basin wide - review member current municipal street sweeping schedule and optimize by system (adoption of high efficiency regenerative air systems), time (concentration of effort in spring and fall) and location (by land use and traffic volume). Enhancement plan including projected nutrient loading abatement and cost estimation ready by 2018.
- All members will review, using in-kind resources, good housekeeping measures and contracts and consider inclusion of specific requirements to prevent cut vegetation from being deposited on impervious surfaces. Enhancement plan prepared by DRSCW with workgroup resources including projected nutrient loading abatement and cost estimation ready by end of 2018.
- Leaf litter management. DRSCW will follow the study being undertaken in Madison, Wisconsin about efficiency of leaf collection programs. If the program is cost effective, then DRSCW will use its resources to prepare an implementation plan one year after the study is published (approximately 2018). Review of member policies will be available by 2016. Member agencies are expected to provide in-kind services to assist with plan preparation.
- Use workgroup resources to conduct targeted public education on best management practices that reduce phosphorus loading within the watersheds (pilot test on one sub watershed).
- DRSCW will use its resources to review the interest in organizing a phosphorus reduction workshop modeled on its successful chloride reduction workshops, aimed at municipalities, landowners and contractors. If market research shows that such a workshop would have an audience and was likely to have measurable impacts, then it would commence in the fall of 2016 using workgroup resources.

Appendix 3. TMDL Implementation: Dissolved Oxygen

Project Background

In 2004, the Illinois EPA completed Dissolved Oxygen (DO) TMDL studies for several main stem reaches of Salt Creek and East Branch DuPage River. In order to achieve the Illinois DO standards, the TMDLs recommended concentration limits on CBOD5 and ammonia-nitrogen on area POTWs based on outputs from QUAL2E models developed for each waterway. The TMDL studies noted that POTW load reductions for oxygen demanding pollutants might be reduced if dam removal was implemented and that this could be further evaluated. Reactions to the TMDLs were unfavorable. POTW operators pointed to the large costs associated with reducing wastewater loadings; the Illinois Association of Wastewater Agencies (IAWA) estimated compliance costs at \$48 M dollars for Salt Creek alone, and had reservations about the accuracy of the modeling outputs. IAWA noted that the models utilized design average flow (DAF) as opposed to actual flows, NPDES loadings as opposed to actual discharge loadings, data used were over seven-years old, and that the models had not been validated. All stakeholders, including the reports' authors, were skeptical that the reductions would improve aquatic biology, noting, "DMR data for POTWs show that average summer values for CBOD5 and ammonia are below the proposed limits.....thus it may be that these limits can be met with little or no additional treatment"(CH2M Hill 2004). While this statement admitted that the TMDL conclusions were in error, it did not account for the erasing of the margins of safety needed by POTWs to operate under their permit levels which would now require wastewater infrastructure investments to maintain. Environmental advocacy groups and the regulated community both questioned the accuracy of the models because they were not based on actual performance data and were not calibrated against ambient data.

In 2005, Illinois EPA came to an agreement with the DRSCW to delay implementation of the TMDL recommendations while the DRSCW developed a plan to address DO. Stakeholders immediately set about rebuilding the DO models. This first project, "Stream Dissolved Oxygen Feasibility Project" set the following objectives:

- Identify the principle low flow DO sags in both waterways;
- Evaluate the impacts of decreasing oxygen demanding loadings from POTWs on the low flow ambient DO concentrations;
- Evaluate the impacts of five existing dams on DO and, where significant, identify alternatives for specific dam sites,
- Identify criteria and sites where stream aeration could be used to improve DO levels during low flow conditions; and
- Determine financial impacts, including project capital costs, operation and maintenance needs, and costs associated with stream improvement projects (life cycle costs).

Model Selection

The DRSCW used QUAL2K to model the DO impairments. The QUAL2K model is capable of diurnally varying headwater/meteorological input data and includes a full sediment diagnosis model to compute sediment oxygen demand (SOD) and nutrient fluxes from the bottom sediment to the water column.

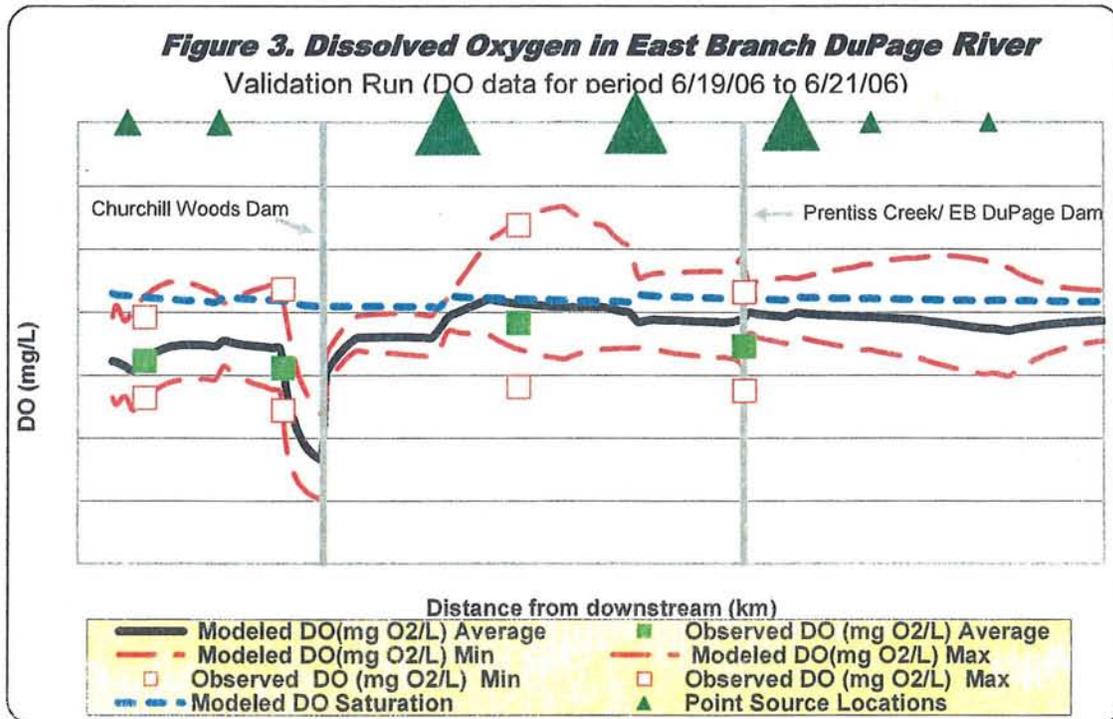
Input data from the QUAL2Emodel was used and the results of the TMDL model werereproduced prior to utilizing the new model's more refined functions. Geographical data for river miles and impoundment geometry was also refined.

Data Collection

A major criticism of the original DO model was its lack of quantitative data. While data were available on stream flow, wastewater flow, and effluent quality, very limited data existed on stream quality. Gathering such information became an immediate priority.

In the spring of 2006, the DRSCW set up a system of "continuous" DO monitoring stations. The stations collected information on DO, water temperature, conductivity, and pH at hourly intervals from May through September at six sites on Salt Creek and five on East Branch DuPage River (three additional sites on the West Branch not part of this modeling effort, were also deployed). Data on SOD were also collected at 16 sites.

All wastewater treatment facilities in the basins cooperated in the re-modeling exercise and supplied discharge monitoring data including daily values for flow, CBOD5, ammonia-nitrogen, total suspended solids (TSS) and pH to the modeling team. The DRSCW collected field coordinates for all the POTW outfalls in the two basins to ensure accurate spatial placement of the data. Additional data on river flow was collected from USGS records.



Calibrating the Model

Two calibration runs were completed for East Branch DuPage River and three were completed for Salt Creek. In the runs, model outputs were plotted against the continuous DO measurements taken during field sampling for the same date and the model was revised based on the results. Finally, model runs were conducted with the revised model, one for East Branch for the period June 19 – June 21, 2006 (shown here as Figure 3) which shows the computed DO against the ambient DO concentration observed for the same period. Computed DO is represented by the red and black lines and observed DO as green filled or red hollow squares. The diurnal range of the modeled DO is represented in both figures with the minimum and maximum DO values being shown. The green triangles shown along the top of Figure 3 represent the locations of POTWs discharging to the East Branch DuPage River. The relative size of each triangle is representative of the quantity of discharge supplied by the plant (they are shown as locations only in the other figures).

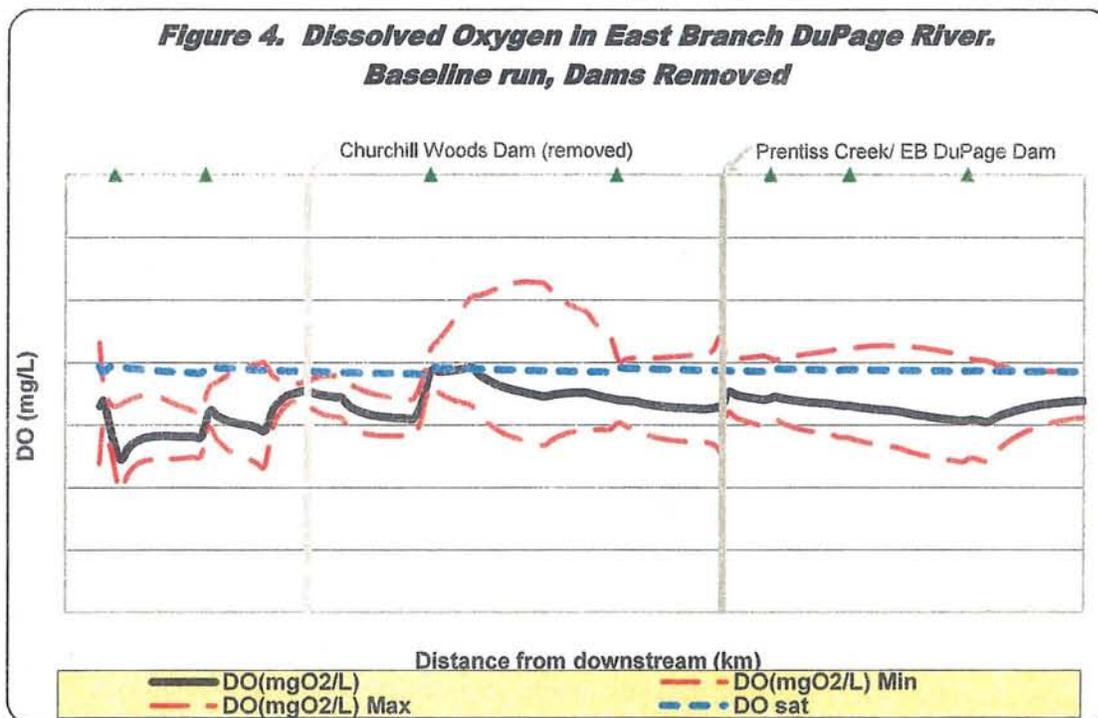
The calibrated and validated model was then used to predict ambient conditions under seven-day, ten-year low flow (7Q10) warm weather conditions using historical data sets compiled by the Metropolitan Water Reclamation District of Greater Chicago (which showed an ambient stream temperature of 30 deg C, several degrees higher than temperatures recorded during the validation/calibration periods) and warm weather flow and loadings from area POTWs. This model run was intended to reflect worst-case conditions. The baseline output for East Branch showed the principal DO sags were upstream of the Churchill Woods Dam on the East Branch DuPage River and upstream of the Fullersbürg Woods Dam on Salt Creek.

Modeling Alternatives

The DRSCW was ready to use the baseline model run to project the impacts on ambient DO concentrations of various remediation efforts. The following alternatives were explored:

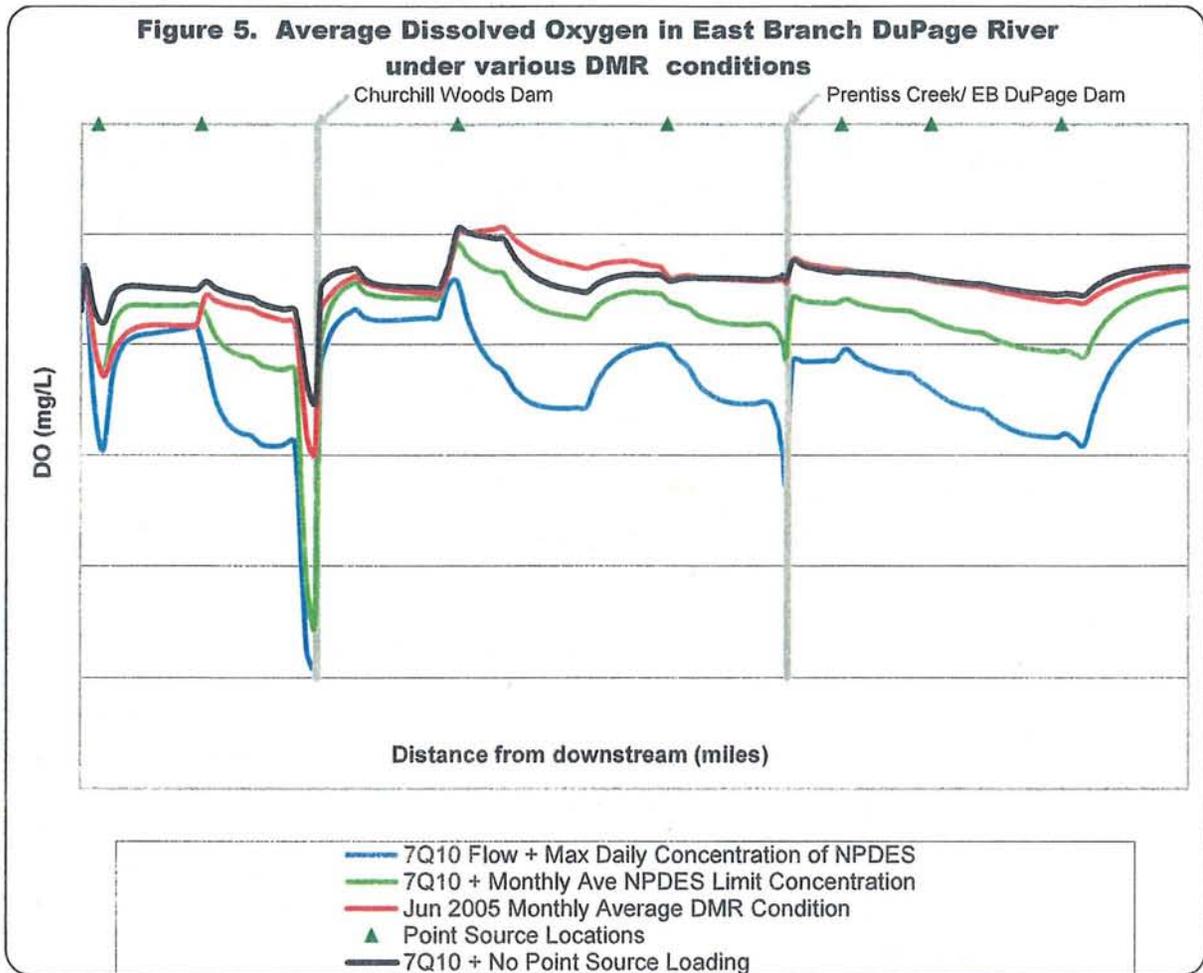
- Lower POTW loadings to zero while maintaining flow (a strictly theoretical exercise);
- Full removal of the Churchill Woods dam;
- Full removal of the Fullersburg Woods dam;
- Partial breach of the Fullersburg Woods dam;
- Lower the crest of the Fullersburg Woods dam by increments; and
- In-stream aeration with air or high-purity oxygen in the dam impoundments.

The “zero loading” model run for the East Branch DuPage River showed that the DO impairment would still exist at the site, even without any pollutant loading from the POTWs (see figure 5). Given that this POTW alternative was projected to cost more than \$6 million, the preferred action at the Churchill Woods location became full dam removal (cost of \$1.5 million).



DO concentrations at the site would approach compliance following full removal. The dam removal modeled output is shown in Figure 4. The project was complicated by the presence of culverts immediately downstream of the dam that set the stream floor elevation higher than that used in the dam removal model. The project was carried out in March 2011 and fish surveys conducted three months later found two additional species of fish not previously

present had moved into the area of and upstream of the dam. The McDowell Grove and Warrenville Dams on the West Branch DuPage River have also been removed. The West Branch DO TMDL, currently under development, was triggered by excursions below the State DO standard in these impoundments. Monitoring at the sites will continue to confirm whether the project DO goals are achieved and if additional work is necessary.



Project Proposal

DRSCW is proposing to design and implement the following projects as implementation of the TMDL. Details on the projects are supplied in Table 1. Monitoring and assessment under this initiative are integrated into the data gathering and analysis set out in Appendices 1 and 2 and the key recommendation of modifying the Fullersburg Woods dam is a priority on both the DRSCW TMDL and IPS project list:

- Modification of the Fullersburg Woods dam to eliminate the impoundment (Salt Creek Basin river mile 10.5).
- Full removal of the Oak Meadows dam (Salt Creek Basin river mile 23.5) and construct in-stream riffles.

- Monitor and document the impacts from the McDowell Grove, Warrenville and Churchill Woods dam removals/modifications and accompanying riffles on DO.
- Maintain the Continuous DO monitoring program but investigate adding chlorophyll a.
- Assist Illinois EPA in completing the DO modeling for the West Branch DuPage River.

The DRSCW will use its resources to conduct the following:

- Continuous DO and pH monitoring on all three waterways at present or expanded locations (currently at 15 sites). This effort includes in-kind services from Agency members for monitoring station installation, operation and maintenance.
- Review the QUAL 2K model for East Branch DuPage River following Churchill Woods dam modification, data accumulation, weather and other potential projects (Hidden Lake and Route 53).
- Modify the Fullersburg Woods dam and remove the Oak Meadows dam on Salt Creek to remove impoundments and abate related stressors, including dissolved oxygen. This effort is expected to leverage matching funds from local agencies, and could also include outside state or federal funding if available.
- Review the QUAL 2K model for Salt Creek post dam modification(s) based on data accumulation and weather.
- Assist Illinois EPA to complete analysis and conclusions of the West Branch QUAL 2K model (Illinois EPA TMDL output) and update to account for removal of the Warrenville Grove and McDowell Grove dams.
- At least five miles of program area river bank have been stabilized in the last three years (equating to approximately 1,000 lbs of phosphorous removed each year). Priority projects for the area include stabilizing approximately 17.5 additional miles of program area river bank (equating to approximately 3,538 lbs of phosphorus removed per year). Stream bank stabilization efforts can leverage local or other matching funding.
- Improve in-stream DO, by building pool and riffle sequences and increasing shading. The three dam modification projects completed for the area to-date have all included one or both of these additional actions. Pool and riffle construction can leverage local or other matching funding.

Appendix 4. TMDL Implementation: Chloride

Background

In October 2004, the United States Environmental Protection Agency (USEPA) approved chloride TMDLs for Salt Creek and the East and West Branches of the DuPage River. The TMDLs called for reductions in chloride loading, specifically from winter road salt application. The TMDLs for these watersheds were specifically derived to achieve compliance with the general use chloride water quality standard (WQS) of 500 mg/L adopted in 1972 by the Illinois Pollution Control Board (IPCB). The TMDL reports concluded that “[the] primary contributor to the [chloride WQS] exceedences is application of road salt for snow and ice control purposes. However, due to the sporadic nature of deicing activities, on a yearly basis the chloride mass contributed to the West Branch DuPage River watershed is larger from point sources than nonpoint sources.” (IEPA, 2004, West Branch TMDL) The conclusions regarding Salt Creek and the East Branch are the same. In the West Branch watershed, a 35% reduction for chloride applied in deicing operations is specified, in the East Branch watershed a 33% reduction is specified, and a 14% reduction is specified in the Salt Creek watershed (IEPA, 2004, East and West Branch TMDLs). To initiate TMDL implementation, the DRSCW initiated a Chloride Usage Education and Reduction Program Study in 2006. The study findings and recommendations were used to develop the TMDL implementation program described further in this section. Through this program, the DRSCW hopes to catalyze changes in deicing practices and reduce salt application while maintaining public safety.

Data Gathering and Analysis

A local deicing program base line was set in 2007 by sending a questionnaire to about 80 deicing agencies, 39 of whom responded (representing approximately 69% of the total watershed area). These agencies reported a total annual salt use of 126,000 tons. Survey responses indicated a total of 8,369 lane miles of road serviced by deicing programs throughout the watershed. Out of the villages interviewed, only two required that private snow plowing businesses have licenses. In those municipalities the permits were required for the office locations only, and did not regulate how deicing practices are performed. Additionally, eight of approximately 130 private snow removal companies in the watershed area were contacted. Private contractors tend to serve commercial, industrial and residential customers, clearing parking lots and private drives rather than roads. Each company’s typical annual salt use ranges from 7.5 to 500 tons per winter.

The total amount of chloride applied to the watersheds annually, in the form of road salt, was estimated from the questionnaire responses. The estimated load includes salt from municipalities, townships, the Illinois State Toll Highway Authority, and county transportation departments. Private snow removal companies and the Illinois Department of Transportation are not accounted for. Table 6 provides the estimated TMDL and DRSCW baselines per watershed and the TMDL target loading.

