

VILLAGE OF BARTLETT
BOARD AGENDA
APRIL 3, 2018
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: Public Hearing, Board, Committee Minutes-March 20, 2018; Committee Minutes-Budget Review-March 14, 2018
- *7. BILL LIST: April 3, 2018
8. TREASURER'S REPORT: None
9. PRESIDENT'S REPORT: None
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES
11. TOWN HALL: (Note: Three (3) minute time limit per person)
12. STANDING COMMITTEE REPORTS:

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

1. None

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

- *1. Bartlett Police Special Display Permit for McGruff the Crime Dog Inflatable Balloon for National Night Out

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

1. A Resolution Adopting the Village of Bartlett Budget for Fiscal Year 2018/19
2. Ordinance Repealing Title 14, Chapter 1, of the Bartlett Municipal Code to Repeal and Eliminate the Municipal Natural Gas Use Tax in its Entirety
3. Ordinance Repealing Title 14, Chapter 2, of the Bartlett Municipal Code to Repeal and Eliminate the Municipal Electricity Use Tax in its Entirety
- *4. Resolution Approving of the Janitorial Services Agreement Between the Village of Bartlett and Multisystem Management Company

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CAMERER

1. Ordinance Amending Title 4, Chapter 2, of the Bartlett Municipal Code adding new Section 4-2-9 to Restrict the Hours of Garbage and Refuse Collections for Commercial, Business, Industrial and Large Multi-Family Development Collections

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARONARO

1. Ordinance Amending Various Sections of Chapter 19-100 of Title 6 of the Bartlett Municipal Code Regulating the Seizure and Impoundment of Motor Vehicles Used in the Commission of Certain Offenses

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

1. Ordinance Authorizing the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois to Borrow Funds from the Public Water Supply Loan Program (Construction of 12", 16", and 24" Transmission Mains)
2. Ordinance Authorizing the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois to Borrow Funds from the Public Water Supply Loan Program (Receiving Station and Ground Storage Upgrades)
- *3. Resolution Approving of the Easement Agreement Between the Forest Preserve District of DuPage County and the Village of Bartlett for the Construction, Operation, and Maintenance of Water Main Improvements Along Wayne Grove Forest Preserve
- *4. Resolution Approving of 2018 Water Main Replacement Agreement Between the Village of Bartlett and Gerardi Sewer & Water Co.

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



VILLAGE OF BARTLETT
PUBLIC HEARING MINUTES
March 20, 2018

1. CALL TO ORDER

President Wallace called the 2018-19 Proposed Budget Public Hearing to order on the above date at 7:00 PM in the Council Chambers.

He stated that the Certificate of Publication from the Daily Herald which evidences that the notice of this Public Hearing was duly published on March 7, 2018, which meets the statutory pre-requisites which require that the notice of the Public Hearing be published between 7 and 30 days before the Public Hearing, be entered into the record. The tentative budget has been available to the public for inspection for not less than 30 days.

2. ROLL CALL

PRESENT: Trustee Camerer, Carbonaro, Deyne, Hopkins, Reinke, and President Wallace

ABSENT: Trustee Gabrenya

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

Village Administrator Paula Schumacher stated that the proposed budget has been prepared in accordance with all applicable local, state and federal laws. The Village of Bartlett operates under the Budget Officer Act, which requires that the budget be adopted no later than May 1 of each year. Tonight we are holding the required public hearing.

The total proposed budget for 2018-19 is \$101.8 million. The proposed general property tax levy is to remain flat from last year. This is the seventh consecutive year the levy has remained flat or declining.

It was reported that the proposed budget had a \$12.6 million deficit. I can understand how one would reach that conclusion by looking at just one budget year. However, that is not the complete picture. Increases and decreases in fund balances are associated with specific capital projects planned over multiple budgets. The Police Department construction is a good example, in 2016 we issued bonds for the new police station, and now that it is under construction this proposed budget shows the spending of the proceeds of those bonds. Simply put the revenue came in previous years, and now we are seeing the expenses.



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The capital projects portion of the proposed budget is \$56.8 million. \$29 million of that amount is for the Lake Michigan water project and \$9.2 million is for the Police Department construction. Other projects include the annual street maintenance program and waste water improvements.

The total operating budget is \$45 million, which is an increase of 6.8% over last year. A little over two-thirds of operating expenditures are for public safety and public works, which includes streets, water, sewer and parking. The remaining third is divided among general government, golf and debt.

The proposed budget under consideration is balanced. This was accomplished through reductions of expenditures in every department, full evaluation of our revenue sources and the use of fund balance reserves within our stated policy limits.

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

3. ADJOURNMENT

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: Trustee Gabrenya

MOTION CARRIED

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

Lorna Gilles
Village Clerk



VILLAGE OF BARTLETT
BOARD MINUTES
March 20, 2018

1. CALL TO ORDER

President Wallace called the regular meeting of March 20, 2018 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:02 p.m. in the Council Chambers.

2. ROLL CALL

PRESENT: Trustee Camerer, Carbonaro, Deyne, Hopkins, Reinke, and President Wallace

ABSENT: Trustee Gabrenya

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

3. INVOCATION – Pastor Ryan Collins from Poplar Creek Church gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

There were no additions or deletions to the Consent Agenda.

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



**VILLAGE OF BARTLETT
BOARD MINUTES
March 20, 2018**

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

AYES: Trustees Camerer, Carbonaro, Deyne, Hopkins, Reinke
NAYS: None
ABSENT: Trustee Gabrenya
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 Todd Dowden stated that this was the January Treasurer's Report. He stated that it has the highlights of the income and expense for the month year to date. Motor Fuel Tax distribution through December, 2017 totaled \$91,055 compared to last year at \$97,757. The IML has actually lowered their projection for this year slightly but it should be close to budget. He then presented the Municipal Sales Tax Report through November, 2017, and stated it totaled \$221,599, compared to \$207,123 last year. It is still up and on budget for this year.

9. PRESIDENT'S REPORT - None
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None
11. TOWN HALL

Christy Mazza, 1031 Trillium Lane

Ms. Mazza stated that she was there to talk about the water storage tanks being built in her neighborhood by the public works facility off Bittersweet. She was sad to see the neighborhood lose the best sledding hill in the neighborhood. She was okay with this because it means no more brown water coming out of her tap. She had concerns about the landscaping on the berm. They had an opportunity to meet with Dan Dinges, Public Works Director, and he reassured them that they were going to work with the residents as far as what will be planted along the berm to block the view of the water tanks. They also talked about the mowing of the area. She wanted to take the time today to say that she looks forward to working with the Village moving forward on this project and she thanked Mr. Dinges and the Board.

John Eallonardo, Frederick Quinn Company

Mr. Eallonardo stated that the new police station construction is going quite well on the inside of the building. They are putting ceramic tile up, ceilings, lighting, finishing heating



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equipment, casework is going in. The inside of the building is really starting to finish out. The brick is complete on the outside of the building and they will start installing windows tomorrow. They are getting ready to do the site work portion of the project which will be completed for this phase. They are on schedule for the police department to move in on the last week of May. The phase 2 portion of the project will complete by the year end.

Trustee Reinke asked how they were doing budget wise.

Mr. Eallonardo stated that they are under the guaranteed maximum price. The guaranteed maximum price continues to hold reasonable contingency allowances for the rest of the job. They are on budget.

12. STANDING COMMITTEE REPORTS:

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins presented Ordinance 2018-17, an Ordinance Granting Front and Rear Yard Variations for 165 Oak Glenn Drive.

Trustee Hopkins stated that the petitioner is requesting the following variations:

- a. 1 foot reduction from the required 35 foot front yard setback
- b. 9 foot reduction from the required 55 foot rear yard setback

This will bring the existing house into conformance to allow for a building permit to be issued for the construction of a new attached two-car garage and entry. The original zoning on the property in 1964 was R-1 Single-Family Residence District. During the comprehensive rezoning of the Village in 1978, the property was rezoned to the SR-2 Suburban Residence Zoning District and 55 foot rear yard setbacks were established. Previously, the rear yard setback was 35 feet and the house met the requirement. This zoning change made the existing house a non-conforming structure.

The Zoning Board of Appeals reviewed the variation request, conducted the public hearing and recommended approval at their March 1, 2018 meeting.

Trustee Hopkins moved to approve Ordinance 2018-17, an Ordinance Granting Front and Rear Yard Variations for 165 Oak Glenn Drive and that motion was seconded by Trustee Deyne.



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ROLL CALL VOTE TO APPROVE ORDINANCE 2018-17, GRANTING FRONT AND REAR YEAR VARIATIONS FOR 165 OAK GLENN DRIVE

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

B. BUILDING COMMITTEE, CHAIRMAN GABRENYA

In the absence of Trustee Gabrenya, President Wallace stated that there was nothing on the agenda.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne presented Ordinance 2018-18, Home Rule Municipal Retailers' Occupation Tax and Home Rule Municipal Service Occupation Tax.

Trustee Deyne motioned to Table this item and that motion was seconded by Trustee Hopkins.

President Wallace stated that they are going to discuss this at the Committee meeting since voting on this particular item will be potentially swayed at the Committee level. They will adjourn to the Committee, discuss those items, then re-open the Board meeting and vote on this item.

ROLL CALL VOTE TO TABLE ORDINANCE 2018-18, HOME RULE MUNICIPAL RETAILERS' OCCUPATION TAX AND HOME RULE MUNICIPAL SERVICE OCCUPATION TAX

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

Trustee Deyne presented Ordinance 2018-19, an Ordinance Amending the Bartlett Municipal Code Regarding Water and Sewer Charges.

Mr. Dowden stated that at the last Committee of the Whole meeting they reviewed water rates and fund balances in the water and sewer funds. They proposed a 27% increase to the water rates and the sewer rates for Cook (24%), DuPage (30%), Kane (8%). This is a two-year plan for water rate increases to get us where we need to be with the



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connection of the Lake Michigan water. Sewer increases are related to capital projects with the wastewater treatment plant and the excess flow facility.

Trustee Deyne moved to approve Ordinance 2018-19, an Ordinance Amending the Bartlett Municipal Code Regarding Water and Sewer Charges and that motion was seconded by Trustee Camerer.

Trustee Reinke asked if they were still on target to start Lake Michigan water in May 2019.

Public Works Director Dan Dinges stated they are working through the IEPA loan process, which is difficult. They are in line to get funded in July and would start construction shortly thereafter.

Trustee Hopkins asked if there were any other things that could prevent us from finishing in May.

Mr. Dinges stated that the biggest hurdle right now is securing the IEPA loans.

ROLL CALL VOTE TO APPROVE ORDINANCE 2018-19, AMENDING MUNICIPAL CODE REGARDING WATER AND SEWER CHARGES

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

NAYS: None

ABSENT: Trustee Gabrenya

MOTION CARRIED

Trustee Deyne presented Resolution 2018-20-R, a Resolution Urging the Governor & Illinois General Assembly to Not Continue Using the Local Government Distributive Fund to Balance the State of Illinois' Budget.

Trustee Deyne moved to approve Resolution 2018-20-R, a Resolution Urging the Governor & Illinois General Assembly to not Continue Using the Local Government Distributive Fund (LGDF) to Balance the State of Illinois' Budget and that motion was seconded by Trustee Reinke.

Trustee Hopkins stated that he thought this was a great resolution to have before the Board. He didn't think it was going to send a message to the State but hopefully it does.

Trustee Reinke echoed those sentiments and hoped that this would not fall on deaf ears. The State has this history of reckless spending and refusal to reform. At least the residents know that we are sensitive to this and we are trying.



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ROLL CALL VOTE TO APPROVE RESOLUTION 2018-20-R, URGING THE GOVERNOR & ILLINOIS GENERAL ASSEMBLY TO NOT CONTINUE USING LGDF TO BALANCE THE BUDGET

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

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that the Arts in Bartlett Class D Liquor License request was covered and approved under the Consent agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

Trustee Reinke presented Ordinance 2018-21, an Ordinance Approving a Second Site Plan Amendment, Granting Special Use Permits to Allow for Two 1.5 MG Potable Water Storage Tanks, a Lake Michigan Water Receiving Station and a Metering Facility at the Public Works Complex at 1150 Bittersweet Drive.

Trustee Reinke moved to approve Ordinance 2018-21, an Ordinance Approving a Second Site Plan Amendment, Granting Special Use Permits to Allow for Two 1.5 MG Potable Water Storage Tanks, a Lake Michigan Water Receiving Station and a Metering Facility at the Public Works Complex at 1150 Bittersweet Drive and that motion was seconded by Trustee Deyne.

Trustee Reinke asked if the proposed amount of screening was going to be sufficient and what kind of process does he envision.

Mr. Dinges stated that it was a work in progress. We met with the neighbors last week and decided that they will use paint on the grass to help the residents envision where these tanks will be located. The residents can go on top of the berm and get a visual to their yards in order to decide where the trees would be best placed.

Trustee Reinke stated that he thought it was a fantastic collaborative process and thanked him for working so well with the residents. He asked what color the tanks would be.



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Mr. Dinges stated that they would be navy blue, glass lined with aluminum domes and they are basically maintenance free. The useful life on the tank is 50+ years.

ROLL CALL VOTE TO APPROVE ORDINANCE 2018-21, APPROVING SITE AMENDMENT, SPECIAL USES TO ALLOW WATER STORAGE TANKS, RECEIVING STATION AND METERING FACILITY AND PUBLIC WORKS COMPLEX

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

NAYS: None

ABSENT: Trustee Gabrenya

MOTION CARRIED

Trustee Reinke stated that Resolution 2018-22-R, a Resolution Approving of an Agreement Between the Village of Bartlett and the State of Illinois Department of Transportation; Ordinance 2018-23, an Ordinance Amending Title 6, Chapter 11-1300, Section 6-11-1303.1: of the Bartlett Municipal Code to Prohibit Parking Along Illinois Route 59 and Army Trail Road; Resolution 2018-24-R, a Resolution Approving of the Agreement Between the Village of Bartlett and Brothers Asphalt Paving Inc. for the 2018 Various Streets Project; Resolution 2018-25-R, a Resolution Approving of the Agreement Between the Village of Bartlett and Schroeder & Schroeder Inc. for the 2018 Concrete Replacement Program were covered and approved under the Consent Agenda.

13. NEW BUSINESS - None

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

15. ADJOURNMENT

President Wallace stated that upon adjournment of this meeting, the Board will be moving into the Committee of the Whole meeting. Following those discussions the Board will re-open the Board meeting to vote on item 12.C.1. Ordinance 2018-18, Home Rule Municipal Retailer's Occupation Tax and Home Rule Municipal Service Occupation Tax.

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

ROLL CALL VOTE TO ADJOURN TO COMMITTEE

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

NAYS: None

ABSENT: Trustee Gabrenya

MOTION CARRIED



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The meeting was adjourned to the Committee of the Whole meeting at 7:29 p.m.

At 8:01 p.m., President Wallace reconvened the regular Board meeting of March 20, 2018 of the President and Board of Trustees of the Village of Bartlett.

ROLL CALL: Trustee Camerer, Carbonaro, Deyne, Hopkins, Reinke, and President Wallace, present

ABSENT: Trustee Gabrenya, absent

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

The Finance & Golf Committee chaired by Trustee Deyne was called back to order.

Item 12.C.1. Trustee Deyne presented Ordinance 2018-18, Home Rule Municipal Retailer's Occupation Tax and Home Rule Municipal Service Occupation Tax.

Trustee Deyne moved to approve Ordinance 2018-18, Home Rule Municipal Retailer's Occupation Tax and Home Rule Municipal Service Occupation Tax (Option B-1%) and that motion was seconded by Trustee Camerer.

Trustee Camerer asked if they were to pass Option A, at .75%, are there any guarantees that we wouldn't have to come back a year later and ask for more.

Administrator Schumacher stated that the .75% is the bare minimum to shore up the budget in a sustainable measure so they are not taking away from reserves. That does not contemplate eliminating the utility tax. If the Board wants to eliminate the utility tax entirely, she would be more comfortable with the 1%. She wanted to make sure that we keep the reserve levels in a healthy spot and don't use those reserves for operational costs.

Trustee Deyne stated that was the purpose of the 1%. If we could eliminate the utility tax in its entirety, it relieves the burden on our residents and also frees up staff with the rebates and the hours spent issuing checks to the seniors. This spreads everything out and anyone coming into our Village will participate in this tax. The residents will have a choice. He agrees with Trustee Camerer, he does not want to be sitting here next year and doing this again.



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Administrator Schumacher stated that in terms of the future, the sales tax has more potential to grow than the utility tax. She saw the utility tax declining as homes become more and more energy efficient.

Trustee Deyne stated that they have the option of looking at this in one year and if it looks like it is working extremely well, we can reduce it to .75%.

Trustee Reinke stated that if the 1% contemplates eliminating the utility taxes, his concern is that this is going to be a license to spend more money. He is concerned about that extra .25% and felt that there needs to be constant downward pressure on the cost of government. He stated that it is nothing personal. There is a limit as to how much he can increase his rates, but in reality there is no limit on how the government continually takes from the residents. He is concerned that that extra .25% is going to encourage spending.

Administrator Schumacher stated that his point is well taken and that is the reason the Board is there and we have a budget review. One of the things they talked about during the capital budget was the need to keep up with our maintenance. We are up against having to replace a sewage treatment plant and significant wastewater infrastructure because it is old and outdated and we did not keep ahead of the maintenance. She did not want to be sitting there saying that we have not maintained our streets and we have to bond out for this maintenance again. She didn't think that was a wise way of doing things. She would like to increase the maintenance on the infrastructure, but in terms of operation spending, the downward pressure is important and she does not feel that this is a license to spend willy-nilly. They have gone through four rounds of budget cuts with the proposed budgets. She really believes that they were committed to keeping the reins on spending and does not feel that this is a blank check.

Trustee Reinke stated that the enterprise funds are one thing, and the non-enterprise funds are another. One of the things that Mr. Dinges talked about, very diplomatically, was that we were falling behind on the paving of the streets. Is the 1% going to allow us to keep up with the paving so we don't have to bond out?

Mr. Dinges stated that based on what he shared back in November/December on the capital program, the road program for a 20 year lifecycle (which is wishful thinking), we need to be spending about \$2.8 million per year. We get \$1 million in MFT funds, so there is a shortfall of \$1.8 million to be able to keep up with the road program. As far as balancing the budget, anything above and beyond what that 1% would give us, putting it towards the capital would definitely help, but won't account for \$1.8 million. There is a whole other storm sewer system that the EPA continually raises regulations on, where we will be spending more on storm water systems than we would like to anticipate.



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Ms. Schumacher stated that she would also temper some of that because the wear and tear on the roads depend on what's driving on it, what the winters are like, etc. We do a maintenance analysis on a regular basis and there is a gradual scale. That is why we do the streets that are in the worst condition first and follow that.

Mr. Dinges stated that they are doing a lot more pavement preservation techniques to try to get to that 20 years and beyond and that is the crack filling and sealing that you see in the budget.

Trustee Carbonaro stated that he does not have a problem saving money in funds, as long as it's used for that, as opposed to what the State is doing with the leftover money from the lottery. Instead of going into the schools, it is going to pay off the pensions. What happens if we take .75% of the sales tax and put it in the general fund and put .25% into the road fund so that it is earmarked and used for that.

Trustee Reinke stated that if we are going to pass the 1% sales tax, he suggested that we earmarked some of that revenue to repair the roadways. It is one of those core services and that is why we are here, other than fancy software or things of that nature.

Trustee Camerer stated that it would be for roadways alone and not capital improvements. It was his vision for the town to have an overpass over the railroad tracks on West Bartlett Road. We are not talking about using this money on something like that as well are we?

Trustee Reinke stated that this would be for existing roadway repairs so we don't find ourselves 20 to 30 years down the road, where we are right now.

Trustee Carbonaro stated that we are doing \$2.8 million in repairs and we are getting \$1 million from MFT.

Mr. Dinges stated that on the 20 year cycle, the estimated cost is \$2.8 million per year. We are currently putting in \$1 million per year.

Mr. Dinges stated that they are doing a lot of pavement preservation techniques to try to extend the life which helps bring the cost down. Hopefully, that \$2.8 million comes down and if we raise the \$1 million up, and we are closer and closer to getting to where we need to be.

Trustee Hopkins stated that he thought the 1% sales tax was a great solution to get rid of the utility tax. From his standpoint and a lot of residents that he has spoken to, they do not like the utility tax. The memo states that it is \$27 per year, per resident, but he feels that could fluctuate extremely hard for some residents and it is nowhere near that \$27.



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Getting rid of the unfair utility tax has always been a goal of his - he would be in favor of this tax.

President Wallace stated that it seems irregular that we have been talking about this for 4 to 5 months and those most affected like our restaurants and other entities (where there is a potential for loss) have not complained at all. He asked staff if they have heard any issues from any of the retailers which will be potentially affected by the sales tax?