	Salt Creek	East Branch	West Branch	Total
TMDL Target, Tons of Cl-/yr	13,300	5,200	13,700	32,200
TMDL Baseline, Tons of Cl-/yr	15,500	7,800	21,100	44,400
DRSCW Baseline, Tons of Cl-/yr	32,600	16,900	21,200	70,700

Table 6. Estimated Current Chloride Loading from Road Salt in the Study Area, Compared with TMDL Road Salt Chloride Allocations. Table is for tons of chloride and does not include private snow removal companies or the Illinois Department of Transportation

Program Design and Implementation

The DRSCW carried out a literature review to identify the best management practices to reduce chloride loadings from winter deicing operations. The following target areas were identified:

- Improved Storage and Handling Practices
- Application Practices for Salt (level of service, staff training and record keeping, calibration of equipment, environmental monitoring)
- Chemical Methods – (the definitions used by Environment Canada (2003)):
 - “Anti-icing is the application of a deicer to the roadway before a frost or snowfall to prevent melted snow and ice from forming a bond with the road surface.”
 - “Pre-wetting is the addition of a liquid to solid deicers or abrasives before application to quicken melting and improve material adherence to the road surface.”

In order to improve the adoption of these best management practices, the DRSCW organized, training, technical materials and technical workshops targeting the following core areas:

- Highways staff education of NPDES goals, the impacts of chlorides on waterways, staff training on calibration of equipment, and improved salt storage and handling practices
- Watershed-wide implementation of prewetting and anti-icing programs
- Consideration of alternative non-chloride products, such as acetate deicers and beet and corn derivatives

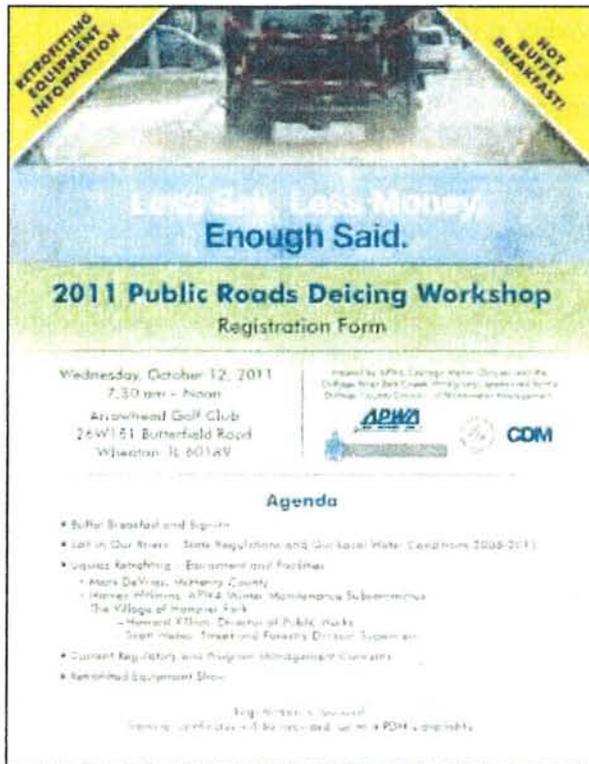


Plate 1. Flyer for the 2011 Public Roads Chloride Reduction Workshop]

As of 2012, the DRSCW has conducted eight chloride reduction workshops throughout the program area. Four of these workshops have been aimed at public roads (largely the public sector) and three have been aimed at parking lots and sidewalks (largely the private sector). Over 400 participants have attended the public roads workshops, and over 100 attended the parking lots and sidewalks workshops. In a 2010 program survey, 14 agencies confirmed that they had made improvements to their program based on local deicing program workshops. The following is a list of changes reported by agencies due to information gathered at deicing workshops:

- Cutting back salt usage by: re-calibrating salt spreaders, applying less salt per lane mile, and not salting until snow plowing has been completed;
- Obtaining and implementing new equipment for pre-wetting and anti-icing practices;
- Spreading salt in a narrow band down the center of two-lane streets to reduce scatter; and
- Using beet juice as an alternative deicing agent.

A noteworthy finding from the survey is that the private sector (e.g., contractors that provide deicing services at hotels, schools, stores), and who had been initially assumed to have minimal impact, actually apply significant amounts of salt and contribute significantly to chloride loadings. Addressing these activities will likely require different approaches and different

implementation tools. For example, DRSCW is looking at the possibility of having member municipalities adopt licensing programs or ordinances governing operations to require private companies to implement the identified BMPs, especially for storage.

Salt Application Rates and Trends

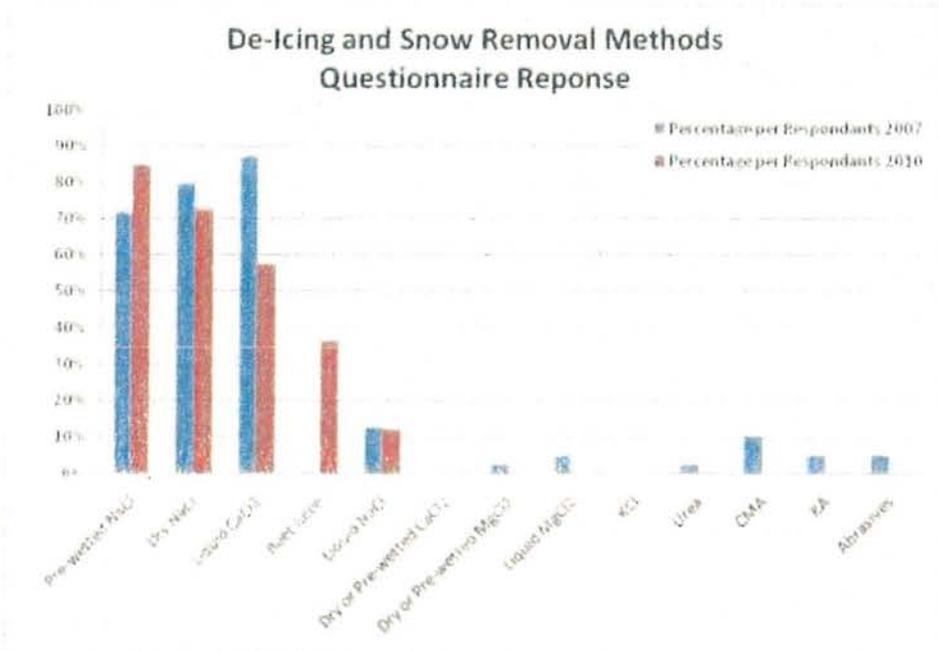


Figure 6 – Use of Deicing and Snow Removal Agents 2007 & 2010]

Many of the questions in the surveys focused on the use of alternative deicing agents, methods, and practices such as pre-wetting and anti-icing. Figure 6 illustrates the percentage of respondents that use various deicing agents as reported in the 2007 and 2010 questionnaires. Figure 6 shows an increase in the amount of agencies using pre-wetted salt (NaCl) and beet juice and a corresponding decrease in the use of dry NaCl, liquid CaCl₂, KA, abrasives, and liquid MgCl₂. Information provided in 2007 indicated that 14 agencies reported the use of anti-icing practices, while in 2010, 20 agencies reported using anti-icing practices. This has resulted in an approximate 25 percent increase in the implementation of anti-icing practices. Figure 7 shows salt application rates over the past three winter seasons provided by DuPage County DOT.

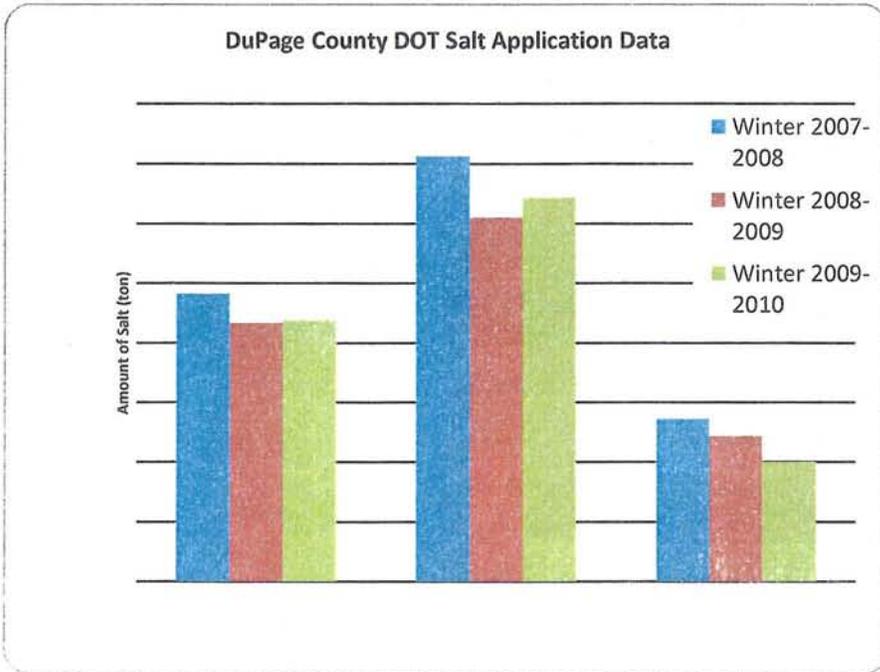


Figure 7 – DuPage County DOT Salt Application Data, 2007-2010]

Figure 7 shows that DuPage County DOT has reduced their salt usage per inch of snow consistently over each of the last three winter seasons. Salt used per call out (the number of times trucks were called out to perform deicing operations) and salt used per snow event has varied by season and weather events, as would be expected.

Snowfall in DuPage County during the 2007-08, 2008-09, and 2009-10 winter seasons was above average for the region and greater than the snowfall experienced during the 2006-07 winter season when the original survey was distributed. As would be expected, the total amount of salt used in the winter seasons was higher during seasons with more snow and less in seasons with less snow. It is important to normalize the results between winter seasons based on the severity of the winter season.

The 2010 survey asked respondents about their average salt application rate per lane mile. This information allows for more accurate tracking of a community's salt usage as it is less weather dependent than a total salt used per year. Based on data from responses to the 2010 survey, Figure 8 shows the average annual salt usage in lbs/lane mile for each watershed in the study area. Figure 9 shows the same information by placing the respondents into ranges of application rates.

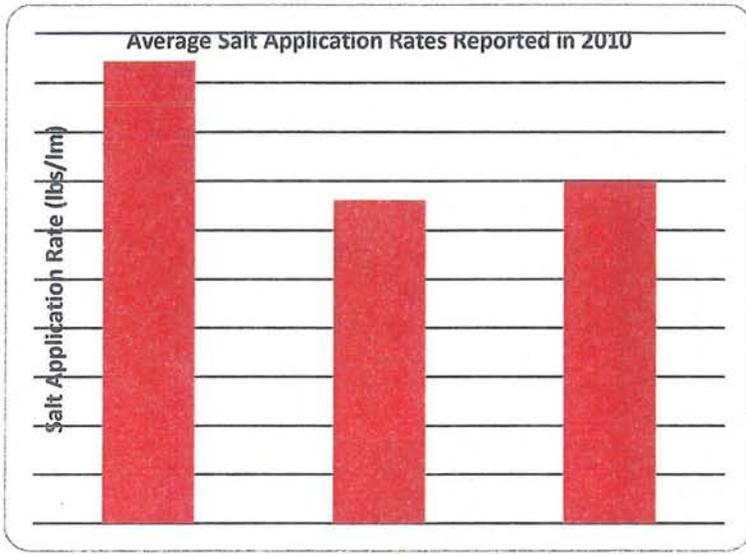


Figure 8 – Average Salt Application Rates Reported in 2010]

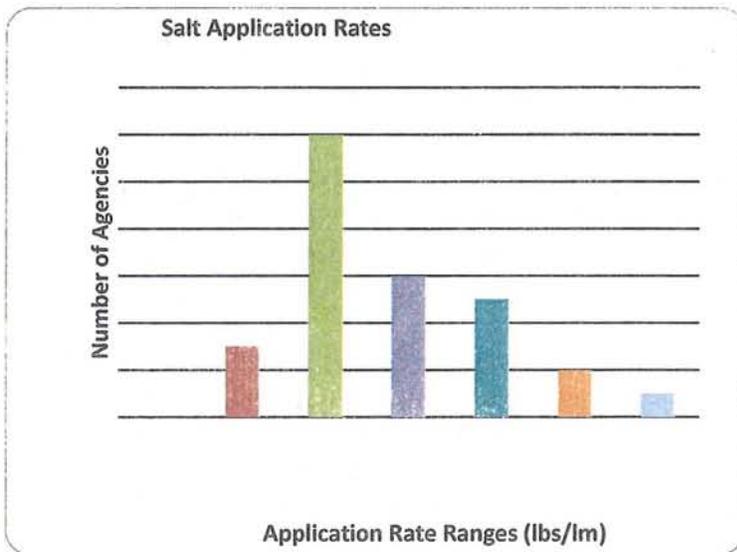


Figure 9 – Application rate ranges for surveyed municipal members]

Survey Conclusions

The purpose of the 2010 survey was to gather follow-up information to determine if alternative deicing practices are being implemented in the DuPage River and Salt Creek watersheds and any resulting effects on salt application rates. While not directly comparable, survey responses indicate that the use of alternative deicing practices has increased since 2007, and select agency data indicates a general reduction in salt application rates between 2007 and 2010. Improvements in deicing practices and lower application rates are the result of an increase in the price of road salt and improved education and information provided by local deicing program workshops.

In order to perform a more definitive trend analysis of program improvements and reductions in salt usage, additional information will need to be collected over time. Information should be collected for several more years to continue to characterize deicing program improvements and resulting reductions in salt usage occurring within the DRSCW watersheds, and indicate water quality improvements.

Project Proposal: Chlorides

Details on the projects provided below are supplied in Table 1. Monitoring and assessment under this initiative are integrated into the data gathering and analysis set out in Appendices 1 and 2. Chloride is one of the proximate stressors identified by the stressor ID methodology described in Appendix 1. DRSCW will continue with this program by executing a minimum of two workshops per year to meet the following 5-year bench marks (based on the current municipal survey group of 33 agencies):

- Increase agencies participating in survey to 43 (currently 33)
- Move all agencies application rate to < 500 lbs/lm (currently 3 higher than that)
- Increase number of agencies anti-icing to 18 communities (currently 12)
- Increase number of agencies pre-wetting (currently 33, new additions will come from new participants)
- Reduce number of agencies storing exposed salt to 0 (currently 11)
- Carry out full review of current calibration practices and improve it by 50%
- Train 30 private companies and 10 parks departments to carry out regular calibration on equipment

Elgin O'Hare Western Access Project Offset Program

The DRSCW will work collaboratively with the Illinois Tollway (the Tollway) to identify opportunities and implement measures that help reduce and offset additional chloride loading created by the Elgin O'Hare Western Access Project (EOWA) within the DRSCW's program area. It is estimated that the project will introduce approximately 1500 tons of sodium chloride into the DRSCW program area annually. The Tollway and the DRSCW will cooperate to calculate additional loadings based on agreed upon assumptions about winter storm frequency and severity.

The Offset Program will establish a framework to offset increased loadings by a ratio of 1 ton incremental increase to 1.25 offset. The offset will be realized by "Tier 1" communities, local government entities that are immediately upstream or bridging the project corridor, and the Tollway.

The Tollway will identify operational efficiencies that will result in reduced application rates. The DRSCW will review the winter operations of the Tier 1 communities for efficiencies in the following areas:

- 1) Driver training
- 2) Salt spreader calibration
- 3) Develop appropriate application rates
- 4) Pre-wet de-icer
- 5) Equipment updates
 - Speed servo controls
 - On-board pre-wet
 - Computer controls
 - Storage & Handling
- 6) Coordinate salt application during plowing
- 7) Control salt spread width
- 8) Prioritize road system
- 9) Anti-Ice

The Tollway will provide funding for Tier 1 communities to implement identified efficiencies to reduce their chloride loadings. The aggregate of the two reductions (Tollway + Tier 1 communities) will be greater than the calculated marginal increase in chloride loading created by the Elgin O'Hare Western Access Project.

Appendix 5 Polycyclic Aromatic Hydrocarbons

Early workgroup monitoring found polycyclic aromatic hydrocarbons (PAHs) in stream sediment throughout the watershed. PAHs are a known stressor impacting stream health. Recent research shows that a significant source of PAHs is the use of coal tar based sealants (RT-12). The DRSCW will educate its members on coal tar based sealants (RT-12) as a source of PAHs. The DRSCW has produced a draft Memorandum of Understanding (MOU) for members to sign. The MOU commits the Public Works Department of the signing entity to discontinue the use of coal tar based sealants (RT-12). 75% of the DRSCW agency members will execute the MOU. Copies of the executed MOUs will be transmitted to IEPA before the expiration date of the pending NPDES permits.

DUPAGE RIVER SALT CREEK WORKGROUP
M E M O

TO: All DRSCW Agency Members

FROM: Larry Cox and Stephen McCracken

DATE: February 16, 2015

RE: Updates to Proposed NPDES Permit Special Condition Language and Recommended Agency Member Dues, Agency Member Assessments and Local Project Matches to Implement DRSCW Project Funding Plan

Proposed NPDES Permit Special Condition Language

We previously prepared draft special condition language to be included in the NPDES permits of DRSCW Agency members owning a POTW within the DRSCW watersheds. This draft language has been reviewed by DRSCW members and representatives of several environmental groups, IEPA and, most recently, USEPA Region 5. We have prepared a proposed revised version of this language, in response to a version received from USEPA Region 5, which reflects comments received from DRSCW Executive Board members and from DRSCW POTW members during special meetings held on January 30 and February 13, 2015. A copy of this version of the special condition language is attached as Exhibit 1. A consensus appears to be developing around special condition language which we anticipate will be incorporated soon into the NPDES permits of DRSCW Agency members owning a POTW within the DRSCW watersheds. This special condition represents acceptance of the proposed DRSCW local funding initiative based upon the IPS tool for an eight year project assessment period, followed by a three year period to implement phosphorus reduction to a monthly average limit of 1.0 m/g at those POTWs. Upon final acceptance of the special condition language by IEPA and USEPA Region 5 later this spring, it is envisioned that the project assessments detailed in this document would begin soon thereafter, perhaps as early as this summer or fall. The January 2013 draft white paper detailing this project funding initiative entitled "DuPage River Salt Creek Workgroup Adaptive Watershed Management to Achieve the Designated Use for Aquatic Life: Proposed Local Funding Initiative" may be viewed on the DRSCW website (<http://www.drscw.org/projectID.html>).

Duration of Compliance and Assessment Schedules

The special condition and assessment schedule previously submitted by DRSCW to IEPA and USEPA Region 5 contained project assessments over a ten year period and compliance schedules of twelve years for phosphorus removal by chemical precipitation and thirteen and a half years for biological phosphorus removal. Under this prior proposal, following a ten year project assessment period, a POTW would have had two

years to design and construct chemical precipitation facilities or three and a half years to design and construct biological phosphorus removal facilities. The special condition returned to DRSCW by IEPA and USEPA Region 5 now contains compliance schedules of ten years for chemical precipitation and eleven years for biological phosphorus removal. In order to insure that a POTW does not pay a project assessment and the capital cost of phosphorus removal facilities during the same year, the proposed assessment schedule will be reduced by two years, from ten years to eight years.

Overview of Recommended DRSCW Funding Plan

DRSCW Agency members are public agencies holding an NPDES permit for a discharge from a publicly owned treatment works or from a municipal separate storm sewer system into the DRSCW watersheds. DRSCW Agency members currently fund the monitoring, assessment, administration and project identification and prioritization activities of the Workgroup through annual dues. Under the proposed DRSCW funding plan, Agency members with a POTW will contribute to project funding through a project assessment amount in addition to their inflation adjusted membership dues. The project assessments will be combined with a local match from project sponsors to fund projects prioritized by the process contained in the plan. These projects include the required projects contained in the special condition to be incorporated into the NPDES permits of DRSCW Agency members owning a POTW and, if funding allows, additional projects to be identified under the process contained in the plan. The DRSCW funding plan recommends total project assessments of \$15,738,831, local project matches of \$10,492,557 and total project funding of \$26,231,388 over the eleven year period covered by the NPDES permit special condition (eight year project assessment period), **if all DRSCW Agency members owning a POTW participated in the voluntary project assessments and all projects receive a 40% match from local project sponsors.** The proposed funding level would start at \$1.5M in the first year. This initial funding level allows DRSCW and its Agency members to work out the implementation of this new funding initiative and build local support for projects as the funding level increases through the fifth year of the program.