Ms. Schumacher stated that they have not heard from anyone.

Trustee Hopkins asked what the protocol was for the elimination of the utility tax.

Ms. Schumacher stated that they could not have it for this Board meeting because they have to coordinate with the utilities. They will put it together for the next Board meeting in order to rescind it.

Attorney Mraz stated that it depends when it goes into effect and it has to be passed by April 1, but the Board's next regularly scheduled meeting is April 4. There is a lag from when we pass it and when it is effective. When the utility tax is officially eliminated, we send notice to the utility companies. We are trying to match those up to make it as seamless as possible on the residents. When this ordinance is passed, it does not mean it takes the utility tax off the bills immediately. The Village must go through the utility companies and wait for those adjustments to be implemented in all likelihood June 1, 2018.

Trustee Carbonaro asked if there was another amendment attached to the utility tax for the refunds to the senior citizens to be removed as well?

Attorney Mraz stated that by eliminating the utility tax, the senior rebates would be eliminated also.

President Wallace reiterated that the motion on the table is a Home Rule Municipal Retailer's Occupation Tax and Home Rule Municipal Service Occupation Tax, Option B (1%).

ROLL CALL VOTE TO APPROVE ORDINANCE 2018-18, HOME RULE MUNICIPAL RETAILER'S OCCUPATION TAX AND HOME RULE MUNICIPAL SERVICE OCCUPATION TAX (OPTION B (1%))

AYES: Trustees Camerer, Carbonaro, Deyne, Hopkins

NAYS: Trustee Reinke

ABSENT: Trustee Gabrenya

MOTION CARRIED



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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: Trustee Gabrenya

MOTION CARRIED

The meeting was adjourned at 8:20 p.m.

Lorna Gilles
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
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President Wallace called the Committee of the Whole meeting to order at 7:30 p.m.

PRESENT: Chairmen Camerer, Carbonaro, Deyne, Hopkins, Reinke and President Wallace

ABSENT: Chairman Gabrenya

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

COMMUNITY & ECONOMIC DEVELOPMENT, CHAIRMAN GABRENYA

1. Victory Centre Amendments to the Annexation Agreement and PUD Ordinance

President Wallace stated that in the absence of Chairman the Gabrenya he asked Community Development Director Jim Plonczynski to take over this item.

Community Development Director Jim Plonczynski stated that this is the second time the Board is seeing this. Victory Centre is looking to refinance their existing facility, both the independent living and the supportive living centers. With the particular type of financing they are getting from HUD, the current covenant needs to be changed in order for the covenants to be revised to be subordinate to the main financing. The petitioner has drafted the covenants and this has gone to the Plan Commission whom recommended approval. Because of the structure, there is also an annexation agreement that also needs to be amended to include a reference to the change in the covenants.

The Board recommended that this item be moved for a public hearing and then a final vote.

FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

1. 2018-19 Proposed Budget Review

Chairman Deyne stated that the finance director included a summary sheet of the adjustments that were recommended from the March 6th and 14th budget review meetings.



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Chairman Hopkins talked about the municipal parking lot paving and asked if it could be funded through the MFT funds instead of the general fund?

Public Works Director Dan Dinges stated that they can use it on public lots but not employee lots. They could use it on the front parking lot but not on the south lot.

Chairman Hopkins talked about two large dump trucks that were in the capital outlay request of the Streets budget. He asked if they were able to push this off for a year?

Mr. Dinges stated that they could push it off but if those trucks break down (typically in the middle of a snow event); yes they could push it off another year. You run into higher risk of down time with older vehicles.

Chairman Reinke stated that as general principle, we should extend all of our vehicle replacement periods. Squad cars should go from three years to four years. There is always the fear of reliability but if we could stretch those expenses out, he thought it was worth it. He suggested pushing off one of the large dump trucks.

Chairman Hopkins asked what the process was for elimination of old vehicles.

Mr. Dinges stated that they are put on the Obenauf auction where they are resold. That money goes into the vehicle replacement fund.

Chairman Reinke asked if they get a better deal if they buy two trucks at one time?

Mr. Dinges stated that they do not.

Chairman Camerer talked about the tuition reimbursement program and asked if it was being utilized by employees.

Ms. Schumacher stated that the program is at the discretion of the Board and the Administration to determine if the budget can support the tuition program for the year. It is not a guarantee for reimbursement. She stated that they had two applications and she just thought it was something they could cut.

Chairman Camerer stated that they need to revert back to her recommendations in cutting this benefit and he thought it would be money well saved for this year's budget.

Chairman Reinke stated that they invest a tremendous amount of money in training and professional memberships. He felt like they heavily invest (perhaps too heavily) on those types of things. He was very comfortable cutting the tuition reimbursement.

President Wallace agreed.



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Chairman Deyne totally disagreed with curtailing anything with tuition reimbursement. He thought it stimulates the staff members to continue their education and then bring that to the Village. The IT department was able to save the Village approximately \$70,000 by implementing a new program. This may not be relative to tuition reimbursement, but the fact remains that we have to train our people, our Police Department, our staff. Taking that away from the individuals is wrong.

Chairman Hopkins stated that he agreed, but he has to understand that the State cut their funding by \$400,000 and we can't just keep on spending like this.

Chairman Deyne stated that they will be implementing a sales tax.

Chairman Camerer stated that it was something they could revisit in future years. He was taking the Village Administrator's recommendation and that is what they do as a Board.

Chairman Reinke stated that he thought they should cut some of the civic funding by a modest percentage. If they are going to be asking for a sales tax then they should think about cutting this back some.

Chairman Carbonaro agreed. They originally put this program together because there was not any structure for application. The reason he voted for it was because it was going to be a declining balance.

President Wallace stated that it has declined and he recalls it being in the \$50,000-\$60,000 range in past years.

Chairman Reinke stated that he didn't think it was a stretch to cut this and he thought all the civic groups have a sense that they wanted to cut it. He suggested cutting it by 10%.

President Wallace disagreed because they have cut this number (probably) in half since we started the request program. He totally agreed with the premise of having them be self-sufficient at some point, but some of these groups do a lot for the downtown. He suggested cutting the \$12,000 to the Fourth of July committee since they are very self-sufficient. The goal of these civic organizations is the hope that they will become self-sufficient. He was okay with leaving the amount the same.

Chairman Camerer agreed that they are a value to the community and hoped they would be self-sufficient in the future. Heritage Days and the Fourth of July bring a lot of people to the community which benefits us as a village. He would like for the amount to stay the same.

Chairman Deyne agreed that they should not cut this. One of the problems they would have is that some of these organizations have already made plans for the activities



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occurring this year. It leaves them in a bad situation. He is not in favor of cutting this amount at this time.

Chairman Reinke stated that he did not find it to be a valid point at all since we have had that same conversation every year. At some point, these organizations need to be on notice. He did not get the sense that a 10% reduction would shut these organizations down and if we apply that 10% cut across the board, he didn't think anyone would be particularly hurt by it.

Chairman Carbonaro agreed. Next year if we do make any contributions, it should be for their fund raising company so they get the message. He stated that it will be 100 years before the State fixes itself and who knows how much more they are taking out of our pockets.

Ms. Schumacher stated that a 10% cut, as Chairman Reinke suggested, is \$3,000 spread across all those organizations and she did not think it would be difficult for those organizations to continue. Therefore, they know that we are trying to reduce this and it is not a shock to their programming. The application form clearly states that this is not a guarantee of the amount they are requesting. She was comfortable spreading that \$3,000 cut across all the groups.

Chairman Deyne stated that the general consensus of the Board is not to cut this amount.

Chairman Hopkins stated that he would be in favor of cutting it 5-10%.

Chairman Reinke stated that this will not cut out the fireworks on the Fourth of July.

President Wallace stated that these people put in a lot of work for these programs. It is difficult to find funding sources. He suggested a 5% reduction across the board.

There were no objections.

Chairman Reinke asked about the removal of the \$60,000 from the Back Up and Disaster Recovery System as well as the Council Chamber projector.

Mr. Dowden stated that it is being removed from the budget.

Chairman Hopkins asked if they could hold off on the three police squad vehicles and extend the life of these vehicles another year. He asked what other municipalities do and how often they replace their vehicles.

Chief Ullrich stated that he has not looked at other municipalities. He stated that it is not just mileage but the wear and tear on the vehicles. The more we delay replacement, the



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more it costs in maintenance. It raises the likelihood that we have to buy more vehicles in future years. They try to spread them out as much as they can and project the mileage. When Dan Palmer was Chief, they replaced half of the vehicles every year. They are only replacing the vehicles that they feel really need to be replaced.

Chairman Camerer stated that with new technology, cars last longer and longer. People are driving cars for 150,000 miles, day in and day out. He thought they should be pushing the mileage even further.

Chairman Reinke stated that even if they stretch the lifespan out another year it would be helpful. He has talked to communities and the lifespan seems to be 3 to 7 years before replacing their vehicles. He asked them to stretch it out another year and stated that we did just buy them a new \$19 million dollar police station.

Chief Ullrich stated that you are talking about emergency vehicles. When there is an emergency, they need to be able to have the vehicles to respond. They try to keep the vehicles maintained as best as they could and only replace what they feel is necessary.

Chairman Carbonaro asked how many officers are assigned to one car?

Chief Ullrich stated there are two from opposite (12 hour) shifts so the cars run about 3 days in a row.

Chairman Carbonaro stated that he understands that they are trying to save money but these are emergency vehicles that run 24 hours a day for several days. He thought they should leave that alone.

Chairman Camerer stated that at no point in the conversation did he ever mention that he would want vehicles to be unsafe. He did state that technology advances and cars are built better than they were in the past and therefore, capable of lasting longer than we are giving them credit for.

President Wallace stated that the total cost of these vehicles does not include the \$5,000 per vehicle credit when they sell the old cars. If we wait until next year we will get \$2,000 per vehicle and the new trucks will be \$36,000.

Chairman Reinke stated that there is also the cost of equipping them.

President Wallace asked if it jeopardizes the safety of the community by not replacing these three vehicles?

Chief Ullrich stated that he can't answer that question with any certainty because he can't predict if they will break down or not.



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Administrator Schumacher suggested they get rid of the two Ford Taurus' and keep the Explorer. It will give them some time to take a look at the maintenance records and do some research on the length that they think would be optimal and come back with the policy for next year.

President Wallace stated that was a great idea.

Chairman Reinke stated that it was a reasonable compromise.

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: Trustee Gabrenya

MOTION CARRIED

The meeting adjourned at 8:12 p.m.

Lorna Gilless
Village Clerk



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President Wallace called the Committee of the Whole (continuation of budget review) meeting to order at 6:02 p.m.

PRESENT: Chairmen Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Human Resources Director Janelle Terrance, Finance Director Todd Dowden, Assistant Finance Director Matt Coulter, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Police Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Chuck Snider, Village Clerk Lorna Giles.

FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

2018-19 Proposed Budget Review

Administration

Village Administrator Paula Schumacher stated that the Board felt they were a little bit conservative with their budget projections so they took another look at it. They decided to make a \$75,000 adjustment to the budget amount. They will raise the Transfer Stamp projection by \$25,000 and the Permits by \$50,000. She stated that they would continue with the department budget reviews this evening.

Assistant Village Administrator Scott Skrycki stated that they shifted some personnel and therefore, Human Resources and Economic Development fall under the Administration department. Staff has made a concerted effort to work with other taxing bodies to try and overlap some of the costs. One of the big things from last year is the strategic planning process which is really the foundation of this entire document. He and his staff went out into the community, interviewed stake holders, civic groups, businesses, residents and mid-line staff to formulate this strategic plan. He highlighted the two largest capital projects in the history of this Village which is the new Police Department as well as the Lake Michigan water project. 2017 was a very productive year at the dais and 161 ordinances were passed which is 1½ times more than the previous years and the most we have had in 14 years. Also, the Mayor and Board appointed its second ever, Village Administrator Paula Schumacher. He felt that it made him a better employee and that the directors would say the same thing.



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There were no Personnel Requests, Capital Outlay, Professional Development or Professional Association changes. He stated that the Economic Incentive Program line item for \$150,000 was new to the budget. His Community Relations line item has a reduction to the Civic Group Funding since the Board donated \$40,000 to the Park District for the Free To Be Me Park. The Civic Group Funding dollars budgeted for this year are identical to the dollars in last year's budget.

Chairman Deyne asked if the tuition reimbursement program was removed and why?

Administrator Schumacher stated that they only had two requests this year and they decided not to fund it this year. The program was revamped to require employees to stay two years after the reimbursement.

Chairman Deyne asked if there were any staff members currently enrolled.

Administrator Schumacher that there was one in Community Development and one in Police.

Chairman Deyne stated that he didn't think they should terminate tuition reimbursement for the staff.

Administrator Schumacher stated that they can certainly put it back in the budget but stated that the reimbursement is for continuing education but not part of our regular training. The dollars are still available for departmental training.

Chairman Deyne stated that he would like to see some kind of tuition reimbursement added back to the budget.

President Wallace stated that it was not insignificant to those who get it, but he thought it was insignificant to the overall budget.

Mr. Skrycki spoke about the civic funding requests. He stated that in 2016, they started a formal grant application where civic groups submit a document requesting and justifying those dollars. This year they had five requests: Fourth of July Committee requested \$12,000 (last year granted \$12,000); Heritage Days requested \$35,000 (last year granted \$5,000); Arts in Bartlett requested \$15,000 (last year granted \$5,000); Chamber of Commerce requested \$2,210 (Last year granted \$2,210); and a new request from the Veteran's Memorial Foundation for \$7,500 for signage. The amount that they budgeted reflects the same dollars granted in last year's budget. He stated that they also added the Bartlett Lions Club for \$500 since they typically ask for it to cover refreshments.

Chairman Reinke stated that his recollection from previous years was that they were talking about slowly but surely reducing this amount. He was opposed to an increase of



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this line item. The Board is talking about imposing additional taxes and making cuts and he does not think it is appropriate to raise this line item.

Mr. Skrycki stated that the dollars budgeted matched the same as last year's budget for this line item.

Chairman Reinke stated that they were going to decrease this amount over time and that is what he is in favor of, especially if the State continues to cut our funding. He stated that he thought all of these organizations are fantastic but at some point, as a matter of policy, we have to cut as much as we can before we look to the taxpayers for more money.

Chairman Camerer asked if it was common for other municipalities to give money to civic organizations.

Mr. Skrycki stated that is a unique perspective. Some Fourth of July committees are encompassed within the Village and some carry their own weight. A lot of these requests are their own commissions and some are self-funded and some are not.

Ms. Schumacher reminded them that our Police and Public Works staff are at these events from open to close and those costs are absorbed by the Village.

Chairman Camerer agreed that funding the tuition reimbursement program is a small amount of money in our budget comparatively. He also looked at it the same way with civic groups and saw it as a good thing. He was in favor of keeping these programs but not necessarily expanding them to any greater degree.

President Wallace stated that he was in favor of leaving the budgeted amount from last year consistent with this year. He asked if there were any additional funds since the bike race is not going to continue.

Ms. Schumacher stated that this amount was already eliminated from this budget.

President Wallace stated that maybe in a better year, where they are not getting pinched on LGDF, perhaps the Board would be more favorable for something like this. At this point, where we are trying to find ways to shore up the budget, it makes it real difficult to expand those programs. He suggested having them work within the budget that is set.

Chairman Gabrenya stated that Heritage Days is a wonderful celebration. Those individuals that started it and work through it have worked tirelessly to make it what it is. She agreed that going from \$5,000 to \$35,000 was a lot. She suggested that they look for ways to self-support like the 4th of July Committee has done for years.



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Mr. Skrycki spoke about a new line item called Economic Incentives with \$150,000. This line item came from a series of discussions, both within the strategic plan, which outlines different tools to attract different businesses using economic incentives to do that. It was also generated from many discussions by the Village Board as far as earmarking video gaming dollars.

Economic Development Coordinator Tony Fradin stated that as a longtime economic development practitioner, what he has witnessed and experienced is the level of competition from new businesses and investments continuing to heighten year after year between various communities. It is often said that economic development is a competitive sport. With this in mind, our team is proposing this new item in order to seed a new initiative to help the Village compete on a more level playing field with communities in the area and the broader Chicago area that have more formal incentive programs. We do not propose this as a way to put somebody in business, but as a way to leverage private investment. In particular, with some of the chronic vacant and underutilized buildings in the Village and also to help attract those companies that may be looking at undeveloped land sites. They would strive to create and implement a program that would also lead to future job growth in the community and for targeted types of businesses that would make the Village proud to have them. They are proposing this as a Village-wide program and not specific to any particular business district or geographic location. It is available to existing businesses as well, in their expansion plans.

Chairman Gabrenya asked what the criteria would be for the disbursement of these funds and how they would make it happen and make it fair.

Mr. Fradin stated that those are important parameters of a program. We envision this as primarily an attraction tools for those buildings that may not meet current code or need extensive renovations or perhaps even a multimillion dollar project going to a new site. It can also be used to assist existing businesses in terms of expansion plans they may have. At this point they have not created all the criteria.

Mr. Skrycki stated that the criteria would have a lot of depth such as sales tax projections, jobs, will it increase foot traffic in the downtown, will it increase daytime traffic in the community. A series of boxes will need to be checked prior to us presenting an expenditure of this nature to the Board. He stated that if a video gaming establishment or a drycleaner approached Tony, he probably would not discuss an incentive package. If one of those hidden gems, that they have all talked about for years approaches us, it would be nice for staff to have the ability to say that we can talk about additional incentive. They want to use this money as an investment to the community.

Ms. Schumacher stated that they intend to work with the Economic Development Commission (EDC) to put together those measurable parameters. They have a set matrix



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that they use and will put together an application packet which will be presented to the Board.

Chairman Reinke stated that they are not talking about giving a business a check. They are talking about incentivizing them if they have a particular hardship or cost (water/sewer connection or upsize, etc.) is what they are talking about and not a grant. He asked if they thought that over time, did they see the balance in this account increasing?

Mr. Fradin stated "yes", this type of amount is somewhat of a pilot project. The increments have not been determined whether it would be \$10,000-\$15,000 grants or \$50,000 and up. If it brings the type of success that we hope and envision, and we can see it as a successful program, then they might very well be asking for an increase in future years.

Chairman Reinke asked if they ultimately get to vote on this.

Ms. Schumacher stated that the façade program they have currently is kind of a model for that. The business owner who benefited from that façade rebate showed their expenses and their investment. Those applications went to the EDC for approval and then to the Village Board. She imagined the same approval process.

Chairman Deyne stated that he thought the economic development team was doing an outstanding job. He stated that they do not have a TIF anymore and since this is spread out over the entire community, it is an outstanding program.

President Wallace asked if the townships have a medical waste program?

Mr. Skrycki stated that after the production of this budget document, they are looking to scale back that \$6,000 budgeted dollar amount greatly. They are in discussions with DuPage County, where instead of doing a monthly program, they are looking at scaling back to what they did several years ago, which is either a yearly or bi-yearly cleanup.

President Wallace stated that he could see shifting that \$6,000 to the civic groups.

Chairman Hopkins stated that he did not think we should increase the civic funding although he felt it was important to have it.

Police Department

Police Chief Patrick Ullrich stated that his budget has no plans to expand authorized staffing levels. They will leave a police officer, records clerk and investigation secretary position's open. His department will continue to use social media as well as the Bartletter to disseminate valuable information. They are very excited about the new police facility



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which will allow them to better serve the residents and help them meet their individual needs. They will continue to offer the citizens and team police academies.

The following items were included in his Capital Outlay request: 1) 3 patrol vehicles (\$99,000); 2) vehicle for Federal Task Force Officer (\$33,000); 3) investigation vehicle (\$30,000); 4) CAD software interfaces (\$30,000); 5) RMS code update; 6) copier (\$20,000); 7) rifle rated ballistic shields (\$12,400); 8) AED's (\$8,000); 9) laptop computer for school resource officer (\$1,800); 10) portable traffic counters (\$3,310); 11) LIDAR units (\$3,570); 12) Cellphone forensics software (\$4,000); 13) treadmills (\$6,400); 14) In-car video camera (\$5,000); 15) laptop computer for field training officers (\$3,100); 16) solar flashing school zone signs (\$6,000); 17) Smith work out machine (\$1,500); 18) solar powered pole mounted radar box (\$4,000).

Chief Ullrich stated that item 9 will not be necessary at this time and is therefore cut (\$1,800). Item 14 may be covered by the BAPS as part of their local contribution to a local beneficiary (\$5,000).

Chairman Camerer suggested a larger radar box would be more effective.

Chief Ullrich stated that they had a larger unit in previous years but it was very difficult to lift and mount. He suggested supplementing these devices with an officer at the site.