Estimated Cost of Alternative Stream Improvement Projects

The special condition and implementation plan previously submitted by DRSCW to IEPA and USEPA Region 5 contained a process to identify and prioritize alternative stream improvement projects based on the IPS tool and other factors, a proposed list of such projects and a proposed schedule of assessments to POTW members based on estimated phosphorus removal O&M cost savings. The specific projects to be completed and the total amount to be invested in such projects was to be determined by DRSCW members collectively based on the level of participation in the assessment process by DRSCW Agency members with a POTW and the local matches received from project sponsors. The special condition returned to DRSCW by IEPA and USEPA Region 5 now contains a compliance schedule with anticipated completion dates for a list of specific projects. The estimated costs of the projects included in the special condition are provided below:

<u>Project Name</u>	<u>Estimated Project Costs</u>
Oak Meadows dam removal and stream restoration	\$2,250,000
Fawell dam modification	687,500
Springbrook dam removal and stream restoration	1,000,000
Fullersburg Woods dam modification and stream restoration	2,500,000
Southern WBDR physical enhancement	1,000,000
Southern EBDR stream enhancement	1,500,000
QUAL 2K model update for EBDR and WBDR	200,000
NPS phosphorus feasibility analysis	150,000
Nutrient Implementation Plan (NIP) and Trading Analysis	<u>500,000</u>
Subtotal	\$9,787,500
Contingency (5%)	<u>489,400</u>
 Total Estimated Project Costs	 \$10,276,900

The estimated project cost of \$10,276,900, therefore, now becomes the minimum funding level necessary to insure compliance with the special condition language. Under the most conservative approach, which includes only project assessments and excludes any local matches, a participation level of 65% of the recommended assessments of \$15,738,831 must be achieved before any POTW would consider accepting the special condition language in their NPDES permit. As previously stated on numerous occasions, the proposed project assessments contained in this plan are not subject to a reassessment process should participation by DRSCW Agency members which own a POTW be less than 100% or should local project matches not materialize at the 40% level. While the minimum funding level is necessary to initiate the funding plan; it does not diminish the overall target funding level of \$26,231,388 over the eight year assessment period and the DRSCW will strive to achieve that target.

IGIG Grant

The DRSCW, in conjunction with DuPage County and the Forest Preserve District of DuPage County, received last fall a grant award from the State of Illinois for an IGIG grant in the amount of \$2,700,000 for the DuPage River Watershed Green Infrastructure Project. This grant project consists of the Oak Meadows dam removal and stream restoration, Fawell dam modification and Springbrook dam removal and stream restoration projects listed above. In January of this year, however, Governor Rauner announced a grant freeze, which effectively froze the DRSCW grant. While the DRSCW and its grant partners are attempting to unfreeze this grant, we cannot consider this grant amount as available to meet the minimum project funding level discussed above. If the grant should be received in a timely manner, the grant amount of \$2,700,000 would be applied to the minimum project funding level discussed above, which would reduce the minimum participation level in the recommended assessments of \$15,738,831 from 65% to 48%, or otherwise if the grant amount is different.

Implementation of the DRSCW Funding Plan

IEPA has indicated that the DRSCW special condition, upon final acceptance of the language by IEPA and USEPA Region 5, will be incorporated first into the proposed draft NPDES permit for the Downers Grove Sanitary District. Shortly thereafter, it will be incorporated into the proposed draft permits for several other DRSCW Agency members. As these agencies will need to know whether there is sufficient interest in participating in the proposed DRSCW assessment and funding plan to meet the minimum level of participation discussed above, an Agreement will be prepared for adoption by those Agency members with a POTW that desire to accept the special condition in their permit, participate in the DRSCW funding program and pay the dues and assessment for their Agency as detailed in that plan. Under the Agreement, participating DRSCW Agency members will: continue funding the DRSCW monitoring, assessment, and administration activities at inflation adjusted current levels through the payment of annual DRSCW Agency member dues; fund project implementation at the level identified here through the payment of an annual DRSCW project assessment; implement agreed upon projects; and report project implementation progress and spending via an annual progress report submitted to Illinois EPA, the first of which will be submitted on January 1, 2016. Under the Agreement, the DRSCW will administer the funding program; enter into contracts with project sponsors to design and construct the selected projects; identify, prioritize and build consensus for additional projects beyond those contained in the special condition table; prepare and submit reports as indicated in the special condition table and return any unused project assessment funds to Agency members in proportion to their assessment payments. The Agreements will not be accepted by the DRSCW until the Workgroup has received signed Agreements containing assessment payment pledges from enough DRSCW Agency members to meet the minimum funding level discussed, i.e. \$10,276,900 with no IGIG grant or an appropriate reduction in that minimum amount if the IGIG grant is timely received. The Agreement would provide that the first year's assessment amount would be due and payable within four months of the acceptance of the Agreements by the DRSCW and the assessment each following year would be due in the same manner as annual dues. The DRSCW will provide an Agreement to each Agency member with a POTW as soon as the special permit language has been accepted by IEPA and USEPA Region 5, with a request for prompt action by each Agency's governing Board.

DRSCW Assistance with Agreement Adoption

The DRSCW has previously presented the funding plan at various meetings of the DuPage Mayors and Managers Conference and the current version will be presented again in the near future, with a request for support or endorsement of the plan for those Agencies desiring to participate. In addition, DRSCW Executive Board members or staff are willing to attend the appropriate meeting of your Board to discuss this plan.

Summary

It must be clearly understood that the estimated project funding total of \$26,231,388 contained in this funding plan represents the preferred and targeted funding goal. It is based on 100% participation by all DRSCW Member agencies, which own a POTW discharging into DRSCW watersheds, through the payment of the project assessments each year. A DRSCW Agency member which elects not to participate in the DRSCW watershed implementation plan would not contribute to the proposed project funding but rather would negotiate directly with the Illinois EPA on an appropriate limit and compliance schedule for phosphorus removal in their NPDES permit. In addition, the estimated \$26,231,388 project funding level is based on the contribution of local matches of 40% of the cost of each individual project from local project sponsors, above and beyond the project funding assessments paid by DRSCW Agency members. The proposed project assessments contained in this funding plan are not subject to a reassessment process should participation by DRSCW Agency members which own a POTW be less than 100% or should local project matches not materialize at the 40% level. It is also anticipated that the estimated project funding level will vary from the annual estimates contained in this plan but that the appropriate funding target is total project funding over the eight year period and the DRSCW will strive to achieve that target.

The cost of this approach to local government entities is assessed at the level needed for successful implementation of the plan. Along with a high probability of moving towards the aquatic life thresholds, it creates an incentive for members to participate, allows local government to offset the risk of investing in an untried methodology by creating short term savings, encourages them to invest outside of their jurisdictions, and, if the program is successful, helps to validate its efficacy. The selection of projects to be funded will start with the projects prioritized by the IPS tool and then proceed to reflect other factors such as readiness to proceed, project sponsors willing to provide local match, etc. as deemed appropriate during the consensus building process of project selection at the DRSCW.

Details of Recommended DRSCW Funding Plan

The attached dues and assessments schedule contains the updated and recommended funding plan, as previously presented in our memos dated May 6, 2013 and April 4, 2014, with the proposed implementation of the funding mechanism anticipated to begin later this year. The attached document contains detailed estimates of dues and assessments for each DRSCW Agency member and calculation rates for each dues and assessment component over the entire eight year project funding program. The proposed project funding level would start at \$1,500,000 in the first year. This initial funding level allows DRSCW and its Agency members to work out the implementation of this new funding initiative and build local support for projects. The recommended funding plan increases the level of project funding gradually over the initial five year period of this program under the following assumptions:

- 1) Agency member dues would increase by 3% each year, as previously presented.
- 2) A dues component for an additional DRSCW staff position would be allocated 2/3 to Agency members with a POTW and 1/3 to Agency members without a POTW, which is the same dues allocation formula used since the formation of the Workgroup. The additional staff component has been included in the calculation of dues for FY 15-16, beginning at \$75,000 for that year and increasing by 3% per year, as previously presented.
- 3) A proposed assessment for project funding and would be allocated 100% to Agency members with a POTW and the project assessment would be in addition to annual dues, as previously presented.
- 4) Over the entire eight year period from FY 15-16 through FY 22-23, the recommended funding plan would generate total project funding of \$26,231,388, consisting of Agency member project assessments of \$15,738,831 and local project sponsors matches of \$10,492,557 (see Table 1, page 9).
- 5) The recommended funding plan would generate dues, project assessments and local matches each year as indicated below:

<u>Year</u>	<u>DRSCW Agency Member Project Assessments</u>	<u>Local Matches from Project Sponsors</u>	<u>Total Amount of Annual Project Funding</u>	<u>DRSCW Agency Member Dues</u>	<u>Total Annual DRSCW Program Funding</u>
FY 15-16	\$900,000	\$600,000	\$1,500,000	\$430,483	\$1,930,483
FY 16-17	927,001	617,999	1,545,000	443,400	1,988,400
FY 17-18	1,516,529	1,011,021	2,527,550	456,714	2,984,264
FY 18-19	1,562,028	1,041,355	2,603,383	470,409	3,073,792
FY 19-20	2,589,444	1,726,296	4,315,740	484,501	4,800,241
FY 20-21	2,667,131	1,778,087	4,445,218	499,065	4,944,283
FY 21-22	2,747,142	1,831,428	4,578,570	514,031	5,092,601
FY 22-23	2,829,556	1,886,371	4,715,927	529,447	5,245,374
Totals	\$15,738,831	\$10,492,557	\$26,231,388	\$3,828,050	\$30,059,438

The attached tables include the following information:

Current and potential DRSCW Agency members

The table contains a list of the current 37 DRSCW Agency members. In addition, there are an additional 24 public agencies holding an NPDES permit for discharges from a public separate storm sewer system into the DRSCW watersheds and these Agencies are listed as potential Agency members. All of the POTWs discharging into the DRSCW watersheds are owned by DRSCW Agency members.

Total Tributary Area and Total Tributary POTW MGD

The total tributary area for each public agency with an NPDES permit for storm water and the total tributary POTW MGD are listed. These amounts are utilized to calculate DRSCW member Agency dues and assessments.

Current FY 14-15 Dues (effective 3/1/14)

Agency member dues for FY 14-15, effective March 1, 2014, increased 3% as previously budgeted. The amount of the FY 14-15 dues and the increase from the prior year's dues are listed for each Agency. Current DRSCW Agency member dues (\$320,657) represent 94% of the total amount of dues from all eligible Agency members (\$341,112) (see Table 2, page 10).

Proposed Dues and Assessments – FY15-16 through FY 22-23

The dues, including a new staffing component, assessments for project funding, total dues and assessments and estimated O&M costs of phosphorus removal for each Agency member are provided for each year from FY 15-16 through FY 22-23, as detailed in the calculation method discussed above (see Tables 3 through 10, pages 11 through 18).

Eight Year Totals – FY 15-16 through FY 22-23

The eight year totals of dues, project funding assessments and total dues and assessments for each Agency member are provided for the entire eight year project funding period, FY 15-16 through FY 22-23 (see Table 1, page 9).

Calculation Rates

At the bottom of the table, the calculation rates are provided for each of the columns in the table. DRSCW Agency member dues and assessments are calculated as follows: (fixed component) plus (tributary acreage times rate per acre) plus (POTW MGD times rate per MGD).

Estimated Phosphorus Removal O&M Costs (\$130/MG)

The key element of the proposed funding program is no NPDES obligations for phosphorus removal at DRSCW Agency member POTWs for a period of eight years. This would both allow, and be contingent upon, DRSCW members making funds available for identified projects, as detailed in this memo. The table contains a calculation of the estimated O&M costs of phosphorus removal for Agency members with a POTW(s) as a reference for comparison for each year from FY 15-16 through FY 22-23. The estimated cost of \$130/MG for FY 14-15 is based on the high point of the range of O&M costs presented to the Workgroup on June 27, 2012 by Pavel Hajda, Symbiont, for phosphorus removal to Level 1P (1.0 – 1.5 mg/l) with chemical addition only. The source of this estimate is the USEPA Municipal Nutrient Removal Technologies Reference Document, dated September 2008. The high point of the range was selected for our purposes based upon the recommendation of Mr. Hajda, in large part because the cost data in the USEPA report is already several years old. In utilizing these cost estimates, each Agency member should keep in mind any necessary modifications to the estimated removal cost based on individual circumstances at their

POTW(s). The estimated O&M cost of phosphorus removal is inflation adjusted (3% per year) and was utilized to establish the proposed schedule of project assessments.

Cost Savings of Proposed DRSCW Program over Phosphorus Removal O&M Costs

Table 11 (see page 19) presents the total cost savings of the proposed DRSCW funding program over the estimated phosphorus removal costs across all three DRSCW watersheds. Table 12 (see pages 20 through 38) presents the cost savings of the proposed DRSCW funding program over the estimated phosphorus removal costs for each DRSCW Agency member with a POTW. As the cost to design and construct phosphorus removal facilities is essentially the same in both scenarios, just occurring at different times, these costs were not included in either scenario.

In both tables, the baseline conditions assume no DRSCW funding program and the implementation of phosphorus treatment at all POTWs in the DRSCW watersheds within three years (2018). Under baseline conditions, the watershed would spend an estimated total of \$118,933,065 on phosphorus removal over the 15 year period extending through 2029. Under the eight year DRSCW funding program, the watershed would spend \$44,413,407 on phosphorus removal and invest \$26,231,388 of total project funding, or \$15,738,831 in project assessments, on watershed projects identified by the IPS tool, for a cost savings of \$48,288,270 over the same 15 year period. These calculated cost savings obviously do not include the expected significant benefit of the proposed projects on local watersheds.

Next Actions

We propose to review this recommended funding plan and special condition language during the DRSCW special meeting with all members at the rescheduled annual meeting to be held on March 11.

DuPage River Salt Creek Workgroup				TABLE 1	
Proposed Dues and Assessments				EIGHT YEAR PROGRAM TOTALS	
Summary by Eight Year Period				FY 15-16 THROUGH FY 22-23	
February 16, 2015					
	Total			Project	
	Total	Tributary		Funding	
	Tributary	POTW	Annual	Assessment	Total
	Acreage	MGD	Dues	Amounts	Amount
Current Agency members					
Addison	6,053	8.50	\$169,297	\$852,591	\$1,021,888
Arlington Heights	895		6,949	0	6,949
Bartlett	3,765	3.68	80,756	369,122	449,878
Bensenville	1,575	4.70	84,712	471,432	556,144
Bloomington	4,413	3.45	80,714	346,051	426,765
Bolingbrook	130	5.04	82,076	505,536	587,612
Carol Stream	5,908	5.40	119,681	541,646	661,327
Clarendon Hills	446		4,466	0	4,466
Downers Grove	9,162		52,641	0	52,641
Downers Grove SD		11.00	175,203	1,103,353	1,278,556
DuPage County	46,189	12.50	454,115	1,253,810	1,707,925
Elmhurst	6,504	8.00	163,915	802,439	966,354
Glen Ellyn	4,274		25,626	0	25,626
Glenbard WW Authority		16.02	254,245	1,606,883	1,861,128
Glendale Heights	3,450	5.26	103,892	527,604	631,496
Hanover Park	4,251	2.42	63,602	242,739	306,341
Hinsdale	537		4,970	0	4,970
Hoffman Estates	3,581		21,797	0	21,797
Itasca	3,187	2.60	60,556	260,792	321,348
Lisle	4,303		25,785	0	25,785
Lombard	6,318		36,923	0	36,923
MWRDGC	16,251	42.00	753,131	4,212,805	4,965,936
Naperville	12,882		73,204	0	73,204
Northlake	1,728		11,551	0	11,551
Oakbrook Terrace	923		7,104	0	7,104
Roselle	3,385	3.40	74,249	341,037	415,286
Salt Creek SD		3.30	53,960	331,006	384,966
Schaumburg	10,532		60,217	0	60,217
Villa Park	3,039		18,799	0	18,799
Warrenville	3,571		21,739	0	21,739
West Chicago	8,199	7.64	167,617	766,328	933,945
Westmont	2,465		15,625	0	15,625
Wheaton	7,276		42,218	0	42,218
Wheaton SD		8.90	142,138	892,713	1,034,851
Winfield	1,645		11,093	0	11,093
Wood Dale	2,095	3.10	62,391	310,944	373,335
Woodridge	3,426		20,939	0	20,939
Subtotals	192,358	156.91	\$3,607,896	\$15,738,831	\$19,346,727
Potential Agency members					
Subtotals	31,136	0	\$220,154	\$0	\$220,154
Grand Totals	223,494	156.91	\$3,828,050	\$15,738,831	\$19,566,881
Proposed Project Funding					
Assessments				\$15,738,831	
Local matches				\$10,492,557	
Total Project Funding				\$26,231,388	

DuPage River Salt Creek Workgroup							TABLE 2
Proposed Dues and Assessments							
February 16, 2015							
CURRENT DUES (EFF 3/1/14)							
	Total	Total				Total	Amount
	Tributary	POTW	Fixed	Acceage	WTP	Annual	of
Agency Members	Acceage	MGD	Component	Component	Component	Dues	Increase
Current Agency members							
Addison	6,053	8.50	\$218	\$2,959	\$11,839	\$15,016	\$437
Arlington Heights	895		218	438		656	19
Bartlett	3,765	3.68	218	1,841	5,126	7,185	210
Bensenville	1,575	4.70	218	770	6,546	7,534	218
Bloomington	4,413	3.45	218	2,158	4,805	7,181	209
Bolingbrook	130	5.04	218	64	7,020	7,302	213
Carol Stream	5,908	5.40	218	2,888	7,521	10,627	308
Clarendon Hills	446		218	218		436	12
Downers Grove	9,162		218	4,479		4,697	136
Downers Grove SD		11.00	218		15,321	15,539	452
DuPage County	46,189	12.50	218	22,582	17,410	40,210	1,169
Elmhurst	6,504	8.00	218	3,180	11,142	14,540	423
Glen Ellyn	4,274		218	2,090		2,308	67
Glenbard WW Authority		16.02	218		22,313	22,531	656
Glendale Heights	3,450	5.26	218	1,687	7,326	9,231	268
Hanover Park	4,251	2.42	218	2,078	3,371	5,667	165
Hinsdale	537		218	263		481	14
Hoffman Estates	3,581		218	1,751		1,969	57
Itasca	3,187	2.60	218	1,558	3,621	5,397	156
Lisle	4,303		218	2,104		2,322	67
Lombard	6,318		218	3,089		3,307	96
MWRDGC	16,251	42.00	218	7,945	58,498	66,661	1,941
Naperville	12,882		218	6,298		6,516	189
Northlake	1,728		218	845		1,063	31
Oakbrook Terrace	923		218	451		669	19
Roselle	3,385	3.40	218	1,655	4,736	6,609	192
Salt Creek SD		3.30	218		4,596	4,814	140
Schaumburg	10,532		218	5,149		5,367	155
Villa Park	3,039		218	1,486		1,704	49
Warrenville	3,571		218	1,746		1,964	57
West Chicago	8,199	7.64	218	4,008	10,641	14,867	432
Westmont	2,465		218	1,205		1,423	41
Wheaton	7,276		218	3,557		3,775	109
Wheaton SD		8.90	218		12,396	12,614	367
Winfield	1,645		218	804		1,022	29
Wood Dale	2,095	3.10	218	1,024	4,318	5,560	162
Woodridge	3,426		218	1,675		1,893	55
Subtotals	192,358	156.91	\$8,066	\$94,045	\$218,546	\$320,657	\$9,320
Potential Agency members							
Aurora	1,031		\$218	\$504		\$722	\$21
Barrington	103		218	50		268	7
Batavia	9		218	4		222	6
Berkeley	896		218	438		656	19
Broadview	822		218	402		620	18
Brookfield	1,626		218	795		1,013	29
Darien	292		218	143		361	10
Deer Park	1		218	0		218	6
Elk Grove Village	3,192		218	1,561		1,779	52
Franklin Park	16		218	8		226	6
Hillside	1,363		218	666		884	25
Inverness	2,836		218	1,387		1,605	47
Maywood	35		218	17		235	6
Melrose Park	1,016		218	497		715	21
Oak Brook	5,319		218	2,600		2,818	81
Palatine	6,058		218	2,962		3,180	92
Rolling Meadows	3,004		218	1,469		1,687	49
St Charles	168		218	82		300	8
South Barrington	1		218	0		218	6
Stone Park	204		218	100		318	9
Streamwood	486		218	238		456	13
Wayne	179		218	88		306	9
Westchester	1,993		218	974		1,192	34
Western Springs	486		218	238		456	13
Subtotals	31,136	0	\$5,232	\$15,223	\$0	\$20,455	\$587
Grand Totals	223,494	156.91	\$13,298	\$109,268	\$218,546	\$341,112	\$9,907
Proposed Project Funding							
Assessments							
Local matches							
Total Project Funding							
Recommended rates							
Dues (per MGD)					\$1,392.81		
Dues (per acre)				\$0.4889			
Dues (fixed component)			\$218				
Annual percent increase			3%				
Add staff in FY 15-16							
New staffing (per MGD)							
New staffing (per acre)							
New projects (per MGD)							

DuPage River Salt Creek Workgroup											TABLE 3
Proposed Dues and Assessments											Estimated
February 16, 2015											Phosphorus
											Removal
											O&M Costs
											FY 15-16
PROPOSED FY 15-16 DUES (EFF 3/1/15)											Costs
	Total		Dues	Dues	Dues	New		New	Total	Amount	
	Tributary	POTW	Fixed	Acreeage	WTP	Staffing	Dues	Project	Dues and	of	\$133.90
Agency Members	Acreeage	MGD	Component	Component	Component	Component	Total	Assessment	Assessments	Increase	per MGD
Current Agency members											
Addison	6,053	8.50	\$225	\$3,048	\$12,194	\$3,571	\$19,038	\$48,754	\$67,792	\$52,776	\$415,425
Arlington Heights	895		225	451		106	782		782	126	
Bartlett	3,765	3.68	225	1,896	5,279	1,681	9,081	21,108	30,189	23,004	179,854
Bensenville	1,575	4.70	225	793	6,743	1,765	9,526	26,958	36,484	28,950	229,705
Bloomington	4,413	3.45	225	2,222	4,949	1,680	9,076	19,788	28,864	21,683	168,614
Bolingbrook	130	5.04	225	65	7,230	1,709	9,229	28,908	38,137	30,835	246,322
Carol Stream	5,908	5.40	225	2,975	7,747	2,512	13,459	30,973	44,432	33,805	263,917
Clarendon Hills	446		225	225		53	503		503	67	
Downers Grove	9,162		225	4,614		1,081	5,920		5,920	1,223	
Downers Grove SD		11.00	225		15,780	3,697	19,702	63,094	82,796	67,257	537,609
DuPage County	46,189	12.50	225	23,261	17,932	9,651	51,069	71,697	122,766	82,556	610,919
Elmhurst	6,504	8.00	225	3,275	11,477	3,456	18,433	45,886	64,319	49,779	390,988
Glen Ellyn	4,274		225	2,152		504	2,881		2,881	573	
Glenbard WW Authority		16.02	225		22,982	5,384	28,591	91,887	120,478	97,947	782,953
Glendale Heights	3,450	5.26	225	1,737	7,546	2,175	11,683	30,170	41,853	32,622	257,075
Hanover Park	4,251	2.42	225	2,141	3,472	1,315	7,153	13,881	21,034	15,367	118,274
Hinsdale	537		225	270		63	558		558	77	
Hoffman Estates	3,581		225	1,803		423	2,451		2,451	482	
Itasca	3,187	2.60	225	1,605	3,730	1,250	6,810	14,913	21,723	16,326	127,071
Lisle	4,303		225	2,167		508	2,900		2,900	578	
Lombard	6,318		225	3,182		746	4,153		4,153	846	
MWRDGC	16,251	42.00	225	8,184	60,253	16,033	84,695	240,903	325,598	258,937	2,052,687
Naperville	12,882		225	6,487		1,520	8,232		8,232	1,716	
Northlake	1,728		225	870		204	1,299		1,299	236	
Oakbrook Terrace	923		225	465		109	799		799	130	
Roselle	3,385	3.40	225	1,705	4,878	1,542	8,350	19,502	27,852	21,243	166,170
Salt Creek SD		3.30	225		4,734	1,109	6,068	18,928	24,996	20,182	161,283
Schaumburg	10,532		225	5,304		1,243	6,772		6,772	1,405	
Villa Park	3,039		225	1,530		359	2,114		2,114	410	
Warrenville	3,571		225	1,798		421	2,444		2,444	480	
West Chicago	8,199	7.64	225	4,129	10,960	3,535	18,849	43,821	62,670	47,803	373,394
Westmont	2,465		225	1,241		291	1,757		1,757	334	
Wheaton	7,276		225	3,664		859	4,748		4,748	973	
Wheaton SD		8.90	225		12,768	2,991	15,984	51,048	67,032	54,418	434,974
Winfield	1,645		225	828		194	1,247		1,247	225	
Wood Dale	2,095	3.10	225	1,055	4,447	1,289	7,016	17,781	24,797	19,237	151,508
Woodridge	3,426		225	1,725		404	2,354		2,354	461	
Subtotals	192,358	156.91	\$8,325	\$96,867	\$225,101	\$75,433	\$405,726	\$900,000	\$1,305,726	\$985,069	\$7,668,741
Potential Agency members											
Aurora	1,031		\$225	\$519		122	\$866		\$866	\$144	
Barrington	103		225	52		12	289		289	21	
Batavia	9		225	5		1	231		231	9	
Berkeley	896		225	451		106	782		782	126	
Broadview	822		225	414		97	736		736	116	
Brookfield	1,626		225	819		192	1,236		1,236	223	
Darien	292		225	147		34	406		406	45	
Deer Park	1		225	1		0	226		226	8	
Elk Grove Village	3,192		225	1,607		377	2,209		2,209	430	
Franklin Park	16		225	8		2	235		235	9	
Hillside	1,363		225	686		161	1,072		1,072	188	
Inverness	2,836		225	1,428		335	1,988		1,988	383	
Maywood	35		225	18		4	247		247	12	
Melrose Park	1,016		225	512		120	857		857	142	
Oak Brook	5,319		225	2,679		628	3,532		3,532	714	
Palatine	6,058		225	3,051		715	3,991		3,991	811	
Rolling Meadows	3,004		225	1,513		354	2,092		2,092	405	
St Charles	168		225	85		20	330		330	30	
South Barrington	1		225	1		0	226		226	8	
Stone Park	204		225	103		24	352		352	34	
Streamwood	486		225	245		57	527		527	71	
Wayne	179		225	90		21	336		336	30	
Westchester	1,993		225	1,004		235	1,464		1,464	272	
Western Springs	486		225	245		57	527		527	71	
Subtotals	31,136	0	\$5,400	\$15,683	\$0	\$3,674	\$24,757	\$0	\$24,757	\$4,302	\$0
Grand Totals	223,494	156.91	\$13,725	\$112,550	\$225,101	\$79,107	\$430,483	\$900,000	\$1,330,483	\$989,371	\$7,668,741
Proposed Project Funding											
Assessments								\$900,000			
Local matches								\$600,000			
Total Project Funding								\$1,500,000			20%
Recommended rates											
Dues (per MGD)					\$1,434.59						
Dues (per acre)				\$0.5036							
Dues (fixed component)			\$225								
Annual percent increase				3%							
Add staff in FY 15-16							24%				
New staffing (per MGD)							\$336.08				
New staffing (per acre)							\$0.1180				
New projects (per MGD)								\$5,735.78			

DuPage River Salt Creek Workgroup Proposed Dues and Assessments February 16, 2015											TABLE 4 Estimated Phosphorus Removal O&M Costs FY 16-17 Costs \$137.92 per MGD
PROPOSED FY 16-17 DUES (EFF 3/1/16)											
	Total Tributary Acreage	Total POTW MGD	Dues Fixed Component	Dues Acreage Component	Dues WTP Component	New Staffing Component	Dues Total	New Project Assessment	Total Dues and Assessments	Amount of Increase	
Current Agency members											
Addison	6,053	8.50	\$232	\$3,140	\$12,560	\$3,678	\$19,610	\$50,217	\$69,827	\$2,035	\$427,897
Arlington Heights	895		232	464		109	805		805		23
Bartlett	3,765	3.68	232	1,953	5,438	1,731	9,354	21,741	31,095	906	185,254
Bensenville	1,575	4.70	232	817	6,945	1,818	9,812	27,767	37,579	1,095	236,602
Bloomington	4,413	3.45	232	2,289	5,098	1,730	9,349	20,382	29,731	867	173,676
Bolingbrook	130	5.04	232	67	7,447	1,760	9,506	29,776	39,282	1,145	253,718
Carol Stream	5,908	5.40	232	3,064	7,979	2,587	13,862	31,902	45,764	1,332	271,840
Clarendon Hills	446		232	231		54	517		517		14
Downers Grove	9,162		232	4,752		1,113	6,097		6,097		177
Downers Grove SD		11.00	232		16,254	3,808	20,294	64,986	85,280	2,484	553,749
DuPage County	46,189	12.50	232	23,958	18,470	9,939	52,599	73,848	126,447	3,681	629,260
Elmhurst	6,504	8.00	232	3,374	11,821	3,560	18,987	47,263	66,250	1,931	402,726
Glen Ellyn	4,274		232	2,217		519	2,968		2,968		87
Glenbard WW Authority		16.02	232		23,672	5,545	29,449	94,644	124,093	3,615	806,460
Glendale Heights	3,450	5.26	232	1,790	7,772	2,240	12,034	31,075	43,109	1,256	264,793
Hanover Park	4,251	2.42	232	2,205	3,576	1,354	7,367	14,297	21,664	630	121,825
Hinsdale	537		232	279		65	576		576		18
Hoffman Estates	3,581		232	1,857		435	2,524		2,524		73
Itasca	3,187	2.60	232	1,653	3,842	1,287	7,014	15,360	22,374	651	130,886
Lisle	4,303		232	2,232		523	2,987		2,987		87
Lombard	6,318		232	3,277		768	4,277		4,277		124
MWRDGC	16,251	42.00	232	8,429	62,060	16,513	87,234	248,130	335,364	9,786	2,114,314
Naperville	12,882		232	6,682		1,565	8,479		8,479		247
Northlake	1,728		232	896		210	1,338		1,338		39
Oakbrook Terrace	923		232	479		112	823		823		24
Roselle	3,385	3.40	232	1,756	5,024	1,588	8,600	20,087	28,687	835	171,159
Salt Creek SD		3.30	232		4,876	1,142	6,250	19,496	25,746	750	166,125
Schaumburg	10,532		232	5,463		1,280	6,975		6,975		203
Villa Park	3,039		232	1,576		369	2,177		2,177		63
Warrenville	3,571		232	1,852		434	2,518		2,518		74
West Chicago	8,199	7.64	232	4,253	11,289	3,641	19,415	45,136	64,551	1,881	384,604
Westmont	2,465		232	1,279		299	1,810		1,810		53
Wheaton	7,276		232	3,774		884	4,890		4,890		142
Wheaton SD		8.90	232		13,151	3,081	16,464	52,580	69,044	2,012	448,033
Winfield	1,645		232	853		200	1,285		1,285		38
Wood Dale	2,095	3.10	232	1,087	4,581	1,328	7,228	18,314	25,542	745	156,056
Woodridge	3,426		232	1,777		416	2,425		2,425		71
Subtotals	192,358	156.91	\$8,584	\$99,775	\$231,855	\$77,685	\$417,899	\$927,001	\$1,344,900	\$39,174	\$7,898,975
Potential Agency members											
Aurora	1,031		\$232	\$535		125	\$892		\$892	\$26	
Barrington	103		232	53		13	298		298	9	
Batavia	9		232	5		1	238		238	7	
Berkeley	896		232	465		109	806		806	24	
Broadview	822		232	426		100	758		758	22	
Brookfield	1,626		232	843		198	1,273		1,273	37	
Darien	292		232	151		35	418		418	12	
Deer Park	1		232	1		0	233		233	7	
Elk Grove Village	3,192		232	1,656		388	2,276		2,276	67	
Franklin Park	16		232	8		2	242		242	7	
Hillside	1,363		232	707		166	1,105		1,105	33	
Inverness	2,836		232	1,471		345	2,048		2,048	60	
Maywood	35		232	18		4	254		254	7	
Melrose Park	1,016		232	527		123	882		882	25	
Oak Brook	5,319		232	2,759		646	3,637		3,637	105	
Palatine	6,058		232	3,142		736	4,110		4,110	119	
Rolling Meadows	3,004		232	1,558		365	2,155		2,155	63	
St Charles	168		232	87		20	339		339	9	
South Barrington	1		232	1		0	233		233	7	
Stone Park	204		232	106		25	363		363	11	
Streamwood	486		232	252		59	543		543	16	
Wayne	179		232	93		22	347		347	11	
Westchester	1,993		232	1,034		242	1,508		1,508	44	
Western Springs	486		232	252		59	543		543	16	
Subtotals	31,136	0	\$5,568	\$16,150	\$0	\$3,783	\$25,501	\$0	\$25,501	\$744	\$0
Grand Totals	223,494	156.91	\$14,152	\$115,925	\$231,855	\$81,468	\$443,400	\$927,001	\$1,370,401	\$39,918	\$7,898,975
Proposed Project Funding											
Assessments								\$927,001			
Local matches								\$617,999			
Total Project Funding								\$1,545,000			20%
Recommended rates											
Dues (per MGD)					\$1,477.63						
Dues (per acre)				\$0.5187							
Dues (fixed component)			\$232								
Annual percent increase			3%								
Add staff in FY 15-16											
New staffing (per MGD)						\$346.16					
New staffing (per acre)						\$0.1215					
New projects (per MGD)								\$5,907.85			

DuPage River Salt Creek Workgroup Proposed Dues and Assessments February 16, 2015												TABLE 5 Estimated Phosphorus Removal O&M Costs FY 17-18 Costs \$142.06 per MGD
PROPOSED FY 17-18 DUES (EFF 3/1/17)												
Agency Members	Total		Dues Fixed Component	Dues Acreage Component	Dues WTP Component	New Staffing Component	Dues Total	New Project Assessment	Total Dues and Assessments	Amount of Increase	Costs per MGD	
	Tributary Acreage	POTW MGD										
Current Agency members												
Addison	6,053	8.50	\$239	\$3,234	\$12,937	\$3,788	\$20,198	\$82,152	\$102,350	\$32,523	\$440,741	
Arlington Heights	895		239	478		112	829		829	24		
Bartlett	3,765	3.68	239	2,012	5,601	1,783	9,635	35,567	45,202	14,107	190,815	
Bensenville	1,575	4.70	239	842	7,153	1,873	10,107	45,425	55,532	17,953	243,704	
Bloomington	4,413	3.45	239	2,358	5,251	1,782	9,630	33,344	42,974	13,243	178,889	
Bolingbrook	130	5.04	239	69	7,671	1,813	9,792	48,711	58,503	19,221	261,334	
Carol Stream	5,908	5.40	239	3,157	8,219	2,664	14,279	52,191	66,470	20,706	280,000	
Clarendon Hills	446		239	238		56	533		533	16		
Downers Grove	9,162		239	4,895		1,146	6,280		6,280	183		
Downers Grove SD		11.00	239		16,742	3,922	20,903	106,315	127,218	41,938	570,371	
DuPage County	46,189	12.50	239	24,679	19,025	10,235	54,178	120,812	174,990	48,543	648,149	
Elmhurst	6,504	8.00	239	3,475	12,176	3,666	19,556	77,320	96,876	30,626	414,815	
Glen Ellyn	4,274		239	2,284		535	3,058			90		
Glenbard WW Authority		16.02	239		24,382	5,712	30,333	154,833	185,166	61,073	830,667	
Glendale Heights	3,450	5.26	239	1,843	8,006	2,307	12,395	50,838	63,233	20,124	272,741	
Hanover Park	4,251	2.42	239	2,271	3,683	1,395	7,588	23,389	30,977	9,313	125,482	
Hinsdale	537		239	287		67	593		593	17		
Hoffman Estates	3,581		239	1,913		448	2,600			76		
Itasca	3,187	2.60	239	1,703	3,957	1,326	7,225	25,129	32,354	9,980	134,815	
Lisle	4,303		239	2,299		538	3,076		3,076	89		
Lombard	6,318		239	3,376		790	4,405			128		
MWRDGC	16,251	42.00	239	8,683	63,922	17,008	89,852	405,929	495,781	160,417	2,177,780	
Naperville	12,882		239	6,883		1,612	8,734		8,734	255		
Northlake	1,728		239	923		216	1,378		1,378	40		
Oakbrook Terrace	923		239	493		115	847		847	24		
Roselle	3,385	3.40	239	1,809	5,175	1,636	8,859	32,861	41,720	13,033	176,296	
Salt Creek SD		3.30	239		5,022	1,177	6,438	31,894	38,332	12,586	171,111	
Schaumburg	10,532		239	5,627		1,318	7,184		7,184	209		
Villa Park	3,039		239	1,624		380	2,243		2,243	66		
Warrenville	3,571		239	1,908		447	2,594		2,594	76		
West Chicago	8,199	7.64	239	4,381	11,628	3,750	19,998	73,840	93,838	29,287	396,149	
Westmont	2,465		239	1,317		308	1,864		1,864	54		
Wheaton	7,276		239	3,888		910	5,037		5,037	147		
Wheaton SD		8.90	239		13,545	3,173	16,957	86,018	102,975	33,931	461,482	
Winfield	1,645		239	879		206	1,324		1,324	39		
Wood Dale	2,095	3.10	239	1,119	4,718	1,367	7,443	29,961	37,404	11,862	160,741	
Woodridge	3,426		239	1,831		429	2,499		2,499	74		
Subtotals	192,358	156.91	\$8,843	\$102,778	\$238,813	\$80,010	\$430,444	\$1,516,529	\$1,946,973	\$602,073	\$8,136,082	
Potential Agency members												
Aurora	1,031		\$239	\$551		129	\$919		\$919	\$27		
Barrington	103		239	55		13	307		307	9		
Batavia	9		239	5		1	245		245	7		
Berkeley	896		239	479		112	830		830	24		
Broadview	822		239	439		103	781		781	23		
Brookfield	1,626		239	869		203	1,311		1,311	38		
Darien	292		239	156		37	432		432	14		
Deer Park	1		239	1		0	240		240	7		
Elk Grove Village	3,192		239	1,705		399	2,343		2,343	67		
Franklin Park	16		239	9		2	250		250	8		
Hillside	1,363		239	728		171	1,138		1,138	33		
Inverness	2,836		239	1,515		355	2,109		2,109	61		
Maywood	35		239	19		4	262		262	8		
Melrose Park	1,016		239	543		127	909		909	27		
Oak Brook	5,319		239	2,842		665	3,746		3,746	109		
Palatine	6,058		239	3,237		758	4,234		4,234	124		
Rolling Meadows	3,004		239	1,605		376	2,220		2,220	65		
St Charles	168		239	90		21	350		350	11		
South Barrington	1		239	1		0	240		240	7		
Stone Park	204		239	109		26	374		374	11		
Streamwood	486		239	260		61	560		560	17		
Wayne	179		239	96		22	357		357	10		
Westchester	1,993		239	1,065		249	1,553		1,553	45		
Western Springs	486		239	260		61	560		560	17		
Subtotals	31,136	0	\$5,736	\$16,639	\$0	\$3,895	\$26,270	\$0	\$26,270	\$769	\$0	
Grand Totals	223,494	156.91	\$14,579	\$119,417	\$238,813	\$83,905	\$456,714	\$1,516,529	\$1,973,243	\$602,842	\$8,136,082	
Proposed Project Funding												
Assessments												
Local matches												
Total Project Funding												
Recommended rates												
Dues (per MGD)												
Dues (per acre)												
Dues (fixed component)												
Annual percent increase												
Add staff in FY 15-16												
New staffing (per MGD)												
New staffing (per acre)												
New projects (per MGD)												