President Wallace stated that he thought it would be beneficial to save the \$30,000 for item 3, investigations vehicle, that only has 76,000 miles on it. He asked them to let this go for another year. He also questioned item 7, ballistic shields.

Chief Ullrich stated that his officers respond to the initial call. Once they know the circumstances they call NIPAS who may not even come out if it does not meet their criteria. It is then up to his department to deal with the situation on their own. If NIPAS does come out, there is still a response time for them to get here, set up and get everyone into place. If there is an active shooter and unfortunately, that is happening a lot more around the country, his officers are going to go there and they are trained to go in. If it's a school or a business or whatever and there is active shooting going on, they are going to go in and try and stop that threat. He wants them to have the tools that they need to try to do that as safely as possible.

President Wallace asked about the amount that we spend in parking for the 4th of July event. He thought it would be beneficial for this Board to see that we are not only giving \$12,000 for fireworks, but \$50-\$60,000 for police support. He thought it would be beneficial for the Board to see the financials from the 4th of July committee. He also expressed concern about accidents (somebody getting run over). It is a very popular event, which is great, but something inevitably is going to happen. He suggested busing



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residents in and out to avoid this. He did not think that the Village should be responsible for this transportation. He wanted to make sure that we maintain the cost of the safety.

Chairman Reinke referred to item 12, cellphone forensics software. He thought that it sounded like one of those "nice to have" but not like a "got to have" item. He asked if there was a neighboring municipality or the Sheriff of Cook or DuPage have this software. Can we just work with them and not buy it?

Chief Ullrich stated that Naperville is the only town that has this right now. It is not just having the software, it is having someone in the area that is trained to be able to use it. Chris is one of those people who received a grant from the Secret Service to go for additional training. This item could be cut from the budget but it would assist them in those types of investigations.

Administrator Schumacher stated but they have had a number of situations over the last year where having access to the cellular data and the person that knows how to use that software, would have helped our investigations and saved several days of waiting.

Chief Ullrich proposed that perhaps they could use money from the equitable sharing fund for this software.

Chairman Reinke asked how they aggressively leverage the fact that maybe we have this and another department does not.... perhaps share, swap, trade, barter?

President Wallace stated that he hopes we are sending letters to IDOT every single week and every single day documenting the accidents on Route 59 and Stearns, Route 59 and Army Trail, etc. He asked the Chief to send pictures of every little accident as they occur.

Chief Ullrich stated that they have committed to it and we need to do our best to increase our visibility at those intersections and enforce the traffic while working with IDOT to get this done as quickly as possible.

Chief Ullrich stated that one of the challenges he has now with some of the people who have retired and who have had a lot of training is that they take those skills with them. He now has new people in these positions and he must get them trained to set the department up for the future with a succession plan. A lot of his command staff is getting to the point where they could retire. His Professional Development detail requested about \$125,000 and they reduced that to about \$110,000. The good news is that the Suburban Law Enforcement Academy \$16,800 may be significantly reduced in the future. His Professional Association detail remains the same as last year.

President Wallace stated that his group insurance was up over \$100,000.



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Finance Director Todd Dowden stated that at the beginning of the year they budget so much per department, based on how many full-time employees they had. It is not based on their actual type of insurance. That amount is allocated, as far as insurance costs go, and the salaries fluctuate whether they have retirements or openings during the year. That is why the salaries are down but the insurance does not fluctuate or adjust during the year.

Chairman Camerer asked if there was really a need for the St. Charles pistol range when they are going to have quite a capable range in the new building?

Chief Ullrich stated that the St. Charles range offers a 100 yard rifle range and the police department only has a 25 yard range. It allows the officers to shoot at longer distances and also offers the ability for the officers to shoot outside.

Building

Building Director Brian Goralski stated that the building department continues to stay busy with all the new development and the economy doing well. Permit numbers are figured to stay strong. They are currently reviewing some new permit software to enhance the building program. They are looking at an online permit submittal. Digitizing files and adding scanners for the permit techs will streamline the permit process. They continue to assist new and existing businesses in town. They have no Personnel requests and his Capital Outlay is as follows: 1) 3 Scanners for support staff (\$1,200); 2) 3 Office chairs (\$750); 3) Plan table for permit tech (\$500). His Professional Development has been cut by 13% and his Professional Association is the same.

Chairman Reinke asked why his document imaging services increased by 67%.

Mr. Goralski stated that the large architectural plans for the commercial buildings must be sent out for scanning since they are so large.

Chairman Reinke asked if when the commercial developer comes in, do they require them to submit the drawings digitally.

Mr. Goralski stated that they need one set for the file and one for the field inspectors.

Ms. Schumacher suggested that perhaps they could request an extra copy upon submittal.



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Public Works

Public Works Director Dan Dinges stated that Public Works consists of Streets, Water, Sewer and Parking.

Streets

He stated that the Streets Department is no longer doing brush pickup so with that extra time they are planning to get storm sewer, pavement patching and bike path maintenance done. In order to do that, they had to add funding for additional materials. They went back to the 50/50 tree purchase program. They are utilizing several social media avenues to keep the public informed of road construction on Stearns Road. They have a Personnel request for a GIS Intern (split between Community Development and Public Works). This person will locate GIS utilities to make our maps more accurate. His Capital Outlay includes: 1) Two large dump trucks (\$270,000); 2) 2 wheel drive pick-up truck (\$30,000); 3) Fire detection system for west garage (\$25,000); 4) Skid steer loader (\$60,000); 5) Two riding mowers (\$20,000). His Professional Development is the same with the addition of a LEAD program at COD for management training. Professional Association remains the same. They are proposing resurfacing of the parking lots for the spring of 2019.

Chairman Reinke asked why there were two employees attending the Illinois Arborist Association tradeshow when we only have one arborist.

Mr. Dinges stated that the arborist usually takes one of the tree trimmers since there is a lot of training on proper tree trimming.

President Wallace left the meeting at 7:36 p.m.

Water

Mr. Dinges stated that the biggest increase in his budget is that Elgin is proposing a 7% rate increase. They are ready to go out to bid for the pump station, they are working through the loan process, the goal is to get on the IEPA list for loan funding by the end of July. They painted the Kent Circle water tower and will go out to bid on the Villa Olivia water tower. His Personnel Request is for the shared GIS intern. His Capital Outlay includes a new roof for the Oneida garage (\$12,000). His Professional Development and Professional Associations remain the same.

Sewer

Mr. Dinges stated that his Personnel Request includes the split GIS Intern. His Capital Outlay includes the following: 1) Centrifuge repair (\$60,000); 2) 30 Kw towable diesel generator (\$30,000); 3) 6" towable trash pump (\$30,000); 4) Utility box for Ford 250 (\$12,000). His Professional Development and Professional Associations remain the same.



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Parking

Mr. Dinges stated that the only item under his Capital Outlay is the ten parking benches (\$9,000).

Community Development

Community Development Director Jim Plonczynski stated that they continue to move forward in reviewing their projects in the Village. They handle the planning, zoning, GIS mapping, addressing, recording of plats, processing of FOIA's and issues various permits for residential/commercial property maintenance code. They have added the Health Officer to their department and traded him out with Administration for the Economic Development Coordinator. They continue to review projects in the Blue Heron, Bluff City, and Brewster Creek business parks and various commercial areas downtown. They no longer have the Kickstand Classic bike race in town. They hope to take steps towards the Transit Oriented Development (TOD) plan. They have worked with the building department in trying to review the building permit and development process to make it more streamlined. The administrative site plan review process has been streamlined and allows plans to go straight to the building department if they don't have special uses or variances. They process close to 1,500 FOIA requests per year. They have hired a broker to market the property on Lake and Route 59. Blue Heron Business Park has three buildings occupied.

His Personnel Request includes the shared GIS Intern. Capital Outlay includes two tablets, licenses and printers for code and health officers (\$5,500). Professional Development and Professional Association Detail remains the same.

Chairman Reinke asked if the bulk of the legal notice costs are reimbursed by the petitioners.

Mr. Plonczynski stated "no", we charge a flat fee and it is included in the cost. The legal notices range at about \$75-\$125. For a variance we charge \$300. The only thing we pass along to the developer or petitioner is our consultant fees or our attorney fees on reviewing or preparing an ordinance. We do our own in-house signage.

Chairman Reinke stated that he thought we should have the petitioners pay for the legal notices.

Mr. Plonczynski stated that they are proposing an increase in the fees in the near future. He stated that they can certainly charge the commercial and the private developer the fees and exclude the residents.

Chairman Carbonaro stated that at the last budget review meeting, Chairman Reinke suggested cutting the projector (\$20,000) for council chambers from the Central Services



VILLAGE OF BARTLETT COMMITTEE MINUTES

March 14, 2018

budget. He wondered if there was something they could trade off or could it be repaired instead of replacing it, considering they can't hear each other from three feet away.

Ms. Schumacher stated that the problem is the shape of the room, and the sound tends to bounce.

Chairman Deyne thanked the staff for the hard work they put into this budget.

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting adjourned at 7:58 p.m.

Lorna Giles
Village Clerk

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/3/2018**

100-GENERAL FUND REVENUES

420230-BUILDING PERMITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORPORATE IDENTIFICATION SOLUTIONS	DUPLICATE PAYMENT FOR SIGN PERMIT	520.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	5.00
INVOICES TOTAL:		525.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - APRIL 2018	15,236.22
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - APRIL 2018	141.35
INVOICES TOTAL:		15,377.57

1100-VILLAGE BOARD/ADMINISTRATION

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	35.42
INVOICES TOTAL:		35.42

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 KEVIN WALLACE	DINNER MEETING/WEST CHICAGO OFFICIALS	308.80
INVOICES TOTAL:		308.80

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TERRENCE LYNCH	DEPOSIT/MUSEUM PERFORMANCE	100.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	38.69
INVOICES TOTAL:		138.69

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSURED WASTE SOLUTIONS LLC	WASTE CONTAINER PICK UP	810.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	21.80
INVOICES TOTAL:		831.80

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	20,858.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/3/2018**

1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	150.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	850.07
	<u>INVOICES TOTAL:</u>	<u>22,783.07</u>

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 INTERGOVERNMENTAL RISK	FEBRUARY DEDUCTIBLE	9,408.37
	<u>INVOICES TOTAL:</u>	<u>9,408.37</u>

1400-FINANCE

522950-ORDINANCE CODIFICATION

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 STERLING CODIFIERS INC	ORDINANCE SUPPLEMENTS	2,426.00
	<u>INVOICES TOTAL:</u>	<u>2,426.00</u>

523110-LEGAL PUBLICATIONS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 PADDOCK PUBLICATIONS INC	BUDGET HEARING NOTICE	33.35
	<u>INVOICES TOTAL:</u>	<u>33.35</u>

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CREEKSIDE PRINTING	LIQUOR LICENSES	99.47
1 CREEKSIDE PRINTING	BUSINESS LICENSES	114.31
1 WAREHOUSE DIRECT	BUSINESS LICENSE APPLICATIONS	28.92
1 WAREHOUSE DIRECT	HAND SANITIZER/KLEENEX	20.16
	<u>INVOICES TOTAL:</u>	<u>262.86</u>

532300-POSTAGE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	17.25
	<u>INVOICES TOTAL:</u>	<u>17.25</u>

542100-REBATES

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

546900-CONTINGENCIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COOK COUNTY RECORDER OF DEEDS	RECORDING FEES	186.00
	<u>INVOICES TOTAL:</u>	<u>186.00</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/3/2018**

1500-COMMUNITY DEVELOPMENT

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEBQA INC	ANNUAL FOIA SERVICE AGREEMENT	5,160.00
	INVOICES TOTAL:	5,160.00

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	21.34
	INVOICES TOTAL:	21.34

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	59.64
	INVOICES TOTAL:	59.64

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	100.39
1 ANGELA L ZUBKO	TUITION REIMBURSEMENT	1,488.12
	INVOICES TOTAL:	1,588.51

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS GIS ASSOCIATION	MEMBERSHIP DUES	65.00
	INVOICES TOTAL:	65.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK	SUPPLEMENTAL BOND	1.00
	INVOICES TOTAL:	1.00

1600-BUILDING

511200-TEMPORARY SALARIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDRZEJ NYCZ	ELECTRICAL INSPECTIONS	120.00
	INVOICES TOTAL:	120.00

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	1,024.25
	INVOICES TOTAL:	1,024.25

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/3/2018**

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	140.18
INVOICES TOTAL:		140.18

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	40.00
INVOICES TOTAL:		40.00

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADT SECURITY SERVICES	ALARM MONITORING SERVICE	43.45
1 FULTON SIREN SERVICES	ANNUAL MAINTENANCE AGREEMENT	451.94
1 STERICYCLE INC	SERVICE AGREEMENT	50.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY BILLING	255.00
1 VERIZON WIRELESS	WIRELESS SERVICES	467.61
INVOICES TOTAL:		1,268.00

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DATACOM	UCC UPDATE	449.00
INVOICES TOTAL:		449.00

524240-IMPOUNDING ANIMALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY ANIMAL CARE	ANIMAL SERVICES	180.00
INVOICES TOTAL:		180.00

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	622.56
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	30.00
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	129.95
INVOICES TOTAL:		782.51

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABILITY AWARDS INC	PLAQUES/ENGRAVING FEES	581.21
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	123.10
1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER MEDICATION	20.13
1 MICHAEL KMIECIK	LUTHER'S K9 FOOD	70.13
1 STREICHER'S INC	MEDALS	226.00
1 STREICHER'S INC	MEDALS/TIE BARS	411.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/3/2018

1 WAREHOUSE DIRECT	INK CARTRIDGE	98.64
1 WAREHOUSE DIRECT	TONER	128.43
1 WAREHOUSE DIRECT	TONER	151.77
INVOICES TOTAL:		1,810.41

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALEA	NAMEPLATES/SERVING SINCE BARS	51.00
1 STREICHER'S INC	CITATION PINS	118.00
1 STREICHER'S INC	MEDALS/TIE BARS	91.75
INVOICES TOTAL:		260.75

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	MONTHLY SUBSCRIPTION	195.78
INVOICES TOTAL:		195.78

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	8,309.66
INVOICES TOTAL:		8,309.66

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	FILE TABS	14.77
1 WAREHOUSE DIRECT	NOTARY STAMP	27.50
1 WAREHOUSE DIRECT	STAMPS/ENVELOPES	118.95
1 WAREHOUSE DIRECT	ENVELOPES	5.90
INVOICES TOTAL:		167.12

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRACEY DENDINGER	TRAINING EXPENSES	81.00
** 1 ILLINOIS PARK LAW ENFORCEMENT ASSOC	TRAINING REGISTRATION FEE	75.00
1 INIA	CONFERENCE REGISTRATION	425.00
1 KATHRYN R JUZWIN	CONSULTING SERVICES	3,750.00
1 MICHAEL MCGUIGAN	CONFERENCE EXPENSES	219.40
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	100.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	125.00
1 NORTHWEST POLICE ACADEMY	SEMINAR FEES	25.00
1 NORTHWEST POLICE ACADEMY	SEMINAR FEES	100.00
1 NORTHWEST POLICE ACADEMY	SEMINAR FEES	50.00
1 MANUEL PEREZ	TRAVEL EXPENSES/DEA CASE	502.62
1 ROBERT SWEENEY	TRAINING EXPENSES	88.50
1 ROBERT SWEENEY	TRAINING EXPENSES	88.50
1 ROBERT SWEENEY	CONFERENCE EXPENSES	219.40
INVOICES TOTAL:		5,849.42

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/3/2018**

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRIME ANALYSTS OF ILLINOIS	MEMBERSHIP RENEWAL/N ACKERLEY	35.00
1 SECRETARY OF STATE	NOTARY PUBLIC FEE	10.00
1 WEST BEND MUTUAL INSURANCE CO	NOTARY FEE/A BABIC	50.00
INVOICES TOTAL:		95.00

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEW ALBERTSONS INC	FOOD PURCHASE	33.94
INVOICES TOTAL:		33.94

545100-EMERGENCY MANAGEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	2.11
INVOICES TOTAL:		2.11

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STANARD & ASSOCIATES INC	POLICE SERGEANT EXAM FEES	10,098.69
INVOICES TOTAL:		10,098.69

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HANOVER PARK POLICE DEPT	REIMBURSEMENT/DESTROYED PHONE	150.00
1 NORTHERN ILLINOIS POLICE	REPORT INTERPRETATION	57.50
1 THYSSENKRUPP ELEVATOR CORPORATION	ELEVATOR REPAIRS/FLOOD DAMAGE	1,400.00
INVOICES TOTAL:		1,607.50

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PATTEN INDUSTRIES INC	WHEEL LOADER RENTAL	369.00
INVOICES TOTAL:		369.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	240.32
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	142.41
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	15.28
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,430.22
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	52.97
INVOICES TOTAL:		1,881.20

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 4/3/2018**

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	32.22
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	562.85
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	416.50
1 ULTRA STROBE COMMUNICATIONS INC	TRUCK RADIO MAINTENANCE	75.00
INVOICES TOTAL:		1,086.57

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	BRIDGE INSPECTIONS	1,400.00
INVOICES TOTAL:		1,400.00

527112-SERVICE TO MAINTAIN STR LIGHTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMUND & NELSON CO	STREET LIGHT REPAIRS	3,921.00
INVOICES TOTAL:		3,921.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	149.95
1 CORE & MAIN LP	MATERIALS & SUPPLIES	180.00
1 FASTENAL COMPANY	MATERIALS & SUPPLIES	142.89
1 GRAINGER	FIRE HOSE NOZZLES	51.68
1 JSN CONTRACTORS SUPPLY	MARKING PAINT	712.80
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS/TAPE	27.50
1 LYNN ROBERTS	REIMBURSEMENT/DAMAGED MAILBOX	47.39
INVOICES TOTAL:		1,312.21

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	TOOLS/MAINTENANCE SUPPLIES	274.98
1 GRAINGER	MAINTENANCE SUPPLIES	54.32
INVOICES TOTAL:		329.30

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	EAR MUFFS/HARD HATS	99.50
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY GOGGLES	75.00
INVOICES TOTAL:		174.50

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BELL FUELS INC	FUEL PURCHASE	5,073.35
** 1 WEX BANK	FUEL PURCHASES	11,569.21

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/3/2018**

INVOICES TOTAL: 16,642.56

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/INK CARTRIDGE/SUPPLIES	99.35
1 WAREHOUSE DIRECT	COFFEE/CREAMER/SUPPLIES	92.06
INVOICES TOTAL:		191.41

534230-SNOW PLOWING SALT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DETROIT SALT COMPANY LLC	ROCK SALT	5,418.30
1 DETROIT SALT COMPANY LLC	ROCK SALT	5,511.49
1 DETROIT SALT COMPANY LLC	ROCK SALT	7,453.72
1 DETROIT SALT COMPANY LLC	ROCK SALT	12,778.27
INVOICES TOTAL:		31,161.78

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	TOOLS/MAINTENANCE SUPPLIES	918.52
1 DEKANE EQUIPMENT CORPORATION	EQUIPMENT MAINTENANCE SUPPLIES	508.25
1 GRAINGER	MAINTENANCE SUPPLIES	26.16
1 KIMCO USA INC	SALT CONVEYER REPAIRS	6,555.75
1 MONROE TRUCK EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	634.24
1 MONROE TRUCK EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	248.80
INVOICES TOTAL:		8,891.72

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M	SIGN MAKING MATERIALS	1,660.50
1 3M	SIGN MAKING MATERIALS	306.00
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	20.20
1 TRAFFIC CONTROL & PROTECTION INC	MAINTENANCE SUPPLIES	168.75
1 TRAFFIC CONTROL & PROTECTION INC	STOP SIGNS	856.00
INVOICES TOTAL:		3,011.45

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY BILLING	99.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY BILLING	69.00
1 UNIFIRST CORPORATION	MATS	12.38
1 UNIFIRST CORPORATION	MATS	12.38
INVOICES TOTAL:		192.76

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEINER ELECTRIC COMPANY	FLUORESCENT LIGHTS	27.72
1 STEINER ELECTRIC COMPANY	FLUORESCENT LIGHTS	46.20

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/3/2018**

1 WEST SIDE ELECTRIC SUPPLY INC	STREET LIGHT SUPPLIES	97.30
INVOICES TOTAL:		171.22

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DOGFATHER HOT DOGS	P.W. LUNCHEON	62.00
1 INTERGOVERNMENTAL RISK	OSHA SEMINAR	18.33
INVOICES TOTAL:		80.33

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CHRISTOPHER B BURKE ENG LTD	M&M-FEMA NORTH AVENUE BASIN	2,336.00
1 WELCH BROS INC	MAINTENANCE MATERIALS	566.40
1 WELCH BROS INC	GRAVEL PURCHASE	34.27
1 WELCH BROS INC	GRAVEL PURCHASE	51.38
1 WELCH BROS INC	GRAVEL PURCHASE	171.73
INVOICES TOTAL:		3,159.78