DuPage River Salt Creek Workgroup Proposed Dues and Assessments February 16, 2015											TABLE 6 Estimated Phosphorus Removal O&M Costs FY 18-19 Costs \$146.32 per MGD
PROPOSED FY 18-19 DUES (EFF 3/1/18)											
	Total Tributary Acreage	Tributary POTW MGD	Dues Fixed Component	Dues Acreage Component	Dues WTP Component	New Staffing Component	Dues Total	New Project Assessment	Total Dues and Assessments	Amount of Increase	
Current Agency members											
Addison	6,053	8.50	\$246	\$3,331	\$13,325	\$3,902	\$20,804	\$84,617	\$105,421	\$3,071	\$453,958
Arlington Heights	895		246	493		115	854		854	25	
Bartlett	3,765	3.68	246	2,072	5,769	1,837	9,924	36,634	46,558	1,356	196,537
Bensenville	1,575	4.70	246	867	7,368	1,929	10,410	46,788	57,198	1,666	251,012
Bloomington	4,413	3.45	246	2,428	5,408	1,836	9,918	34,344	44,262	1,288	184,253
Bolingbrook	130	5.04	246	72	7,901	1,868	10,087	50,173	60,260	1,757	269,170
Carol Stream	5,908	5.40	246	3,251	8,465	2,745	14,707	53,757	68,464	1,994	288,397
Clarendon Hills	446		246	245		57	548		548	15	
Downers Grove	9,162		246	5,042		1,181	6,469		6,469	189	
Downers Grove SD		11.00	246		17,244	4,040	21,530	109,504	131,034	3,816	587,475
DuPage County	46,189	12.50	246	25,418	19,595	10,544	55,803	124,437	180,240	5,250	667,585
Elmhurst	6,504	8.00	246	3,579	12,541	3,776	20,142	79,639	99,781	2,905	427,254
Glen Ellyn	4,274		246	2,352		551	3,149		3,149	91	
Glenbard WW Authority		16.02	246		25,113	5,883	31,242	159,478	190,720	5,554	855,577
Glendale Heights	3,450	5.26	246	1,899	8,246	2,376	12,767	52,363	65,130	1,897	280,920
Hanover Park	4,251	2.42	246	2,339	3,794	1,437	7,816	24,091	31,907	930	129,244
Hinsdale	537		246	296		69	611		611	18	
Hoffman Estates	3,581		246	1,971		462	2,679		2,679	79	
Itasca	3,187	2.60	246	1,754	4,076	1,366	7,442	25,883	33,325	971	138,858
Lisle	4,303		246	2,368		555	3,169		3,169	93	
Lombard	6,318		246	3,477		814	4,537		4,537	132	
MWRDGC	16,251	42.00	246	8,943	65,840	17,519	92,548	418,107	510,655	14,874	2,243,086
Naperville	12,882		246	7,089		1,660	8,995		8,995	261	
Northlake	1,728		246	951		223	1,420		1,420	42	
Oakbrook Terrace	923		246	508		119	873		873	26	
Roselle	3,385	3.40	246	1,863	5,330	1,685	9,124	33,847	42,971	1,251	181,583
Salt Creek SD		3.30	246		5,173	1,212	6,631	32,851	39,482	1,150	176,242
Schaumburg	10,532		246	5,796		1,358	7,400		7,400	216	
Villa Park	3,039		246	1,672		392	2,310		2,310	67	
Warrenville	3,571		246	1,965		460	2,671		2,671	77	
West Chicago	8,199	7.64	246	4,512	11,977	3,863	20,598	76,056	96,654	2,816	408,028
Westmont	2,465		246	1,356		318	1,920		1,920	56	
Wheaton	7,276		246	4,004		938	5,188		5,188	151	
Wheaton SD		8.90	246		13,952	3,268	17,466	88,599	106,065	3,090	475,321
Winfield	1,645		246	905		212	1,363		1,363	39	
Wood Dale	2,095	3.10	246	1,153	4,860	1,408	7,667	30,860	38,527	1,123	165,561
Woodridge	3,426		246	1,885		442	2,573		2,573	74	
Subtotals	192,358	156.91	\$9,102	\$105,856	\$245,977	\$82,420	\$443,355	\$1,562,028	\$2,005,383	\$58,410	\$8,380,061
Potential Agency members											
Aurora	1,031		\$246	\$567		133	\$946		\$946	\$27	
Barrington	103		246	57		13	316		316	9	
Batavia	9		246	5		1	252		252	7	
Berkeley	896		246	493		115	854		854	24	
Broadview	822		246	452		106	804		804	23	
Brookfield	1,626		246	895		210	1,351		1,351	40	
Darien	292		246	161		38	445		445	13	
Deer Park	1		246	1		0	247		247	7	
Elk Grove Village	3,192		246	1,757		411	2,414		2,414	71	
Franklin Park	16		246	9		2	257		257	7	
Hillside	1,363		246	750		176	1,172		1,172	34	
Inverness	2,836		246	1,561		366	2,173		2,173	64	
Maywood	35		246	19		5	270		270	8	
Melrose Park	1,016		246	559		131	936		936	27	
Oak Brook	5,319		246	2,927		686	3,859		3,859	113	
Palatine	6,058		246	3,334		781	4,361		4,361	127	
Rolling Meadows	3,004		246	1,653		387	2,286		2,286	66	
St Charles	168		246	92		22	360		360	10	
South Barrington	1		246	1		0	247		247	7	
Stone Park	204		246	112		26	384		384	10	
Streamwood	486		246	267		63	576		576	16	
Wayne	179		246	99		23	368		368	11	
Westchester	1,993		246	1,097		257	1,600		1,600	47	
Western Springs	486		246	267		63	576		576	16	
Subtotals	31,136	0	\$5,904	\$17,135	\$0	\$4,015	\$27,054	\$0	\$27,054	\$784	\$0
Grand Totals	223,494	156.91	\$15,006	\$122,991	\$245,977	\$86,435	\$470,409	\$1,562,028	\$2,032,437	\$59,194	\$8,380,061
Proposed Project Funding											
Assessments								\$1,562,028			
Local matches								\$1,041,355			
Total Project Funding								\$2,603,383			31%
Recommended rates											
Dues (per MGD)					\$1,567.62						
Dues (per acre)				\$0.5503							
Dues (fixed component)			\$246								
Annual percent increase				3%							
Add staff in FY 15-16											
New staffing (per MGD)						\$367.24					
New staffing (per acre)						\$0.1289					
New projects (per MGD)								\$9,954.92			

DuPage River Salt Creek Workgroup											TABLE 7	
Proposed Dues and Assessments											Estimated	
February 16, 2015											Phosphorus	
											Removal	
											O&M Costs	
											FY 19-20	
											Costs	
											of	
											\$150.71	
											per MGD	
PROPOSED FY 19-20 DUES (EFF 3/1/19)												
	Total	Total	Dues	Dues	Dues	New		New	Total	Amount		
	Tributary	POTW	Fixed	Acreage	WTP	Staffing	Dues	Project	Dues and	of	Increase	
Agency Members	Acreage	MGD	Component	Component	Component	Component	Total	Assessment	Assessments			
Current Agency members												
Addison	6,053	8.50	\$253	\$3,431	\$13,725	\$4,019	\$21,428	\$140,273	\$161,701	\$56,280	\$467,578	
Arlington Heights	895		253	507		119	879		879	25		
Bartlett	3,765	3.68	253	2,134	5,942	1,892	10,221	60,730	70,951	24,393	202,434	
Bensenville	1,575	4.70	253	893	7,589	1,987	10,722	77,583	88,285	31,087	258,543	
Bloomington	4,413	3.45	253	2,501	5,571	1,891	10,216	56,934	67,150	22,888	189,782	
Bolingbrook	130	5.04	253	74	8,138	1,924	10,389	83,174	93,563	33,303	277,246	
Carol Stream	5,908	5.40	253	3,349	8,719	2,827	15,148	89,115	104,263	35,799	297,049	
Clarendon Hills	446		253	253		59	565		565	17		
Downers Grove	9,162		253	5,193		1,217	6,663		6,663	194		
Downers Grove SD		11.00	253		17,761	4,161	22,175	181,530	203,705	72,671	605,101	
DuPage County	46,189	12.50	253	26,180	20,183	10,862	57,478	206,284	263,762	83,522	687,614	
Elmhurst	6,504	8.00	253	3,686	12,917	3,890	20,746	132,022	152,768	52,987	440,073	
Glen Ellyn	4,274		253	2,423		568	3,244		3,244	95		
Glenbard WW Authority		16.02	253		25,867	6,060	32,180	264,374	296,554	105,834	881,247	
Glendale Heights	3,450	5.26	253	1,955	8,493	2,448	13,149	86,804	99,953	34,823	289,348	
Hanover Park	4,251	2.42	253	2,409	3,907	1,480	8,049	39,937	47,986	16,079	133,122	
Hinsdale	537		253	304		71	628		628	17		
Hoffman Estates	3,581		253	2,030		476	2,759		2,759	80		
Itasca	3,187	2.60	253	1,806	4,198	1,407	7,664	42,907	50,571	17,246	143,024	
Lisle	4,303		253	2,439		571	3,263		3,263	94		
Lombard	6,318		253	3,581		839	4,673		4,673	136		
MWRDGC	16,251	42.00	253	9,211	67,815	18,045	95,324	693,115	788,439	277,784	2,310,384	
Naperville	12,882		253	7,302		1,711	9,266		9,266	271		
Northlake	1,728		253	979		229	1,461		1,461	41		
Oakbrook Terrace	923		253	523		123	899		899	26		
Roselle	3,385	3.40	253	1,919	5,490	1,736	9,398	56,109	65,507	22,536	187,031	
Salt Creek SD		3.30	253		5,328	1,248	6,829	54,459	61,288	21,806	181,530	
Schaumburg	10,532		253	5,970		1,399	7,622		7,622	222		
Villa Park	3,039		253	1,723		404	2,380		2,380	70		
Warrenville	3,571		253	2,024		474	2,751		2,751	80		
West Chicago	8,199	7.64	253	4,847	12,336	3,979	21,215	126,081	147,296	50,642	420,270	
Westmont	2,465		253	1,397		327	1,977		1,977	57		
Wheaton	7,276		253	4,124		966	5,343		5,343	155		
Wheaton SD		8.90	253		14,370	3,367	17,990	146,874	164,864	58,799	489,581	
Winfield	1,645		253	932		218	1,403		1,403	40		
Wood Dale	2,095	3.10	253	1,187	5,005	1,451	7,896	51,159	59,055	20,528	170,528	
Woodridge	3,426		253	1,942		455	2,650		2,650	77		
Subtotals	192,358	156.91	\$9,361	\$109,028	\$253,354	\$84,900	\$456,643	\$2,589,444	\$3,046,087	\$1,040,704	\$8,631,486	
Potential Agency members												
Aurora	1,031		\$253	\$584		137	\$974		\$974	\$28		
Barrington	103		253	58		14	325		325	9		
Batavia	9		253	5		1	259		259	7		
Berkeley	896		253	508		119	880		880	26		
Broadview	822		253	466		109	828		828	24		
Brookfield	1,626		253	922		216	1,391		1,391	40		
Darien	292		253	166		39	458		458	13		
Deer Park	1		253	1		0	254		254	7		
Elk Grove Village	3,192		253	1,809		424	2,486		2,486	72		
Franklin Park	16		253	9		2	264		264	7		
Hillside	1,363		253	773		181	1,207		1,207	35		
Inverness	2,836		253	1,607		377	2,237		2,237	64		
Maywood	35		253	20		5	278		278	8		
Melrose Park	1,016		253	576		135	964		964	28		
Oak Brook	5,319		253	3,015		706	3,974		3,974	115		
Palatine	6,058		253	3,434		805	4,492		4,492	131		
Rolling Meadows	3,004		253	1,703		399	2,355		2,355	69		
St Charles	168		253	95		22	370		370	10		
South Barrington	1		253	1		0	254		254	7		
Stone Park	204		253	116		27	396		396	12		
Streamwood	486		253	275		65	593		593	17		
Wayne	179		253	101		24	378		378	10		
Westchester	1,993		253	1,130		265	1,648		1,648	48		
Western Springs	486		253	275		65	593		593	17		
Subtotals	31,136	0	\$6,072	\$17,649	\$0	\$4,137	\$27,858	\$0	\$27,858	\$804	\$0	
Grand Totals	223,494	156.91	\$15,433	\$126,677	\$253,354	\$89,037	\$484,501	\$2,589,444	\$3,073,945	\$1,041,508	\$8,631,486	
Proposed Project Funding												
Assessments								\$2,589,444				
Local matches								\$1,726,296				
Total Project Funding								\$4,315,740			50%	
Recommended rates												
Dues (per MGD)					\$1,614.65							
Dues (per acre)				\$0.5668								
Dues (fixed component)			\$253									
Annual percent increase			3%									
Add staff in FY 15-16												
New staffing (per MGD)						\$378.26						
New staffing (per acre)						\$0.1328						
New projects (per MGD)								\$16,502.75				

DuPage River Salt Creek Workgroup											TABLE 8	
Proposed Dues and Assessments											Estimated	
February 16, 2015											Phosphorus	
											Removal	
											O&M Costs	
											FY 20-21	
PROPOSED FY 20-21 DUES (EFF 3/1/20)												
	Total	Total	Dues	Dues	Dues	New		New	Total	Amount		
	Tributary	POTW	Fixed	Acreeage	WTP	Staffing	Dues	Project	Dues and	of	Costs	
	Acreeage	MGD	Component	Component	Component	Component	Total	Assessment	Assessments	Increase	\$155.23	
											per MGD	
Current Agency members												
Addison	6,053	8.50	\$261	\$3,534	\$14,136	\$4,140	\$22,071	\$144,482	\$166,553	\$4,852	\$481,601	
Arlington Heights	895		261	523		122	906		906	27		
Bartlett	3,765	3.68	261	2,198	6,120	1,949	10,528	62,552	73,080	2,129	208,505	
Bensenville	1,575	4.70	261	919	7,817	2,047	11,044	79,890	90,934	2,649	266,297	
Bloomington	4,413	3.45	261	2,576	5,738	1,948	10,523	58,643	69,166	2,016	195,473	
Bolingbrook	130	5.04	261	76	8,382	1,981	10,700	85,669	96,369	2,806	285,561	
Carol Stream	5,908	5.40	261	3,449	8,981	2,912	15,603	91,788	107,391	3,128	305,958	
Clarendon Hills	446		261	260		61	582		582	17		
Downers Grove	9,162		261	5,349		1,253	6,863		6,863	200		
Downers Grove SD		11.00	261		18,294	4,286	22,841	186,976	209,817	6,112	623,248	
DuPage County	46,189	12.50	261	26,965	20,789	11,189	59,204	212,473	271,677	7,915	708,237	
Elmhurst	6,504	8.00	261	3,797	13,305	4,007	21,370	135,983	157,353	4,585	453,272	
Glen Ellyn	4,274		261	2,495		585	3,341		3,341	97		
Glenbard WW Authority		16.02	261		26,643	6,242	33,146	272,305	305,451	8,897	907,676	
Glendale Heights	3,450	5.26	261	2,014	8,748	2,521	13,544	89,409	102,953	3,000	298,026	
Hanover Park	4,251	2.42	261	2,482	4,025	1,524	8,292	41,135	49,427	1,441	137,115	
Hinsdale	537		261	314		73	648		648	20		
Hoffman Estates	3,581		261	2,091		490	2,842		2,842	83		
Itasca	3,187	2.60	261	1,861	4,324	1,449	7,895	44,194	52,089	1,518	147,313	
Lisle	4,303		261	2,512		589	3,362		3,362	99		
Lombard	6,318		261	3,688		864	4,813		4,813	140		
MWRDGC	16,251	42.00	261	9,487	69,850	18,587	98,185	713,909	812,094	23,655	2,379,676	
Naperville	12,882		261	7,521		1,762	9,544		9,544	278		
Northlake	1,728		261	1,009		236	1,506		1,506	45		
Oakbrook Terrace	923		261	539		126	926		926	27		
Roselle	3,385	3.40	261	1,976	5,655	1,788	9,680	57,793	67,473	1,966	192,640	
Salt Creek SD		3.30	261		5,488	1,286	7,035	56,093	63,128	1,840	186,975	
Schaumburg	10,532		261	6,149		1,441	7,851		7,851	229		
Villa Park	3,039		261	1,774		416	2,451		2,451	71		
Warrenville	3,571		261	2,085		489	2,835		2,835	84		
West Chicago	8,199	7.64	261	4,787	12,706	4,098	21,852	129,863	151,715	4,419	432,874	
Westmont	2,465		261	1,439		337	2,037		2,037	60		
Wheaton	7,276		261	4,248		995	5,504		5,504	161		
Wheaton SD		8.90	261		14,802	3,468	18,531	151,281	169,812	4,948	504,265	
Winfield	1,645		261	960		225	1,446		1,446	43		
Wood Dale	2,095	3.10	261	1,223	5,156	1,494	8,134	52,693	60,827	1,772	175,643	
Woodridge	3,426		261	2,000		469	2,750		2,750	80		
Subtotals	192,358	156.91	\$9,657	\$112,300	\$260,959	\$87,449	\$470,365	\$2,667,131	\$3,137,496	\$91,409	\$8,890,356	
Potential Agency members												
Aurora	1,031		\$261	\$602		141	\$1,004		\$1,004	\$30		
Barrington	103		261	60		14	335		335	10		
Batavia	9		261	5		1	267		267	8		
Berkeley	896		261	523		123	907		907	27		
Broadview	822		261	480		112	853		853	25		
Brookfield	1,626		261	949		222	1,432		1,432	41		
Darien	292		261	170		40	471		471	13		
Deer Park	1		261	1		0	262		262	8		
Elk Grove Village	3,192		261	1,863		437	2,561		2,561	75		
Franklin Park	16		261	9		2	272		272	8		
Hillside	1,363		261	796		186	1,243		1,243	36		
Inverness	2,836		261	1,656		388	2,305		2,305	68		
Maywood	35		261	20		5	286		286	8		
Melrose Park	1,016		261	593		139	993		993	29		
Oak Brook	5,319		261	3,105		728	4,094		4,094	120		
Palatine	6,058		261	3,537		829	4,627		4,627	135		
Rolling Meadows	3,004		261	1,754		411	2,426		2,426	71		
St Charles	168		261	98		23	382		382	12		
South Barrington	1		261	1		0	262		262	8		
Stone Park	204		261	119		28	408		408	12		
Streamwood	486		261	284		66	611		611	18		
Wayne	179		261	105		24	390		390	12		
Westchester	1,993		261	1,164		273	1,698		1,698	50		
Western Springs	486		261	284		66	611		611	18		
Subtotals	31,136	0	\$6,264	\$18,178	\$0	\$4,258	\$28,700	\$0	\$28,700	\$842	\$0	
Grand Totals	223,494	156.91	\$15,921	\$130,478	\$260,959	\$91,707	\$499,065	\$2,667,131	\$3,166,196	\$92,251	\$8,890,356	
Proposed Project Funding												
Assessments								\$2,667,131				
Local matches								\$1,778,087				
Total Project Funding								\$4,445,218			50%	
Recommended rates												
Dues (per MGD)					\$1,663.09							
Dues (per acre)				\$0.5838								
Dues (fixed component)			\$261									
Annual percent increase			3%									
Add staff in FY 15-16												
New staffing (per MGD)						\$389.61						
New staffing (per acre)						\$0.1368						
New projects (per MGD)								\$16,997.83				

DuPage River Salt Creek Workgroup											TABLE 9	
Proposed Dues and Assessments											Estimated	
February 16, 2015											Phosphorus	
											Removal	
											O&M Costs	
											FY 21-22	
PROPOSED FY 21-22 DUES (EFF 3/1/21)												
Total											Total	
Total											Amount	
Tributary											of	
POTW											\$159.89	
Acreage											per MGD	
MGD												
Component												
Component												
Component												
Component												
New Staffing												
Dues												
Project												
Dues and												
Assessments												
Assessments												
Increase												
Agency Members												
Current Agency members												
Addison	6,053	8.50	\$269	\$3,640	\$14,560	\$4,264	\$22,733	\$148,816	\$171,549	\$4,996	\$496,059	
Arlington Heights	895		269	538		126	933		933	27		
Bartlett	3,765	3.68	269	2,264	6,304	2,007	10,844	64,429	75,273	2,193	214,764	
Bensenville	1,575	4.70	269	947	8,051	2,108	11,375	82,286	93,661	2,727	274,291	
Bloomington	4,413	3.45	269	2,654	5,910	2,006	10,839	60,402	71,241	2,075	201,341	
Bolingbrook	130	5.04	269	78	8,633	2,041	11,021	88,239	99,260	2,891	294,134	
Carol Stream	5,908	5.40	269	3,552	9,250	2,999	16,070	94,542	110,612	3,221	315,143	
Clarendon Hills	446		269	268		63	600		600	18		
Downers Grove	9,162		269	5,509		1,291	7,069		7,069	206		
Downers Grove SD		11.00	269		18,843	4,414	23,526	192,585	216,111	6,294	641,958	
DuPage County	46,189	12.50	269	27,773	21,412	11,524	60,975	218,847	279,825	8,148	729,498	
Elmhurst	6,504	8.00	269	3,911	13,704	4,127	22,011	140,062	162,073	4,720	466,879	
Glen Ellyn	4,274		269	2,570		602	3,441		3,441	100		
Glenbard WW Authority		16.02	269		27,442	6,429	34,140	280,474	314,614	9,163	934,925	
Glendale Heights	3,450	5.26	269	2,074	9,010	2,597	13,950	92,091	106,041	3,088	306,973	
Hanover Park	4,251	2.42	269	2,556	4,145	1,570	8,540	42,369	50,909	1,482	141,231	
Hinsdale	537		269	323		76	668		668	20		
Hoffman Estates	3,581		269	2,153		505	2,927		2,927	85		
Itasca	3,187	2.60	269	1,916	4,454	1,492	8,131	45,520	53,651	1,562	151,736	
Liste	4,303		269	2,587		606	3,462		3,462	100		
Lombard	6,318		269	3,799		890	4,958		4,958	145		
MWRDGC	16,251	42.00	269	9,772	71,945	19,144	101,130	735,326	836,456	24,362	2,451,114	
Naperville	12,882		269	7,746		1,815	9,830		9,830	286		
Northlake	1,728		269	1,039		243	1,551		1,551	45		
Oakbrook Terrace	923		269	555		130	954		954	28		
Roselle	3,385	3.40	269	2,035	5,824	1,841	9,969	59,526	69,495	2,022	196,423	
Salt Creek SD		3.30	269		5,653	1,324	7,246	57,776	65,022	1,894	192,588	
Schaumburg	10,532		269	6,333		1,484	8,086		8,086	235		
Villa Park	3,039		269	1,827		428	2,524		2,524	73		
Warrenville	3,571		269	2,147		503	2,919		2,919	84		
West Chicago	8,199	7.64	269	4,930	13,087	4,221	22,507	133,759	156,266	4,551	445,869	
Westmont	2,465		269	1,482		347	2,098		2,098	61		
Wheaton	7,276		269	4,375		1,025	5,669		5,669	165		
Wheaton SD		8.90	269		15,246	3,572	19,087	155,819	174,906	5,094	519,403	
Winfield	1,645		269	989		232	1,490		1,490	44		
Wood Dale	2,095	3.10	269	1,260	5,310	1,539	8,378	54,274	62,652	1,825	180,916	
Woodridge	3,426		269	2,060		483	2,812		2,812	82		
Subtotals	192,358	156.91	\$9,953	\$115,662	\$268,783	\$90,068	\$484,466	\$2,747,142	\$3,231,608	\$94,112	\$9,157,244	
Potential Agency members												
Aurora	1,031		\$269	\$620		145	\$1,034		\$1,034	\$30		
Barrington	103		269	62		15	346		346	11		
Batavia	9		269	5		1	275		275	8		
Berkeley	896		269	539		126	934		934	27		
Broadview	822		269	494		116	879		879	26		
Brookfield	1,626		269	978		229	1,476		1,476	44		
Darien	292		269	176		41	486		486	15		
Deer Park	1		269	1		0	270		270	8		
Elk Grove Village	3,192		269	1,918		450	2,638		2,638	77		
Franklin Park	16		269	10		2	281		281	9		
Hillside	1,363		269	820		192	1,281		1,281	38		
Inverness	2,836		269	1,705		400	2,374		2,374	69		
Maywood	35		269	21		5	295		295	9		
Melrose Park	1,016		269	611		143	1,023		1,023	30		
Oak Brook	5,319		269	3,198		749	4,216		4,216	122		
Palatine	6,058		269	3,643		854	4,766		4,766	139		
Rolling Meadows	3,004		269	1,806		423	2,498		2,498	72		
St Charles	168		269	101		24	394		394	12		
South Barrington	1		269	1		0	270		270	8		
Stone Park	204		269	123		29	421		421	13		
Streamwood	486		269	292		68	629		629	18		
Wayne	179		269	108		25	402		402	12		
Westchester	1,993		269	1,198		281	1,748		1,748	50		
Western Springs	486		269	292		68	629		629	18		
Subtotals	31,136	0	\$6,456	\$18,723	\$0	\$4,386	\$29,565	\$0	\$29,565	\$865	\$0	
Grand Totals	223,494	156.91	\$16,409	\$134,385	\$268,783	\$94,454	\$514,031	\$2,747,142	\$3,261,173	\$94,977	\$9,157,244	
Proposed Project Funding												
Assessments									\$2,747,142			
Local matches									\$1,831,428			
Total Project Funding									\$4,578,570		50%	
Recommended rates												
Dues (per MGD)					\$1,712.98							
Dues (per acre)				\$0.6013								
Dues (fixed component)			\$269									
Annual percent increase			3%									
Add staff in FY 15-16												
New staffing (per MGD)						\$401.30						
New staffing (per acre)						\$0.1409						
New projects (per MGD)								\$17,507.76				

DuPage River Salt Creek Workgroup Proposed Dues and Assessments February 16, 2015											TABLE 10 Estimated Phosphorus Removal O&M Costs FY 21-22 Costs \$164.69 per MGD
PROPOSED FY 22-23 DUES (EFF 3/1/22)											
	Total Tributary Acreage	Total POTW MGD	Dues Fixed Component	Dues Acreage Component	Dues WTP Component	New Staffing Component	Dues Total	New Project Assessment	Total Dues and Assessments	Amount of Increase	
Current Agency members											
Addison	6,053	8.50	\$277	\$3,749	\$14,997	\$4,392	\$23,415	\$153,280	\$176,695	\$5,146	\$510,951
Arlington Heights	895		277	554		130	961		961		28
Bartlett	3,765	3.68	277	2,332	6,493	2,067	11,169	66,361	77,530	2,257	221,212
Bensenville	1,575	4.70	277	975	8,293	2,171	11,716	84,755	96,471	2,810	282,526
Bloomington	4,413	3.45	277	2,733	6,087	2,066	11,163	62,214	73,377	2,136	207,386
Bolingbrook	130	5.04	277	81	8,892	2,102	11,352	90,886	102,238	2,978	302,964
Carol Stream	5,908	5.40	277	3,659	9,528	3,089	16,553	97,378	113,931	3,319	324,604
Clarendon Hills	446		277	276		65	618		618		18
Downers Grove	9,162		277	5,674		1,329	7,280		7,280		211
Downers Grove SD		11.00	277		19,408	4,547	24,232	198,363	222,595	6,484	661,230
DuPage County	46,189	12.50	277	28,605	22,055	11,869	62,806	225,412	288,218	8,393	751,398
Elmhurst	6,504	8.00	277	4,028	14,115	4,250	22,670	144,264	166,934	4,861	480,895
Glen Ellyn	4,274		277	2,647		620	3,544		3,544		103
Glenbard WW Authority		16.02	277		28,265	6,622	35,164	288,888	324,052	9,438	962,992
Glendale Heights	3,450	5.26	277	2,137	9,281	2,675	14,370	94,854	109,224	3,183	316,188
Hanover Park	4,251	2.42	277	2,633	4,270	1,617	8,797	43,640	52,437	1,528	145,471
Hinsdale	537		277	333		78	688		688		20
Hoffman Estates	3,581		277	2,218		520	3,015		3,015		88
Itasca	3,187	2.60	277	1,974	4,587	1,537	8,375	46,886	55,261	1,610	156,291
Lisle	4,303		277	2,665		624	3,566		3,566		104
Lombard	6,318		277	3,913		917	5,107		5,107		149
MWRDGC	16,251	42.00	277	10,064	74,104	19,718	104,163	757,386	861,549	25,093	2,524,698
Naperville	12,882		277	7,978		1,869	10,124		10,124		294
Northlake	1,728		277	1,070		251	1,596		1,596		47
Oakbrook Terrace	923		277	572		134	983		983		29
Roselle	3,385	3.40	277	2,096	5,999	1,897	10,269	61,312	71,581	2,086	204,380
Salt Creek SD		3.30	277		5,822	1,364	7,463	59,509	66,972	1,950	198,369
Schaumburg	10,532		277	6,522		1,528	8,327		8,327		241
Villa Park	3,039		277	1,882		441	2,600		2,600		76
Warrenville	3,571		277	2,212		518	3,007		3,007		88
West Chicago	8,199	7.64	277	5,078	13,480	4,348	23,183	137,772	160,955	4,689	459,255
Westmont	2,465		277	1,527		358	2,162		2,162		64
Wheaton	7,276		277	4,506		1,056	5,839		5,839		170
Wheaton SD		8.90	277		15,703	3,679	19,659	160,494	180,153	5,247	534,995
Winfield	1,645		277	1,019		239	1,535		1,535		45
Wood Dale	2,095	3.10	277	1,297	5,470	1,585	8,629	55,902	64,531	1,879	186,347
Woodridge	3,426		277	2,122		497	2,896		2,896		84
Subtotals	192,358	156.91	\$10,249	\$119,131	\$276,849	\$92,769	\$496,998	\$2,829,556	\$3,328,554	\$96,946	\$9,432,150
Potential Agency members											
Aurora	1,031		\$277	\$638		150	\$1,065		\$1,065	\$31	
Barrington	103		277	64		15	356		356	10	
Batavia	9		277	6		1	284		284	9	
Berkeley	896		277	555		130	962		962	28	
Broadview	822		277	509		119	905		905	26	
Brookfield	1,626		277	1,007		236	1,520		1,520	44	
Darien	292		277	181		42	500		500	14	
Deer Park	1		277	1		0	278		278	8	
Elk Grove Village	3,192		277	1,977		463	2,717		2,717	79	
Franklin Park	16		277	10		2	289		289	8	
Hillside	1,363		277	844		198	1,319		1,319	38	
Inverness	2,836		277	1,756		412	2,445		2,445	71	
Maywood	35		277	22		5	304		304	9	
Melrose Park	1,016		277	629		147	1,053		1,053	30	
Oak Brook	5,319		277	3,294		772	4,343		4,343	127	
Palatine	6,058		277	3,752		879	4,908		4,908	142	
Rolling Meadows	3,004		277	1,860		436	2,573		2,573	75	
St Charles	168		277	104		24	405		405	11	
South Barrington	1		277	1		0	278		278	8	
Stone Park	204		277	126		30	433		433	12	
Streamwood	486		277	301		71	649		649	20	
Wayne	179		277	111		26	414		414	12	
Westchester	1,993		277	1,234		289	1,800		1,800	52	
Western Springs	486		277	301		71	649		649	20	
Subtotals	31,136	0	\$6,648	\$19,283	\$0	\$4,518	\$30,449	\$0	\$30,449	\$884	\$0
Grand Totals	223,494	156.91	\$16,897	\$138,414	\$276,849	\$97,287	\$529,447	\$2,829,556	\$3,359,003	\$97,830	\$9,432,150
Proposed Project Funding											
Assessments								\$2,829,556			
Local matches								\$1,886,371			
Total Project Funding								\$4,715,927			50%
Recommended rates											
Dues (per MGD)					\$1,764.37						
Dues (per acre)				\$0.6193							
Dues (fixed component)			\$277								
Annual percent increase			3%								
Add staff in FY 15-16											
New staffing (per MGD)						\$413.34					
New staffing (per acre)						\$0.1451					
New projects (per MGD)								\$18,032.99			

DuPage River Salt Creek Workgroup				TABLE 11	
Cost Savings of Proposed Project Assessments over Phosphorus Removal O&M Costs					
February 16, 2015					
	Baseline - No DRSCW Program		Eight Year DRSCW Funding Program		
	O&M	Total Project	O&M	Project	Total Project
Year	Costs	Funding	Costs	Assessments	Funding
2015	\$0	\$0	\$0	\$900,000	\$1,500,000
2016	0	0	0	927,001	1,545,000
2017	0	0	0	1,516,529	2,527,550
2018	8,380,061	0	0	1,562,028	2,603,383
2019	8,631,486	0	0	2,589,444	4,315,740
2020	8,890,356	0	0	2,667,131	4,445,218
2021	9,157,244	0	0	2,747,142	4,578,570
2022	9,432,150	0	0	2,829,556	4,715,927
2023	9,715,075	0	0	0	0
2024	10,006,590	0	0	0	0
2025	10,306,696	0	0	0	0
2026	10,615,966	0	10,615,966	0	0
2027	10,934,399	0	10,934,399	0	0
2028	11,262,568	0	11,262,568	0	0
2029	11,600,474	0	11,600,474	0	0
Subtotals	\$118,933,065	\$0	\$44,413,407	\$15,738,831	\$26,231,388
Total Cost based on Project Assessments				\$60,152,238	
Cost Savings based on Project Assessments				\$58,780,827	
Total Cost based on Total Project Funding					\$70,644,795
Cost Savings based on Total Project Funding					\$48,288,270

	DuPage River Salt Creek Workgroup		TABLE 12	
	Cost Savings of Proposed Project Assessments over Phosphorus Removal O&M Costs by DRSCW Member Agency			
	February 16, 2015			
DRSCW Member:	Addison			
	Baseline - No DRSCW Program		Eight Year DRSCW Funding Program	
	O&M	Project	O&M	Project
<u>Year</u>	<u>Costs</u>	<u>Assessments</u>	<u>Costs</u>	<u>Assessments</u>
2015	\$0	\$0	\$0	\$48,754
2016	0	0	0	50,217
2017	0	0	0	82,152
2018	\$453,958	0	0	84,617
2019	467,578	0	0	140,273
2020	481,601	0	0	144,482
2021	496,059	0	0	148,816
2022	510,951	0	0	153,280
2023	526,277	0	0	0
2024	542,069	0	0	0
2025	558,326	0	0	0
2026	575,079	0	\$575,079	0
2027	592,329	0	592,329	0
2028	610,107	0	610,107	0
2029	628,411	0	628,411	0
Subtotals	\$6,442,745	\$0	\$2,405,927	\$852,591
Total Cost				\$3,258,518
Cost Savings				\$3,184,227
	Annual Dues and Assessments by Year			
				Total
	Annual	Project		Dues &
	Dues	Assessments		Assessments
FY 14-15	\$15,016	\$0		\$15,016
FY 15-16	\$19,038	\$48,754		\$67,792
FY 16-17	19,610	50,217		69,827
FY 17-18	20,198	82,152		102,350
FY 18-19	20,804	84,617		105,421
FY 19-20	21,428	140,273		161,701
FY 20-21	22,071	144,482		166,553
FY 21-22	22,733	148,816		171,549
FY 22-23	23,415	153,280		176,695
Eight Year Totals	\$169,297	\$852,591		\$1,021,888

	DuPage River Salt Creek Workgroup		TABLE 12	
	Cost Savings of Proposed Project Assessments over Phosphorus Removal O&M Costs by DRSCW Member Agency			
	February 16, 2015			
DRSCW Member:	Bloomingtondale			
	Baseline - No DRSCW Program		Eight Year DRSCW Funding Program	
	O&M	Project	O&M	Project
<u>Year</u>	<u>Costs</u>	<u>Assessments</u>	<u>Costs</u>	<u>Assessments</u>
2015	\$0	\$0	\$0	\$19,788
2016	0	0	0	20,382
2017	0	0	0	33,344
2018	\$184,253	0	0	34,344
2019	189,782	0	0	56,934
2020	195,473	0	0	58,643
2021	201,341	0	0	60,402
2022	207,386	0	0	62,214
2023	213,607	0	0	0
2024	220,016	0	0	0
2025	226,615	0	0	0
2026	233,415	0	\$233,415	0
2027	240,416	0	240,416	0
2028	247,632	0	247,632	0
2029	255,061	0	255,061	0
Subtotals	\$2,614,996	\$0	\$976,523	\$346,051
Total Cost				\$1,322,574
Cost Savings				\$1,292,422
	Annual Dues and Assessments by Year			
	Annual	Project	Total	
	<u>Dues</u>	<u>Assessments</u>	<u>Dues & Assessments</u>	
FY 14-15	\$7,181	\$0	\$7,181	
FY 15-16	\$9,076	\$19,788	\$28,864	
FY 16-17	9,349	20,382	29,731	
FY 17-18	9,630	33,344	42,974	
FY 18-19	9,918	34,344	44,262	
FY 19-20	10,216	56,934	67,150	
FY 20-21	10,523	58,643	69,166	
FY 21-22	10,839	60,402	71,241	
FY 22-23	11,163	62,214	73,377	
Eight Year Totals	\$80,714	\$346,051	\$426,765	

DuPage River Salt Creek Workgroup		TABLE 12		
Cost Savings of Proposed Project Assessments over Phosphorus Removal O&M Costs by DRSCW Member Agency				
February 16, 2015				
DRSCW Member:	Bolingbrook			
	<u>Baseline - No DRSCW Program</u>		<u>Eight Year DRSCW Funding Program</u>	
	O&M	Project	O&M	Project
<u>Year</u>	<u>Costs</u>	<u>Assessments</u>	<u>Costs</u>	<u>Assessments</u>
2015	\$0	\$0	\$0	\$28,908
2016	0	0	0	29,776
2017	0	0	0	48,711
2018	\$269,170	0	0	50,173
2019	277,246	0	0	83,174
2020	285,561	0	0	85,669
2021	294,134	0	0	88,239
2022	302,964	0	0	90,886
2023	312,051	0	0	0
2024	321,415	0	0	0
2025	331,054	0	0	0
2026	340,988	0	\$340,988	0
2027	351,216	0	351,216	0
2028	361,757	0	361,757	0
2029	372,611	0	372,611	0
Subtotals	\$3,820,169	\$0	\$1,426,573	\$505,536
Total Cost				\$1,932,109
Cost Savings				\$1,888,060
<u>Annual Dues and Assessments by Year</u>				
	Annual	Project	Total	
	<u>Dues</u>	<u>Assessments</u>	<u>Dues & Assessments</u>	
FY 14-15	\$7,302	\$0	\$7,302	
FY 15-16	\$9,229	\$28,908	\$38,137	
FY 16-17	9,506	29,776	39,282	
FY 17-18	9,792	48,711	58,503	
FY 18-19	10,087	50,173	60,260	
FY 19-20	10,389	83,174	93,563	
FY 20-21	10,700	85,669	96,369	
FY 21-22	11,021	88,239	99,260	
FY 22-23	11,352	90,886	102,238	
Eight Year Totals	\$82,076	\$505,536	\$587,612	

	DuPage River Salt Creek Workgroup		TABLE 12	
	Cost Savings of Proposed Project Assessments over Phosphorus Removal O&M Costs by DRSCW Member Agency			
	February 16, 2015			
DRSCW Member:	Downers Grove Sanitary District			
	Baseline - No DRSCW Program		Eight Year DRSCW Funding Program	
	O&M	Project	O&M	Project
<u>Year</u>	<u>Costs</u>	<u>Assessments</u>	<u>Costs</u>	<u>Assessments</u>
2015	\$0	\$0	\$0	\$63,094
2016	0	0	0	64,986
2017	0	0	0	106,315
2018	\$587,475	0	0	109,504
2019	605,101	0	0	181,530
2020	623,248	0	0	186,976
2021	641,958	0	0	192,585
2022	661,230	0	0	198,363
2023	681,064	0	0	0
2024	701,501	0	0	0
2025	722,539	0	0	0
2026	744,220	0	\$744,220	0
2027	766,544	0	766,544	0
2028	789,550	0	789,550	0
2029	813,238	0	813,238	0
Subtotals	\$8,337,669	\$0	\$3,113,552	\$1,103,353
Total Cost				\$4,216,905
Cost Savings				\$4,120,764
	Annual Dues and Assessments by Year			
				Total
	Annual	Project		Dues &
	<u>Dues</u>	<u>Assessments</u>		<u>Assessments</u>
FY 14-15	\$15,539	\$0		\$15,539
FY 15-16	\$19,702	\$63,094		\$82,796
FY 16-17	20,294	64,986		85,280
FY 17-18	20,903	106,315		127,218
FY 18-19	21,530	109,504		131,034
FY 19-20	22,175	181,530		203,705
FY 20-21	22,841	186,976		209,817
FY 21-22	23,526	192,585		216,111
FY 22-23	24,232	198,363		222,595
Eight Year Totals	\$175,203	\$1,103,353		\$1,278,556

	DuPage River Salt Creek Workgroup		TABLE 12	
	Cost Savings of Proposed Project Assessments over Phosphorus Removal O&M Costs by DRSCW Member Agency			
	February 16, 2015			
DRSCW Member:	Glenbard Wastewater Authority			
	Baseline - No DRSCW Program		Eight Year DRSCW Funding Program	
	O&M	Project	O&M	Project
<u>Year</u>	<u>Costs</u>	<u>Assessments</u>	<u>Costs</u>	<u>Assessments</u>
2015	\$0	\$0	\$0	\$91,887
2016	0	0	0	94,644
2017	0	0	0	154,833
2018	\$855,577	0	0	159,478
2019	881,247	0	0	264,374
2020	907,676	0	0	272,305
2021	934,925	0	0	280,474
2022	962,992	0	0	288,888
2023	991,877	0	0	0
2024	1,021,640	0	0	0
2025	1,052,280	0	0	0
2026	1,083,856	0	\$1,083,856	0
2027	1,116,367	0	1,116,367	0
2028	1,149,872	0	1,149,872	0
2029	1,184,371	0	1,184,371	0
Subtotals	\$12,142,679	\$0	\$4,534,464	\$1,606,883
Total Cost				\$6,141,347
Cost Savings				\$6,001,331
	Annual Dues and Assessments by Year			
			Total	
	<u>Annual Dues</u>	<u>Project Assessments</u>	<u>Dues & Assessments</u>	
FY 14-15	\$22,531	\$0	\$22,531	
FY 15-16	\$28,591	\$91,887	\$120,478	
FY 16-17	29,449	94,644	124,093	
FY 17-18	30,333	154,833	185,166	
FY 18-19	31,242	159,478	190,720	
FY 19-20	32,180	264,374	296,554	
FY 20-21	33,146	272,305	305,451	
FY 21-22	34,140	280,474	314,614	
FY 22-23	35,164	288,888	324,052	
Eight Year Totals	\$254,245	\$1,606,883	\$1,861,128	

DuPage River Salt Creek Workgroup		TABLE 12	
Cost Savings of Proposed Project Assessments over Phosphorus Removal O&M Costs by DRSCW Member Agency			
February 16, 2015			
DRSCW Member:	Hanover Park		
	Baseline - No DRSCW Program		Eight Year DRSCW Funding Program
	O&M Costs	Project Assessments	O&M Costs
			Project Assessments
<u>Year</u>	<u>Costs</u>	<u>Assessments</u>	<u>Costs</u>
			<u>Assessments</u>
2015	\$0	\$0	\$13,881
2016	0	0	14,297
2017	0	0	23,389
2018	\$129,244	0	24,091
2019	133,122	0	39,937
2020	137,115	0	41,135
2021	141,231	0	42,369
2022	145,471	0	43,640
2023	149,834	0	0
2024	154,330	0	0
2025	158,959	0	0
2026	163,728	0	\$163,728
2027	168,640	0	168,640
2028	173,701	0	173,701
2029	178,912	0	178,912
Subtotals	\$1,834,287	\$0	\$684,981
Total Cost			\$927,720
Cost Savings			\$906,567
Annual Dues and Assessments by Year			
	Annual Dues	Project Assessments	Total Dues & Assessments
FY 14-15	\$5,667	\$0	\$5,667
FY 15-16	\$7,153	\$13,881	\$21,034
FY 16-17	7,367	14,297	21,664
FY 17-18	7,588	23,389	30,977
FY 18-19	7,816	24,091	31,907
FY 19-20	8,049	39,937	47,986
FY 20-21	8,292	41,135	49,427
FY 21-22	8,540	42,369	50,909
FY 22-23	8,797	43,640	52,437
Eight Year Totals	\$63,602	\$242,739	\$306,341