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KARA CO	GPS EQUIPMENT	3,456.67
INVOICES TOTAL:		3,456.67

4200-MUNICIPAL BLDG PROJECTS EXP

585058-2016 POLICE STATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WILLIAMS ARCHITECTS	POLICE STATION	28,104.79
INVOICES TOTAL:		28,104.79

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDRZEJ BARTOSZ	VBR BOND REFUND	1,000.00
INVOICES TOTAL:		1,000.00

5000-WATER OPERATING EXPENSES

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MARCH 2018 BILLING	424.99
INVOICES TOTAL:		424.99

524120-UTILITIES

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/3/2018**

1 COMMONWEALTH EDISON CO	ELECTRIC BILL	80.44
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	89.87
INVOICES TOTAL:		170.31

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	GRAVEL PURCHASE	34.27
1 WELCH BROS INC	GRAVEL PURCHASE	51.38
1 WELCH BROS INC	PVC PIPE	191.80
1 WELCH BROS INC	GRAVEL PURCHASE	171.73
INVOICES TOTAL:		449.18

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	994.75
INVOICES TOTAL:		994.75

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	1,201.82
INVOICES TOTAL:		1,201.82

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/INK CARTRIDGE/SUPPLIES	99.34
1 WAREHOUSE DIRECT	COFFEE/CREAMER/SUPPLIES	92.07
INVOICES TOTAL:		191.41

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	MARCH BILLS POSTAGE	1,688.02
INVOICES TOTAL:		1,688.02

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY BILLING	99.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY BILLING	69.00
1 UNIFIRST CORPORATION	MATS	12.38
1 UNIFIRST CORPORATION	MATS	12.38
INVOICES TOTAL:		192.76

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METER	2,275.00
INVOICES TOTAL:		2,275.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DOGFATHER HOT DOGS	P.W. LUNCHEON	62.00
1 ILLINOIS SECTION AWWA	SEMINAR REGISTRATION	150.00
1 INTERGOVERNMENTAL RISK	OSHA SEMINAR	18.33
INVOICES TOTAL:		230.33

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MID CENTRAL WATER WORKS ASSOC	ANNUAL MEMBERSHIP DUES	100.00
INVOICES TOTAL:		100.00

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KARA CO	GPS EQUIPMENT	3,456.67
INVOICES TOTAL:		3,456.67

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DONALD DEAN MACK	REFUND/WATER BILL OVERPAYMENT	29.20
1 MARVELS HAIR CENTER	REFUND/WATER BILL OVERPAYMENT	96.65
1 RAY PIESCIOK	REFUND/WATER BILL OVERPAYMENT	37.95
INVOICES TOTAL:		163.80

5090-WATER CAPITAL PROJECTS EXP

581035-WATER SYSTEM MODELING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CHRISTOPHER B BURKE ENG LTD	LAKE STREET PUMP STATION UPGRADE	10,290.00
1 CHRISTOPHER B BURKE ENG LTD	WATER SYSTEM MODELING/PLAN	9,534.00
INVOICES TOTAL:		19,824.00

581037-DWC PUMP STA,STORAGE,LAND

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CHRISTOPHER B BURKE ENG LTD	DWC RECEIVING STATION FACILITY	41,553.05
** 1 CHRISTOPHER B BURKE ENG LTD	DWC RECEIVING STATION FACILITY	45,388.74
** 1 CHRISTOPHER B BURKE ENG LTD	DWC RECEIVING STATION FACILITY	57,451.59
** 1 CHRISTOPHER B BURKE ENG LTD	DWC RECEIVING STATION FACILITY	8,778.31
INVOICES TOTAL:		153,171.69

581038-VILLAGE SYSTEM IMPROVMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REMPE-SHARPE & ASSOCIATES INC	BARTLETT TRANSMISSION MAIN	52,961.46

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 52,961.46

5100-SEWER OPERATING EXPENSES

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LIFT WORKS INC	EQUIPMENT RENTAL	550.00
		<u>INVOICES TOTAL: 550.00</u>

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MARCH 2018 BILLING	424.98
		<u>INVOICES TOTAL: 424.98</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	220.70
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	123.72
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	157.71
		<u>INVOICES TOTAL: 502.13</u>

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	1,408.12
1 ULTRA STROBE COMMUNICATIONS INC	RADIO INSTALLATION	185.85
		<u>INVOICES TOTAL: 1,593.97</u>

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEENAH FOUNDRY COMPANY	MANHOLE SEWER LIDS	842.00
1 NEENAH FOUNDRY COMPANY	SOLID LIDS	1,018.24
1 WELCH BROS INC	GRAVEL PURCHASE	34.27
1 WELCH BROS INC	GRAVEL PURCHASE	51.38
1 WELCH BROS INC	PVC PIPE/LUBE	119.98
1 WELCH BROS INC	GRAVEL PURCHASE	171.74
		<u>INVOICES TOTAL: 2,237.61</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	149.96
1 HACH COMPANY	LAB SUPPLIES	667.80
1 STANDARD EQUIPMENT CO	MATERIALS & SUPPLIES	24.70
		<u>INVOICES TOTAL: 842.46</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	1,790.39

** Indicates pre-issue check.

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INVOICES TOTAL: 1,790.39

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	MARCH BILLS POSTAGE	1,688.02
<u>INVOICES TOTAL:</u>		<u>1,688.02</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CERTIFIED BALANCE & SCALE CORP	LAB BALANCE CLEANING/CALIBRATION	286.00
1 DPS EQUIPMENT SERVICES INC	DRUM SCREEN REPAIR	4,900.00
1 LAN ELECTRIC INC	WWTP BLOWER REPAIRS	5,256.27
1 WEST SIDE ELECTRIC SUPPLY INC	EQUIPMENT MAINTENANCE SUPPLIES	79.80
1 WEST SIDE ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	76.83
<u>INVOICES TOTAL:</u>		<u>10,598.90</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY BILLING	99.00
1 UNIFIRST CORPORATION	MATS	12.39
1 UNIFIRST CORPORATION	MATS	12.39
<u>INVOICES TOTAL:</u>		<u>123.78</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DOGFATHER HOT DOGS	P.W. LUNCHEON	62.00
1 INTERGOVERNMENTAL RISK	OSHA SEMINAR	18.34
<u>INVOICES TOTAL:</u>		<u>80.34</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KARA CO	GPS EQUIPMENT	3,456.66
<u>INVOICES TOTAL:</u>		<u>3,456.66</u>

510000-SEWER FUND

200504-FRWRD PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE COUNTY SEWER TREATMENT	283.81
<u>INVOICES TOTAL:</u>		<u>283.81</u>

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - MARCH 2018	520.00

** Indicates pre-issue check.

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1 UNIFIRST CORPORATION	MATS	14.10
1 UNIFIRST CORPORATION	MATS	14.10
INVOICES TOTAL:		548.20

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	96.85
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	112.08
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	489.68
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	12.21
INVOICES TOTAL:		710.82

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	98.76
1 ERNEST WINDOWS INC	WINDOW CLEANING SERVICES	360.00
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	550.00
INVOICES TOTAL:		1,008.76

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH BURRIS	PLUMBING SERVICES	345.00
1 TEMPERATURE ENGINEERING INC	EXHAUST FAN INSTALLATION	2,657.08
1 TEMPERATURE ENGINEERING INC	AIR EXCHANGER REPAIRS	642.69
INVOICES TOTAL:		3,644.77

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	257.78
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	916.89
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	10.91
INVOICES TOTAL:		1,185.58

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUPPLYWORKS	TRASH BAGS/BATH TISSUE	277.59
INVOICES TOTAL:		277.59

534331-PURCHASES - GOLF SHOES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF SHOES	93.10
1 ACUSHNET COMPANY	GOLF SHOES	93.11
INVOICES TOTAL:		186.21

** Indicates pre-issue check.

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534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	103.02
1 ACUSHNET COMPANY	GOLF BALLS	4,061.82
INVOICES TOTAL:		4,164.84

534333-PURCHASES - GOLF CLUBS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIZUNO USA INC - NDC	GOLF CLUBS	527.14
1 TAYLOR MADE GOLF COMPANY	GOLF CLUBS	328.34
1 TAYLOR MADE GOLF COMPANY	GOLF CLUBS	612.55
1 TAYLOR MADE GOLF COMPANY	GOLF CLUBS	445.71
INVOICES TOTAL:		1,913.74

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHT BULBS/FLUORESCENT LIGHTS	272.20
INVOICES TOTAL:		272.20

5510-GOLF MAINTENANCE EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
INVOICES TOTAL:		225.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	305.64
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	3.64
INVOICES TOTAL:		309.28

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SAFETY-KLEEN SYSTEMS INC	AUTOMOTIVE SUPPLIES	157.48
INVOICES TOTAL:		157.48

534300-EQUIPMENT MAINTENANCE MATLS

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

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1 AIRGAS NORTH CENTRAL	EQUIPMENT MAINTENANCE SUPPLIES	342.79
1 BURRIS EQUIPMENT CO	EQUIPMENT MAINTENANCE SUPPLIES	229.36
1 BURRIS EQUIPMENT CO	EQUIPMENT MAINTENANCE SUPPLIES	95.24
1 O'REILLY AUTOMOTIVE INC	EQUIPMENT MAINTENANCE SUPPLIES	95.00
1 REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	115.48
	<u>INVOICES TOTAL:</u>	<u>877.87</u>

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 TOP TO BOTTOM INSTALLATIONS	BURGLAR ALARM MONITORING	150.00
	<u>INVOICES TOTAL:</u>	<u>150.00</u>

541600-PROFESSIONAL DEVELOPMENT

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

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	55.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	192.87
1 INDUSTRIAL STEAM CLEANING	EXHAUST SYSTEM CLEANING	345.00
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
	<u>INVOICES TOTAL:</u>	<u>667.87</u>

524120-UTILITIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	152.82
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1.82
	<u>INVOICES TOTAL:</u>	<u>154.64</u>

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CINTAS CORPORATION	FIRST AID SUPPLIES	20.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	60.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	22.72
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	56.00
1 PAUL PETERSEN	PRINTING/LAMINATING 2018 MENUS	171.18
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	54.00
	<u>INVOICES TOTAL:</u>	<u>383.90</u>

534320-PURCHASES - FOOD & BEVERAGE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	127.87