DuPage River Salt Creek Workgroup		TABLE 12		
Cost Savings of Proposed Project Assessments over Phosphorus Removal O&M Costs by DRSCW Member Agency				
February 16, 2015				
DRSCW Member:	Itasca			
	Baseline - No DRSCW Program		Eight Year DRSCW Funding Program	
	O&M	Project	O&M	Project
<u>Year</u>	<u>Costs</u>	<u>Assessments</u>	<u>Costs</u>	<u>Assessments</u>
2015	\$0	\$0	\$0	\$14,913
2016	0	0	0	15,360
2017	0	0	0	25,129
2018	\$138,858	0	0	25,883
2019	143,024	0	0	42,907
2020	147,313	0	0	44,194
2021	151,736	0	0	45,520
2022	156,291	0	0	46,886
2023	160,979	0	0	0
2024	165,809	0	0	0
2025	170,782	0	0	0
2026	175,907	0	\$175,907	0
2027	181,183	0	181,183	0
2028	186,621	0	186,621	0
2029	192,220	0	192,220	0
Subtotals	\$1,970,722	\$0	\$735,931	\$260,792
Total Cost				\$996,723
Cost Savings				\$973,999
Annual Dues and Assessments by Year				
	Annual	Project	Total	
	<u>Dues</u>	<u>Assessments</u>	<u>Dues & Assessments</u>	
FY 14-15	\$5,397	\$0	\$5,397	
FY 15-16	\$6,810	\$14,913	\$21,723	
FY 16-17	7,014	15,360	22,374	
FY 17-18	7,225	25,129	32,354	
FY 18-19	7,442	25,883	33,325	
FY 19-20	7,664	42,907	50,571	
FY 20-21	7,895	44,194	52,089	
FY 21-22	8,131	45,520	53,651	
FY 22-23	8,375	46,886	55,261	
Eight Year Totals	\$60,556	\$260,792	\$321,348	

	DuPage River Salt Creek Workgroup		TABLE 12	
	Cost Savings of Proposed Project Assessments over Phosphorus Removal O&M Costs by DRSCW Member Agency			
	February 16, 2015			
DRSCW Member:	<u>MWRDGC</u>			
	<u>Baseline - No DRSCW Program</u>		<u>Eight Year DRSCW Funding Program</u>	
	O&M	Project	O&M	Project
<u>Year</u>	<u>Costs</u>	<u>Assessments</u>	<u>Costs</u>	<u>Assessments</u>
2015	\$0	\$0	\$0	\$240,903
2016	0	0	0	248,130
2017	0	0	0	405,929
2018	\$2,243,086	0	0	418,107
2019	2,310,384	0	0	693,115
2020	2,379,676	0	0	713,909
2021	2,451,114	0	0	735,326
2022	2,524,698	0	0	757,386
2023	2,600,428	0	0	0
2024	2,678,458	0	0	0
2025	2,758,787	0	0	0
2026	2,841,569	0	\$2,841,569	0
2027	2,926,804	0	2,926,804	0
2028	3,014,645	0	3,014,645	0
2029	3,105,092	0	3,105,092	0
Subtotals	\$31,834,738	\$0	\$11,888,108	\$4,212,805
Total Cost				\$16,100,913
Cost Savings				\$15,733,825
	<u>Annual Dues and Assessments by Year</u>			
	Annual	Project	Total	
	<u>Dues</u>	<u>Assessments</u>	<u>Dues & Assessments</u>	
FY 14-15	\$66,661	\$0	\$66,661	
FY 15-16	\$84,695	\$240,903	\$325,598	
FY 16-17	87,234	248,130	335,364	
FY 17-18	89,852	405,929	495,781	
FY 18-19	92,548	418,107	510,655	
FY 19-20	95,324	693,115	788,439	
FY 20-21	98,185	713,909	812,094	
FY 21-22	101,130	735,326	836,456	
FY 22-23	104,163	757,386	861,549	
Eight Year Totals	\$753,131	\$4,212,805	\$4,965,936	

DuPage River Salt Creek Workgroup		TABLE 12		
Cost Savings of Proposed Project Assessments over Phosphorus Removal O&M Costs by DRSCW Member Agency				
February 16, 2015				
DRSCW Member:	Roselle			
	Baseline - No DRSCW Program		Eight Year DRSCW Funding Program	
	O&M	Project	O&M	Project
Year	Costs	Assessments	Costs	Assessments
2015	\$0	\$0	\$0	\$19,502
2016	0	0	0	20,087
2017	0	0	0	32,861
2018	\$181,583	0	0	33,847
2019	187,031	0	0	56,109
2020	192,640	0	0	57,793
2021	198,423	0	0	59,526
2022	204,380	0	0	61,312
2023	210,511	0	0	0
2024	216,828	0	0	0
2025	223,330	0	0	0
2026	230,032	0	\$230,032	0
2027	236,932	0	236,932	0
2028	244,043	0	244,043	0
2029	251,365	0	251,365	0
Subtotals	\$2,577,098	\$0	\$962,371	\$341,037
Total Cost				\$1,303,408
Cost Savings				\$1,273,690
Annual Dues and Assessments by Year				
	Annual	Project	Total	
	Dues	Assessments	Dues & Assessments	
FY 14-15	\$6,609	\$0	\$6,609	
FY 15-16	\$8,350	\$19,502	\$27,852	
FY 16-17	8,600	20,087	28,687	
FY 17-18	8,859	32,861	41,720	
FY 18-19	9,124	33,847	42,971	
FY 19-20	9,398	56,109	65,507	
FY 20-21	9,680	57,793	67,473	
FY 21-22	9,969	59,526	69,495	
FY 22-23	10,269	61,312	71,581	
Eight Year Totals	\$74,249	\$341,037	\$415,286	

	DuPage River Salt Creek Workgroup		TABLE 12	
	Cost Savings of Proposed Project Assessments over Phosphorus Removal O&M Costs by DRSCW Member Agency			
	February 16, 2015			
DRSCW Member:	Salt Creek Sanitary District			
	Baseline - No DRSCW Program		Eight Year DRSCW Funding Program	
	O&M	Project	O&M	Project
<u>Year</u>	<u>Costs</u>	<u>Assessments</u>	<u>Costs</u>	<u>Assessments</u>
2015	\$0	\$0	\$0	\$18,928
2016	0	0	0	19,496
2017	0	0	0	31,894
2018	\$176,242	0	0	32,851
2019	181,530	0	0	54,459
2020	186,975	0	0	56,093
2021	192,588	0	0	57,776
2022	198,369	0	0	59,509
2023	204,319	0	0	0
2024	210,450	0	0	0
2025	216,762	0	0	0
2026	223,266	0	\$223,266	0
2027	229,963	0	229,963	0
2028	236,865	0	236,865	0
2029	243,971	0	243,971	0
Subtotals	\$2,501,301	\$0	\$934,066	\$331,006
Total Cost				\$1,265,072
Cost Savings				\$1,236,229
	Annual Dues and Assessments by Year			
				Total
	<u>Annual Dues</u>	<u>Project Assessments</u>		<u>Dues & Assessments</u>
FY 14-15	\$4,814	\$0		\$4,814
FY 15-16	\$6,068	\$18,928		\$24,996
FY 16-17	6,250	19,496		25,746
FY 17-18	6,438	31,894		38,332
FY 18-19	6,631	32,851		39,482
FY 19-20	6,829	54,459		61,288
FY 20-21	7,035	56,093		63,128
FY 21-22	7,246	57,776		65,022
FY 22-23	7,463	59,509		66,972
Eight Year Totals	\$53,960	\$331,006		\$384,966

DuPage River Salt Creek Workgroup		TABLE 12		
Cost Savings of Proposed Project Assessments over Phosphorus Removal O&M Costs by DRSCW Member Agency				
February 16, 2015				
DRSCW Member:	West Chicago			
	Baseline - No DRSCW Program		Eight Year DRSCW Funding Program	
	O&M	Project	O&M	Project
<u>Year</u>	<u>Costs</u>	<u>Assessments</u>	<u>Costs</u>	<u>Assessments</u>
2015	\$0	\$0	\$0	\$43,821
2016	0	0	0	45,136
2017	0	0	0	73,840
2018	\$408,028	0	0	76,056
2019	420,270	0	0	126,081
2020	432,874	0	0	129,863
2021	445,869	0	0	133,759
2022	459,255	0	0	137,772
2023	473,030	0	0	0
2024	487,224	0	0	0
2025	501,836	0	0	0
2026	516,895	0	\$516,895	0
2027	532,400	0	532,400	0
2028	548,378	0	548,378	0
2029	564,831	0	564,831	0
Subtotals	\$5,790,890	\$0	\$2,162,504	\$766,328
Total Cost				\$2,928,832
Cost Savings				\$2,862,059
Annual Dues and Assessments by Year				
	Annual	Project	Total	
	<u>Dues</u>	<u>Assessments</u>	<u>Dues & Assessments</u>	
FY 14-15	\$14,867	\$0	\$14,867	
FY 15-16	\$18,849	\$43,821	\$62,670	
FY 16-17	19,415	45,136	64,551	
FY 17-18	19,998	73,840	93,838	
FY 18-19	20,598	76,056	96,654	
FY 19-20	21,215	126,081	147,296	
FY 20-21	21,852	129,863	151,715	
FY 21-22	22,507	133,759	156,266	
FY 22-23	23,183	137,772	160,955	
Eight Year Totals	\$167,617	\$766,328	\$933,945	

	DuPage River Salt Creek Workgroup		TABLE 12	
	Cost Savings of Proposed Project Assessments over Phosphorus Removal O&M Costs by DRSCW Member Agency			
	February 16, 2015			
DRSCW Member:	Wheaton Sanitary District			
	Baseline - No DRSCW Program		Eight Year DRSCW Funding Program	
	O&M	Project	O&M	Project
<u>Year</u>	<u>Costs</u>	<u>Assessments</u>	<u>Costs</u>	<u>Assessments</u>
2015	\$0	\$0	\$0	\$51,048
2016	0	0	0	52,580
2017	0	0	0	86,018
2018	\$475,321	0	0	88,599
2019	489,581	0	0	146,874
2020	504,265	0	0	151,281
2021	519,403	0	0	155,819
2022	534,995	0	0	160,494
2023	551,043	0	0	0
2024	567,578	0	0	0
2025	584,600	0	0	0
2026	602,142	0	\$602,142	0
2027	620,204	0	620,204	0
2028	638,818	0	638,818	0
2029	657,984	0	657,984	0
Subtotals	\$6,745,933	\$0	\$2,519,147	\$892,713
Total Cost				\$3,411,860
Cost Savings				\$3,334,073
	Annual Dues and Assessments by Year			
				Total
	<u>Annual Dues</u>	<u>Project Assessments</u>		<u>Dues & Assessments</u>
FY 14-15	\$12,614	\$0		\$12,614
FY 15-16	\$15,984	\$51,048		\$67,032
FY 16-17	16,464	52,580		69,044
FY 17-18	16,957	86,018		102,975
FY 18-19	17,466	88,599		106,065
FY 19-20	17,990	146,874		164,864
FY 20-21	18,531	151,281		169,812
FY 21-22	19,087	155,819		174,906
FY 22-23	19,659	160,494		180,153
Eight Year Totals	\$142,138	\$892,713		\$1,034,851

DuPage River Salt Creek Workgroup		TABLE 12		
Cost Savings of Proposed Project Assessments over Phosphorus Removal O&M Costs by DRSCW Member Agency				
February 16, 2015				
DRSCW Member:	Wood Dale			
	Baseline - No DRSCW Program		Eight Year DRSCW Funding Program	
	O&M	Project	O&M	Project
<u>Year</u>	<u>Costs</u>	<u>Assessments</u>	<u>Costs</u>	<u>Assessments</u>
2015	\$0	\$0	\$0	\$17,781
2016	0	0	0	18,314
2017	0	0	0	29,961
2018	\$165,561	0	0	30,860
2019	170,528	0	0	51,159
2020	175,643	0	0	52,693
2021	180,916	0	0	54,274
2022	186,347	0	0	55,902
2023	191,936	0	0	0
2024	197,696	0	0	0
2025	203,625	0	0	0
2026	209,735	0	\$209,735	0
2027	216,026	0	216,026	0
2028	222,509	0	222,509	0
2029	229,185	0	229,185	0
Subtotals	\$2,349,707	\$0	\$877,456	\$310,944
Total Cost				\$1,188,400
Cost Savings				\$1,161,307
Annual Dues and Assessments by Year				
	Annual	Project	Total	
	<u>Dues</u>	<u>Assessments</u>	<u>Dues & Assessments</u>	
FY 14-15	\$5,560	\$0	\$5,560	
FY 15-16	\$7,016	\$17,781	\$24,797	
FY 16-17	7,228	18,314	25,542	
FY 17-18	7,443	29,961	37,404	
FY 18-19	7,667	30,860	38,527	
FY 19-20	7,896	51,159	59,055	
FY 20-21	8,134	52,693	60,827	
FY 21-22	8,378	54,274	62,652	
FY 22-23	8,629	55,902	64,531	
Eight Year Totals	\$62,391	\$310,944	\$373,335	



Agenda Item Executive Summary

Item Name	Cross-Connection Control Agreement	Committee or Board	Village Board
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BUDGET IMPACT

Amount:	\$12,000 Annually	Budgeted	\$12,000
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List what fund Water Operating. Service Agreements : 5000-522400

EXECUTIVE SUMMARY

The Illinois EPA requires that all municipal water supplies have a Cross-Connection Control Program in place. Cross connections are defined as actual or potential connections between a potable and non-potable water supply. Typical examples are fire suppression systems, irrigation systems, boilers, and carbonated water restaurant systems. Residents that have an irrigation system are required to follow the cross-connection control program as well. To prevent potential contamination, devices called backflow preventers are typically installed wherever a cross connection may occur. These devices must be tested annually by a certified plumber.

The EPA is requiring municipals to better enforce our existing Cross Connection Control program to ensure that all backflow devices are being tested on a regular basis. Staff has met with three companies that administer programs for municipalities. All three companies charge the same annual fee based on the number of backflow devices. Staff recommends that we contract with Aqua Backflow, Inc. to administer our Cross-Connection Control Program. They are an experienced and impartial company that specializes strictly in Municipal Cross-Connection Programs.

ATTACHMENTS (PLEASE LIST)

Memo
Agreement
Resolution

ACTION REQUESTED

For Discussion Only _____
Resolution _____
Ordinance _____

Motion: I move that the Village Board approve Resolution 2015- _____, a Resolution approving of the Cross-Connection Control Agreement between the Village of Bartlett and Aqua Backflow.

Staff:	Daniel Dinges, Public Works Director	Date:	May 11, 2015
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Memo

To: Valerie Salmons
From: Dan Dinges
cc: Tom Ruzicka
Date: May 11, 2015
Re: Cross-Connection Control Program

The Illinois EPA requires that all municipal water supplies have a Cross-Connection Control Program in place. Cross connections are defined as actual or potential connections between a potable and non-potable water supply. Typical examples are fire suppression systems, irrigation systems, boilers, and carbonated water restaurant systems. Residents that have an irrigation system are required to follow the cross-connection control program as well. Under the right conditions a water supply could become contaminated by a non-potable water source. To prevent potential contamination, devices called backflow preventers are typically installed wherever a cross connection may occur. These backflow devices must be tested and inspected annually by a certified plumber.

We have a Cross Connection Control Program in place, but the Illinois EPA wants all municipals to become more aggressive with it in terms of enforcing it, particularly regarding residential accounts that are not having their devices tested annually. They feel that some of our residential accounts with irrigation systems are not having their backflow devices tested on an annual basis which puts our public water supply in jeopardy of being contaminated. We estimate that we have approximately 1,200 devices (~650 residential) that we must monitor. We believe that the most economical way to address this is to contract with a company that specializes in running Cross Connection programs. They would start with an initial mailed survey that would be delivered to all customers to determine the exact number of backflow devices that are actually out there, and then set up and administer a tracking program to ensure that all devices are being inspected annually. Please note that the annual inspection must be performed by a licensed plumber hired by the homeowner. The fee for a typical residential irrigation system is \$100 - \$125. Residents have the option of disconnecting their irrigation system if they no longer use it to avoid having the backflow device inspected annually.

The Village's responsibility is to track all backflow devices to make sure all devices are tested annually. We have met with three companies that perform these services and recommend that we hire Aqua Backflow to run our program. They are an experienced and impartial company specializing in administering Municipal Cross Connection programs. I am familiar with Aqua Backflow from my experience with them performing these services for the City of Geneva. All three companies had an annual fee of approximately \$12,000 (The fee is based on the number of backflow devices that are being monitored annually).

RESOLUTION 2015 - _____

**A RESOLUTION APPROVING THE CROSS CONNECTION
CONTROL PROGRAM CONTRACT BETWEEN THE VILLAGE
OF BARTLETT AND AQUA BACKFLOW, 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: That the Cross Connection Control Program Contract between the Village of Bartlett and Aqua Backflow, Inc. dated as of April 7, 2015 (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved, subject to final approval by the Village Attorney.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 19, 2015

APPROVED: May 19, 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 May 19, 2015 and approved on May 19, 2015 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Aqua Backflow

CONTRACT

Cross Connection Control Program

This agreement is made this April 7, 2015 by and between, and shall be binding upon, the Village of Bartlett herein after referred to as (the "Purveyor") and Aqua Backflow, Inc, an Illinois corporation licensed throughout the U.S. (the "Contractor").

Witnesseth that in consideration of the mutual promises of the parties delineated in the Contract Documents (attached hereto and made a part hereof), and herein, the Contractor agrees to provide services and the Purveyor agrees to pay at a minimum, every 30 days for the following described items and the management of the program as set forth in the Contract Documents:

Provide labor, software/data input, software maintenance, and management services as necessary to complete cross connection control data management, backflow preventer & tester tracking, and public education for a System-Wide Cross Connection Control Program. Purveyor costs and specific program details are to be determined by the attached documents. Simply initial at the selected Option on page 2 of the proposal packet and fill in the term (years) of the contract.

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - A. Cross Connection Control Program Services proposal dated 12/29/14
2. The Purveyor agrees to pay, and the Contractor agrees to accept as full payment for the work described, which is the subject matter of this contract, in accordance with the provisions of the Local Government Prompt Payment Act or any other applicable State or Federal Regulation regarding the payment of Local Government Contractual expenses and the provisions of the Contract Documents.
3. Risk of loss, destruction, or damage of or to goods under this Contract shall be assumed by the Contractor until acceptance of the goods and services by the Purveyor. All data obtained by Aqua Backflow on behalf of or from the Purveyor remains property of the Purveyor.
4. The Contractor represents and warrants that it will comply with all applicable Federal, State, and local laws concerning prevailing wage rates regarding the services provided under this Contract and all Federal, State, and local laws concerning equal employment opportunities.

5. This Contract represents the entire understanding between the parties and supersedes any contracts, agreements or understandings (oral or written) of the parties, with respect to the subject matter hereof. In the event of any conflict between the terms and conditions set forth in this agreement and the terms and conditions set forth in any Contract Documents annexed hereto, the terms and conditions of this Contract Documents shall govern. No term of this Agreement may be amended except upon written agreement of both parties.
6. Contract will be automatically renewed until thirty (30) days written notice via registered and certified U.S. Mail is received by either party in reference to contract cancellation. Terms may be renegotiated after initial contract expiration and annually thereafter. All notices shall be in writing and shall be deemed given when received or refused, to the parties at the following addresses:

If to Contractor:

*Aqua Backflow, Inc.
977 Elizabeth Street
Elgin, IL 60120*

If to Purveyor:

*Village of Bartlett
1150 Bittersweet Drive
Bartlett, IL 60103*

7. Aqua Backflow shall receive \$1,500 from the Purveyor if the Purveyor elects to terminate this contract within the first year after implementation for any reason other than lack of performance by the contractor. This helps defray start-up costs.
8. Where the terms of this contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.
9. Purveyor acknowledges that the services provided by Contractor are intended to assist the Purveyor in implementation and management of Purveyor services. Purveyor does hereby release Contractor from any claims asserted by Purveyor or any third party on behalf of Purveyor related to any injury to property or person resulting from any backflow incidents, latent or non-visible cross connections, third party damage or the acts or omissions of third parties.

10. The failure of either party to insist upon strict compliance with any term of this Agreement in any one or more instances will not be deemed to be a waiver of its rights to insist upon such strict compliance with respect to any subsequent failure. If any term of this Agreement is declared invalid or unenforceable by a court or other body of competent jurisdiction or any arbitrator, the remaining terms of this Agreement will continue in full force and effect.
11. In any dispute resolution or suit filed between the parties in connection with this Agreement, the prevailing party will be entitled to recover its' reasonable attorney's fees and costs in such proceeding from the other party.

IN WITNESS WHEREOF, the Village of Bartlett, by Kevin Wallace,
name
title President of the Village of Bartlett, and the Contractor

have hereunto set their hands this 7th day of April, 2015.

Signed this 29th day of December, 2014.

Aqua Backflow, Inc
 An Illinois Corporation

By: 
 John Skirmont, President

Accepted this 7th day of April, 2015.
 The Village of Bartlett, Illinois

By: _____

Printed Name: Kevin Wallace
 Position/Title: Village President

ATTEST:

By: _____

Printed Name: Loma Giless
 Position/Title: Village Clerk



1200 S Pine Island Road, Plantation, FL 33324
8040 Excelsior Drive, Ste 200, Madison, WI 53717
977 Elizabeth Street, Elgin, IL 60120 (847) 742-2296 (847) 214-9696 fax

Protecting your water supply from contamination

www.AquaBackflow.com
www.TrackMyBackflow.com

December 29, 2014

Cover Letter

- Cross Connection Control Program Services -

This proposal/information packet is being provided to:

Tom Ruzicka
Water Supervisor
Public Works Department
Village of Bartlett
1150 Bittersweet Drive
Bartlett, IL 60103
Phone (630) 837-0811
E-Mail: truzicka@vbartlett.org



This proposal/information packet is being provided by:

Tom Staroske
General Manager
Aqua Backflow, Inc.
977 Elizabeth Street
Elgin, IL 60120
Phone: (866) 777-2124
Fax: (866) 777-2125
E-Mail: tom@aquabackflow.com



Respectfully Submitted by:

(signature)

The information contained within this packet may be proprietary and is true and complete to the best of my knowledge.

12/29/14

(date)

Aqua Backflow is pleased to submit our qualifications and interest in providing professional Cross Connection Control and/or FOG consulting and management services to your community. Our professional services are available to begin immediately upon award of the contract



1200 S Pine Island Road, Plantation, FL 33324
8040 Excelsior Drive, Ste 200, Madison, WI 53717

977 Elizabeth Street, Elgin, IL 60120 (847) 742-2296 (847) 214-9696 fax

Protecting your water supply from contamination

www.AquaBackflow.com

www.TrackMyBackflow.com

Tom Ruzicka
Village of Bartlett
1150 Bittersweet Drive
Bartlett, IL 60103

Dear Tom,

December 29, 2014

Thank you for the opportunity to provide you with a guide to our professional services. As you will see by the information in this packet, Aqua Backflow has a unique approach to solving a decades old paper-consuming and data entry nightmare.

Each and every tracking program is unique and is set up to the specifications or requests of the water purveyor. We can and will assist with test bids, installation bids, site surveys and/or inspections, and more. Remember too, that all forms and letters are fully customized to you.

Aqua Backflow utilizes a specialized SQL computer program specifically designed to allow us tracking and management capabilities of multiple communities with immediate and easy access to all data.

Just one interesting feature of our program is our Hazard ID tracking system. A tag is sent to each hazard location and is hung on the hazard. The online data entry website is listed on the tag as well as the water hazard and a Hazard ID #. The water purveyor or municipality name is on each tag as well. The Hazard ID number never changes...not even if the backflow preventer is replaced! A QR Code is also on the tag for easy scanning and data entry via tablet or smart phone while at the test site.

In review, Aqua Backflow truly is unique and innovative. Not only will your program be effective, eco-friendly, and low cost, it will also be easy to use for your local testers. We regularly receive testimonials from backflow testers stating that they love the simplicity of our program, love dealing with our courteous staff, and have also noted that they have seen an increase in work since we took over the program. Water purveyors love us too, as witnessed by the accolades Aqua Backflow receives from its many customers.

Your cost for this program is only \$30 per month, \$360 per year TOTAL! Utility-owned assemblies are entered by your tester at no charge. New installations are entered by our staff at no cost. Note too that you can lock in your contract pricing for up to 3 years! (We've never raised our prices!)

Thank you again for your time and consideration. Feel free to contact me if you have any questions.

Sincerely,

Tom Staroske
General Manager



Protecting your water supply from contamination

Web-Based Cross Connection Control Services

Village of Bartlett, IL

December 29, 2014

Population: 41,679 Total Water Connections: 13,300 Non-Residential Connections: 455
Total Backflow Preventers: 1,200 (est) Total Utility-Owned Backflow Preventers: 20 (est)

BASE PROGRAMS: Add this cost to all options Purveyor Annual Cost\$360.00 ea

BASE PROGRAM includes: Notifications, educational material, creation of database, software, maintenance, monthly reports to the water purveyor, and much more! Also includes: Tracking all backflow preventers, testers, testing companies, test kits & calibrations, etc. for annual certifications.

Base program is tester funded whereby testers pay \$9.95 per test submission entered online.

1-3 year contract: Initial here to accept Base Program for years

SAMPLE OPTIONS

based on the quantities shown above

OPTION #1: Utility funded - Initial here to accept this option for years

1-3 year contract includes BASE PROGRAM above

Testers pay (\$ 0.00ea) for entering 1,200 test results online..... Purveyor Annual Cost \$ 11,940.00

OPTION #2: Tester funded & revenue generator- Initial here to accept this option at \$ for years

1-3 year contract includes BASE PROGRAM above

Testers pay (\$ 19.95ea) for entering 1,200 test results online..... Purveyor Annual Cost <\$12,000.00>

Any amount can be used as a tester fee. The water purveyor selects the fees to be implemented. Amounts above our minimum cost of \$ 9.95 per test can be utilized to help cover other related costs (surveys?) and will be returned via monthly check or direct deposit to the water purveyor to use at its discretion.

Costs and revenues are estimated and are based on the quantity of tests entered each month.

Mailed Surveys: (required biennially by the IEPA) Initial here to accept: Service a) Service b) Tester Funded? YES / NO

- a) Template by us. Printed, stuffed, and mailed by you. Tracked by Aqua...[\$5,320 annually) or add \$5 per test...\$14.95 ea].... \$ 0.80 ea
b) Educational survey printed, stuffed, and mailed/tracked by Aqua.....[\$6,983 annually) or add \$7 per test...\$16.95 ea].... \$ 1.05 ea

Aqua Backflow includes free easy-access survey forms online for your water customer to complete. Most surveys are returned in this manner.

Notes:

- * Other than what is noted on this page, there are no start-up, program, registration, tester, hauler, or filing fees.
* Newly installed backflow preventers do not incur data entry fees.
* Purveyor-owned backflow preventers do not incur any data entry filing fees

Aqua Backflow recommends Base Program or Option #2 as your annual cost will never change. Realize that any utility-funded program may see an increase in costs as more backflow preventers are found and are placed into the system.

Scope of Services

Program and scope of work:

1. Track all existing as well as newly found and/or installed backflow assemblies
2. Track all testers, tester licensing, certifications, test kits and annual test kit calibrations.
3. Track the testing companies, employees, licensing, and certifications.
4. Track the quality and skill level of the testers. Verify that they are performing the tests per recommended practices.
5. Send notifications of "test due" to the customer.
6. Send notifications of "past due" to the customer
7. Send notifications of "final notice" via registered/certified mail to the customer (*only if approved by the utility as there are additional costs associated with this service...can be funded by increased test entry fee*)
8. If the water purveyor has a cross connection control inspector, we will work with him/her to gain compliance. "Installation Due" notices, follow-up notifications, and compliance are all included.
9. We will train and educate your employees and local testers about your program.
10. We will educate the public with mailers, brochures, written newspaper articles, informative websites, by answering phones with educated office employees, etc.
11. ALL letters, brochures, educational material, etc are fully customized to each water purveyor.
12. Educational brochures will be forwarded to water customers as needed. We include a brochure in our initial and 2nd year contact letters with your water customer. The Purveyor will also receive up to 300 additional brochures annually to pass out as it pleases.
13. We will receive an electronic Excel, Access, or similar database and your loose test reports from you initially listing all water connections, backflow prevention devices, contact/ mailing information etc. We immediately begin tracking of the existing backflow prevention assemblies.
14. Once testers are registered, they are issued a user name and password. Data is easily entered into our TrackMyBackflow.com website by using the Hazard ID assigned to each device or by serial number and/or address. *Each CCC hazard is given an ID tag. The tag and # stays with the hazard indefinitely!*



Scope of Services

(cont'd)

15. We encourage online data entry but will allow and accept occasional "off-line" backflow test results for those testers that do not have access to a computer or are computer illiterate. Off-line fees apply.
16. Our offices are fully staffed from 7am – 5pm Central Time daily. We can be reached via our toll-free phone number, fax, or email at any time during the business day & nights/weekends for emergencies.
17. Utility staff will also receive emergency contact information and can reach us 24 hours a day.
18. There are never any licensing costs, software upgrade fees, new release expenses, hardware costs...we are all-inclusive. GIS and GPS integration is available. Utilities have unlimited user access to all data.
19. Large utility customers such as hospitals, universities, etc can be invoiced directly through us.
20. Electronic reports will be sent to you at the start of each month. Complete electronic program results as well as a CD get sent to you annually. Reports include: Tests Due, Tests Past Due, New Assemblies Entered, Complete Database, and any other report you may desire from our database. These are generally sent in an Excel spreadsheet format or PDF and can be sent via email, Postal Service, fax, compact disc OR any combination thereof. Reports can be generated for you at any time for property, backflow preventer, or any category you may request.
21. At this point, most functions of your program will operate out of our corporate Elgin, IL offices. We are just a few minutes away from you and will hire additional professional, experienced staff in your area as the need arises.
22. Your utility will not need any special hardware, software, equipment, training, or anything to access your data online. A basic computer workstation, laptop, tablet, etc is all that's needed!
23. We have included the computer software and data entry costs of adding your database into our systems.
24. Aqua Backflow cannot be held responsible for tester mistakes, items and/or overlooked water connections during surveys, circumstances beyond our control, etc and does not accept liability or responsibility for any errors or omissions.
25. All data received on behalf of the water purveyor or directly from the water purveyor remains the property of the water purveyor. Water and backflow information is kept in the strictest confidence and is not accessible or distributed to anyone without the express written consent of the water purveyor. Upon completion of the contract, all paper and electronic files will be returned to the water purveyor.
26. Informational and/or tracking websites maintained by us:

www.AquaBackflow.com	www.BackflowCases.com	www.TrackMyBackflow.com
		www.TrackMyFOG.com

Aqua Backflow

Protecting your water supply from contamination

1200 S Pine Island Road, Plantation, FL 33324
8040 Excelsior Drive, Ste 200, Madison, WI 53717
977 Elizabeth Street, Elgin, IL 60120 (847) 742-2296 (847) 214-9696 fax

www.AquaBackflow.com
www.TrackMyBackflow.com

References (additional references are available upon request)

Village of Lombard
255 E Wilson Avenue
Lombard, IL 60148
Contact: Brian Jack
Title: Utilities Superintendent
Phone: 630-620-5740
Email: JackB@VillageofLombard.org
Quantity of Backflow Preventers: 2,200
Customer Since: 2007

Site Inspections, consultations, and online tracking

Includes Fats, Oils, and Grease (FOG) Program

FOG Devices: 224



City of Fort Lupton
130 S McKinley
Fort Lupton, CO 80621
Contact: Marco Carani
Title: Public Works Operations Manager
Phone: 303-857-6694 x129
Email: MCarani@FortLupton.org
Website: <http://www.fortlupton.org/>
CCC Link: <http://www.fortlupton.org/content/cross-connection-control-program>

Site Inspections by City Staff...online tracking



City of Cibolo
200 S. Main Street
Cibolo, TX 78108
Contact: Robert Stricker
Title: Director of Community & Development Services
Phone: 210-566-6139
Email: rstricker@cibolotx.gov
Quantity of Backflow Preventers: 2,400
Customer Since: 2013

Site Inspections by City Staff...online tracking



City of Naperville
1200 W Ogden Avenue
PO Box 3020
Naperville, IL 60563
Contact: Woody Boehnke
Title: Water Distribution Manager
Phone: 630-305-5263
Email: BoehnkeW@Naperville.il.us
Quantity of Backflow Preventers: 14,200
Customer Since: 2012

Site Inspections by City Staff...online tracking



Dept of the Air Force, Randolph AFB
902nd Contracting Squadron
395 B Street West, Ste 2
Universal City, TX 78150
Contact: Clifton Young
Title: Base Backflow & Refrigerant Manager
Phone: 386-418-6140
Email: clifton.young@us.af.mil

600 Site inspections and compliance consultations
* Complete program start-up, new software training, data input into the Department of Defense laptop, attach digital photos, create hazard and cost analysis, and more. Includes off-site locations.



Aqua Backflow

1200 S Pine Island Road, Plantation, FL 33324
8040 Excelsior Drive, Ste 200, Madison, WI 53717
977 Elizabeth Street, Elgin, IL 60120 (847) 742-2296 (847) 214-9696 fax

Protecting your water supply from contamination

www.AquaBackflow.com
www.TrackMyBackflow.com

City of St Charles
2 East Main Street
St Charles, IL 60174
Contact: John Lamb
Title: Environmental Services Manager
Phone: 630-377-4918
Email: jlamb@stcharlesil.gov
Quantity of Backflow Preventers 2,400
Customer Since: 2007

Site Inspections, mailed surveys and online tracking



Maxwell Air Force Base & Gunter Annex
400 Cannon Street; Building 1860
Maxwell AFB, AL 36112
Contact: Jeff Hensley
Title: Site Maintenance Supervisor
Phone: 334-558-5066
Email: Jeffrey.Hensley@Maxwell.af.mil
Website: <http://www.maxwell.af.mil/>
CCC Link:
Quantity of Backflow Preventers: 1,000
Customer Since: 2010

Site Inspections and compliance consultations



Village of La Grange
320 East Avenue
La Grange, IL 60525
Contact: Ryan Gillingham
Title: Director of Public Works
Phone: 708-579-2328
Email: RGillingham@VillageofLagrange.com
Website: <http://www.villageoflagrange.com/>
CCC Link: <http://www.villageoflagrange.com/index.aspx?NID=318>
Quantity of Backflow Preventers: 500
Customer Since: 2012

Site Inspections and online tracking



City of Safford
405 West Discovery Park Blvd
Safford, AZ 85546
Contact: Gale Hedges
Title: Water Division Manager
Phone: 210-566-6139
Email: ghedges@ci.safford.az.us
Website: <http://www.cityofsafford.us>

Site Inspections by City Staff...online tracking



Fort McCoy – US Army
100 East Headquarters Road
Fort McCoy, WI 54656
Contact: Michael Miller
Title: Public Works Director
Phone: 608-388-6543
Email: Michael.I.Miller1@us.army.mil
Website: <http://www.mccoy.army.mil/>
CCC Link:
Quantity of Backflow Preventers: 420
Customer Since: 2010

Site Inspections and compliance consultations



Aqua Backflow

1200 S Pine Island Road, Plantation, FL 33324
8040 Excelsior Drive, Ste 200, Madison, WI 53717
977 Elizabeth Street, Elgin, IL 60120 (847) 742-2296 (847) 214-9696 fax

Protecting your water supply from contamination

www.AquaBackflow.com
www.TrackMyBackflow.com

Alabaster Water Board
213 1st Street North
Alabaster, AL 35007
Contact: Kenyatta Dunnigan
Phone: 205-663-6155
Email: KDunnigan@AlabasterWater.com
Quantity of Backflow Preventers: 800
Customer Since: 2011

Site Inspections by Water Board Staff...online tracking



Village of Park Ridge
505 Butler Place
Park Ridge, IL 60068
Contact: Don Mann
Title: Public Works Dept
Phone: 708-318-5200
Email: dmann@parkridge.us
Quantity of Backflow Preventers: 1,200
Customer Since: 2013

Mailed surveys and online tracking



City of Brookfield
19700 Riverview Drive
Brookfield, WI 53005
Contact: Mark Simon
Title: Water Utility Superintendent
Phone: 262-796-6717
Email: Simon@ci.Brookfield.wi.us
Website: <http://www.ci.brookfield.wi.us/>
CCC Link: <http://www.codepublishing.com/wi/brookfield/> (Section 13.12.030)

Site Inspections, staff training and off-line tracking



City of Princeton
2 S Main Street
Princeton, IL 61356
Contact: Mike Eggers, Sr.
Title: Water Superintendent
Phone: 815-879-8066
Email: Mike.Eggers@Princeton-IL.com
Quantity of Backflow Preventers: 150
Customer Since: 2008

Site Inspections, mailed surveys and online tracking



City of Evansville
Water & Sewer Utilities
1931 Allens Lane
Evansville, IN 47720
Contact: Michael Duckworth
Phone: 812-421-2120 x2204
Email: mduckworth@ewsu.com
Website: www.vanderburghgov.org/index.aspx?page=60
CCC Link: www.evansvillegov.org/index.aspx?recordid=1771&page=9

Site Inspections by City Staff...online tracking

Includes Fats, Oils, and Grease (FOG) Program



Partial list of new 2014 customers:

Glencoe, IL
Glen Ellyn, IL
Safford, AZ
Westchester, IL
Breckenridge, CO

Rockett Special Utility District, TX
Winston Salem, NC
Barrington, IL
Weston, FL
Wooster, OH



Some professionals available for your project...

Jack Skirmont – Inspector/Tester/Consultant (*President*)

- Colorado State University (CSU) - Bachelor of Science & Construction Management.
- Licensed Plumber for over 16 years. Grew up in a family plumbing business.
- Cross Connection Control Device Inspector (CCCDI) for over 11 years.
- President of Skirmont Mechanical which was founded in 1962.
- Took over Skirmont Mechanical in 1996 as president. President of Aqua Backflow since 2005.
- Certified in cross connection control testing, certifications, & installations; University of Florida TREEO Center certified for site surveys & inspections, cross connection control ordinance & organization, and program management. Has been consulting on plumbing systems and been performing site inspections for decades.



Tom Staroske – Inspector/Tester/Consultant (*General Manager*) will be overseeing your program!

- Licensed plumber for over 30 years. Cross Connection Control Device Inspector (CCCDI) for over 22 years.
- Managed office and field personnel in backflow inspections, installations, and repairs for well over 20 years.
- Manager for successful mechanical contractor's backflow prevention program as well as General Manager of Aqua Backflow.
- Helped design and implement new Cross Connection Control (CCC) programs and software. Currently oversee databases of cross connection control programs with well over 500,000 water connections containing tens of thousands of backflow prevention assemblies and devices.
- University of Wisconsin – School of Engineering -- Cross Connection Control Surveying.
- Illinois Environmental Protection Agency (IEPA) Cross Connection Control tester, installer and tech.
- University of Southern California (USC) Foundation for Cross Connection Control and Hydraulic research.
- University of Florida - TREEO Center - Cross Connection Control Survey & Inspection; Cross Connection Control Ordinance & Organization; Cross Connection Control Management.
- Sub-chairman in Illinois Section AWWA Backflow Committee. Chairman of the "blog" backflow Q & A division.
- Texas Commission on Environmental Quality (TCEQ) licensed Customer Service Inspector (CSI) and Backflow Prevention Assembly Tester (BPAT)



Leslie Craig – Information Technologies, Data Management (*Office Manager*).....will be managing your data!

- Worked in a local municipality under the finance director for over 5 years.
- US Navy diesel mechanic...very experienced and knowledgeable with "hands-on" mechanical operations.
- Has held administrative positions in which her responsibilities were to several senior managers
- Oversees all office operations and also assists water purveyors by providing any requested information or reports



Joyce Anderson - Data input, mailings, letters, compliance, phones (*Customer Service Manager*)

- Inputs and regularly updates tester license information and testing equipment.
- Has been office manager and in charge of customer service and dispatch for several mechanical contractors
- Assists our water purveyors, the customers of our purveyors, and licensed plumbers/testers with any questions



Diane Sirotzke – Data Input, customer service, etc. (*Administrative Assistant*)

- Has held administrative positions in which her responsibilities were to several senior managers.
- Works with our site inspectors to gain customer compliance
- Assists with water customer compliance inquiries



Pam Swan- Bookkeeper (*Executive Secretary to the President*)

- Has over 12 years experience of involvement in backflow prevention tracking and related programs.
- Has held numerous office managerial and dispatch positions with several mechanical firms.



Richard Kontny – Inspector/Tester/Consultant

- Master Plumber for over 38 years. Licenses held in numerous states
- University of Wisconsin – School of Engineering – Cross Connection Control Surveying
- HVAC & Boiler Technician for over 30 years and certified by numerous manufacturers.
- Consults and inspects numerous plumbing, heating, and cross connection control situations



Dale Vogel - Inspector/Tester

- Licensed plumber for over 23 years.
- Licensed for backflow prevention inspectors, installations, and repairs (CCCDI) for over 14 years.



Edgar Villa – Inspector

- Licensed plumber apprentice.
- HVAC & Boiler Technician for over 10 years
- University of Florida TREEO Center: Cross Connection Control Survey & Inspection; Cross Connection Control Management.



Floyd York, Jr. – Inspector/Tester/Consultant

- Over 20 Years experience as a plumber- Master Plumber's License.
- Licensed plumbing contractor in the State of Florida.
- Owned and operated a successful plumbing and cross connection control business until He joined us
- University of Florida TREEO Center: Cross Connection Control Survey & Inspection; Cross Connection Control Management.



Manfred (Fred) Staroske – Inspector/Tester/Consultant

- HVAC & Boiler Technician for over 30 years and certified by numerous manufacturers.
- Ran a successful plumbing company for well over 20 years
- Certified as a State of Illinois Plumbing Inspector for over 19 years
- Provides training to Plumbers & Plumbing Inspectors for them to become certified.