** Indicates pre-issue check.

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1 EUCLID BEVERAGE LLC	BEER PURCHASE	107.69
1 EUCLID BEVERAGE LLC	BEER PURCHASE	227.52
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	338.37
1 GRECO AND SONS INC	FOOD PURCHASE	30.95
1 GRECO AND SONS INC	FOOD PURCHASE	181.90
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	379.88
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	229.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	249.00
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	51.50
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	54.01
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	40.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	57.92
1 LAKESHORE BEVERAGE	BEER PURCHASE	49.37
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	344.81
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	113.46
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	52.64
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	780.02
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	691.12
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	46.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	252.71
1 TEC FOODS INC	FOOD PURCHASE	89.10
INVOICES TOTAL:		4,494.84

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 ALSCO	LINEN SERVICES	139.15
1 ALSCO	LINEN SERVICES	119.57
1 ALSCO	LINEN SERVICES	71.30
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	192.88
1 INDUSTRIAL STEAM CLEANING	EXHAUST SYSTEM CLEANING	345.00
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
INVOICES TOTAL:		959.90

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	FISH FRY ADVERTISING	60.00
1 NEI-TURNER MEDIA GROUP INC	ADVERTISING	1,200.00
INVOICES TOTAL:		1,260.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	152.82
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1.82
INVOICES TOTAL:		154.64

** Indicates pre-issue check.

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530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	FIRST AID SUPPLIES	20.09
1 EDWARD DON & COMPANY	FOOD SERVICE SUPPLIES	60.98
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	60.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	50.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	30.98
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	90.00
1 MLA WHOLESALE INC	FLOWERS	77.25
1 SIGN-A-RAMA	WEDDING BANNER	45.00
1 SIGN-A-RAMA	WEDDING BANNER	45.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	104.29
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	54.00
INVOICES TOTAL:		637.59

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SIR SPEEDY	ENVELOPES	152.95
INVOICES TOTAL:		152.95

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,150.81
1 EUCLID BEVERAGE LLC	BEER PURCHASE	107.69
1 EUCLID BEVERAGE LLC	BEER PURCHASE	282.23
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	702.50
1 GRECO AND SONS INC	FOOD PURCHASE	123.98
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	242.76
1 GRECO AND SONS INC	FOOD PURCHASE	29.98
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	254.22
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	366.33
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	147.63
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	121.91
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	134.01
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	103.00
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	153.35
1 LAKESHORE BEVERAGE	BEER PURCHASE	57.93
1 LAKESHORE BEVERAGE	BEER PURCHASE	49.38
1 NEW ALBERTSONS INC	FOOD PURCHASES	352.45
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	473.72
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	1,000.05
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	558.84
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	33.30
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	71.11
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	210.11
1 TEC FOODS INC	FOOD PURCHASE	59.40
INVOICES TOTAL:		6,786.69

** Indicates pre-issue check.

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6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	2,616.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY BILLING	255.00
INVOICES TOTAL:		2,871.00

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SHI	WEB USAGE REPORTING SYSTEM	1,499.00
1 TKB ASSOCIATES INC	LASERFICHE SOFTWARE RENEWAL	8,253.00
INVOICES TOTAL:		9,752.00

523001-PERSONNEL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	114.00
INVOICES TOTAL:		114.00

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	206.51
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - FEB 2018	2,705.00
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - MARCH 2018	2,705.00
1 SIMPLEXGRINNELL	FIRE ALARM MAINTENANCE AGREEMENT	1,870.76
1 UNIFIRST CORPORATION	MATS	46.30
1 UNIFIRST CORPORATION	MATS	46.30
INVOICES TOTAL:		7,579.87

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,032.94
INVOICES TOTAL:		4,032.94

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	611.77
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	8.09
INVOICES TOTAL:		619.86

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	76.90
1 WAREHOUSE DIRECT	PAPER/BATH TISSUE/COFFEE	617.11
1 WAREHOUSE DIRECT	HAND SANITIZER/KLEENEX	202.35

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INVOICES TOTAL: 896.36

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEST SIDE ELECTRIC SUPPLY INC	FLUORESCENT LIGHTS	219.60
		<u>INVOICES TOTAL: 219.60</u>

900000-POOLED CASH & INVESTMENT FUND

100002-CASH - MONEY MARKET

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JACQUELINE LEW	ONLINE PAYMENT MADE IN ERROR	337.68
		<u>INVOICES TOTAL: 337.68</u>

GRAND TOTAL: 517,670.15

GENERAL FUND	169,127.45
MUNICIPAL BUILDING FUND	28,104.79
DEVELOPER DEPOSITS FUND	1,000.00
WATER FUND	237,496.19
SEWER FUND	24,173.05
PARKING FUND	1,259.02
GOLF FUND	30,086.34
CENTRAL SERVICES FUND	26,085.63
POOLED CASH & INVESTMENT FUND	337.68
GRAND TOTAL	517,670.15

** Indicates pre-issue check.

COMMUNITY DEVELOPMENT MEMORANDUM

18-045

DATE: March 22, 2018
TO: Paula Schumacher, Village Administrator
FROM: Jim Plonczynski, CD Director
RE: Bartlett Police Special Display Permit Request

Attached is the application and letter from Sergeant Kyle Rybaski, Public Services Bureau, requesting a **SPECIAL DISPLAY PERMIT** to allow for a twenty-foot (20') tall McGruff the Crime Dog inflatable balloon to be on display at the National Night Out at Bartlett Park, 102 N. Eastern Ave. This event is scheduled to take place on Tuesday, August 7th, 2018 for a 24 hour period.

The petitioner is requesting that the Special Display permit be approved in compliance with Village Ordinance 10-12-4:O. "Special Displays: Special displays used for holidays, public demonstrations, or the promotion of civic welfare or charitable purposes, provided they are approved by the Village Board after submission of a written application, they contain no non-charitable advertising, and they are removed by the deadline established by the board in their approval."

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.il.us
 Web: www.village.bartlett.il.us



COMMUNITY DEVELOPMENT

MAR 19 2018

For Office Use Only:	
Permit #:	<u>201800398</u>
Received:	
(Village Stamp)	

Sign Permit Application

Applicant Data BARTLETT PD	228 S MAIN STREET BARTLETT, IL 60103	630-540-5120
Name	Address/Email	Phone/Fax #
Job Location BARTLETT PARK	102 N. EASTERN AVE. BARTLETT	630-540-5120
Name of Tenant	Address	Phone #
Property Owner/Management Co. Data BARTLETT PARK DIST.	696 W STEARNS ROAD	630-540-4800
Name	Address	Phone #
Sign Contractor Data SGT. RYBASKI	630-837-0846	
Name <u>ON BEHALF OF</u> <u>IL CRIMINAL JUSTICE AUTHORITY</u>	Phone/Fax/Email	Bartlett Lic. # & Exp.
Electrician's Name	Phone #	Bartlett Lic. # & Exp.

Signage Data: ALL SIGNS MUST BE UL LISTED AND LABELED * Estimated Cost of Project \$ _____	
*** Plan Review Fee: Payable at the time of application. \$50 nonrefundable fee for new sign permit applications plus a \$40 electrical plan review fee for new illuminated signs. A \$40 nonrefundable fee will be charged for the second and subsequent plan reviews. ***	
Permanent Sign Type: <input checked="" type="checkbox"/> Non-Illuminated (\$55) <input type="checkbox"/> Internally Illuminated (\$75) <input type="checkbox"/> Externally Illuminated (\$75)	
<input checked="" type="checkbox"/> Ground <input type="checkbox"/> Tenant Panel <input type="checkbox"/> Wall <input type="checkbox"/> Window <input type="checkbox"/> Awning/Canopy <input checked="" type="checkbox"/> Pole <input type="checkbox"/> Roof <input type="checkbox"/> Sign Plan/Amendment	
Ground/Pole Signs Overall Height <u>20</u> ft. # of faces <u>1</u> Width <u>8</u> ft. Height <u>20</u> ft. Depth <u>5</u> ft. Total Sign Area _____ sq.ft. Setback _____ ft.	Wall/Window Signs Projection _____ in. Width _____ ft. Height _____ ft. Total Sign Area _____ sq.ft.

*No sign shall be constructed, erected, originally painted, converted, altered, rebuilt, enlarged, remodeled, relocated or expanded **BEFORE** a permit for such sign has been obtained in accordance with the standards and procedures set out in Chapter 12 of the Bartlett Zoning Ordinance. A violation of this ordinance could result in a fine of \$50-\$750.

RS
Initials of Applicant*

Signature of Property Owner/Management: [Signature]
 Signature of Tenant: _____
 Signature of Applicant (if other than above): [Signature] #53

Zoning: <u>P1</u> Street Frontage: _____	For Office Use Only:	
Ind. Max. Allowed: _____	Total Max. Signage Allowed: _____	
Approved Signs: Existing Signage: _____	Total Requested Signage: _____ Remaining: _____	
Sign 1 Dimensions: _____	Sign 2 Dimensions: _____	Sign 3 Dimensions: _____
Setbacks: _____	Max. Height: _____	Easements: _____ Vision Triangle: _____
Approved By: _____	Date: _____	Plan Review Fee: \$ _____ Permit Fee: \$ _____ Total Fee: \$ _____



Est. 1892

DEPARTMENT OF POLICE

The Village of Bartlett



Police Department, 228 South Main Street, Bartlett, Illinois 60103-4495
Telephone 630.837.0846 Fax 630.837.0865

RECEIVED
COMMUNITY DEVELOPMENT

MAR 19 2018

VILLAGE OF
BARTLETT

March 19, 2018,

Village President Kevin Wallace
Village of Bartlett
228 S. Main Street
Bartlett, Illinois 60103

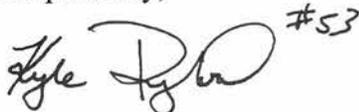
Dear Village President Wallace and Board of Trustees:

On Tuesday, August 7, 2018, the Village of Bartlett will be participating in its 25th Annual National Night Out Picnic in the Park. As a part of this celebration, we are requesting a permit for an 8 ft. x 20 ft. x 5 ft. inflatable McGruff the Crime Dog balloon at Bartlett Park. It will require a 20 ft. x 20ft. area to stake and 24 hour 20 amp. service. The balloon needs to be on grass no further than 100 ft. from an electrical source. It will stay inflated for a 24-hour period on the date listed above.

I am requesting Village Board approval under Zoning and Planning requirements.

Please feel free to contact me at (630) 837-0846 if you have any further questions regarding this matter.

Respectfully,

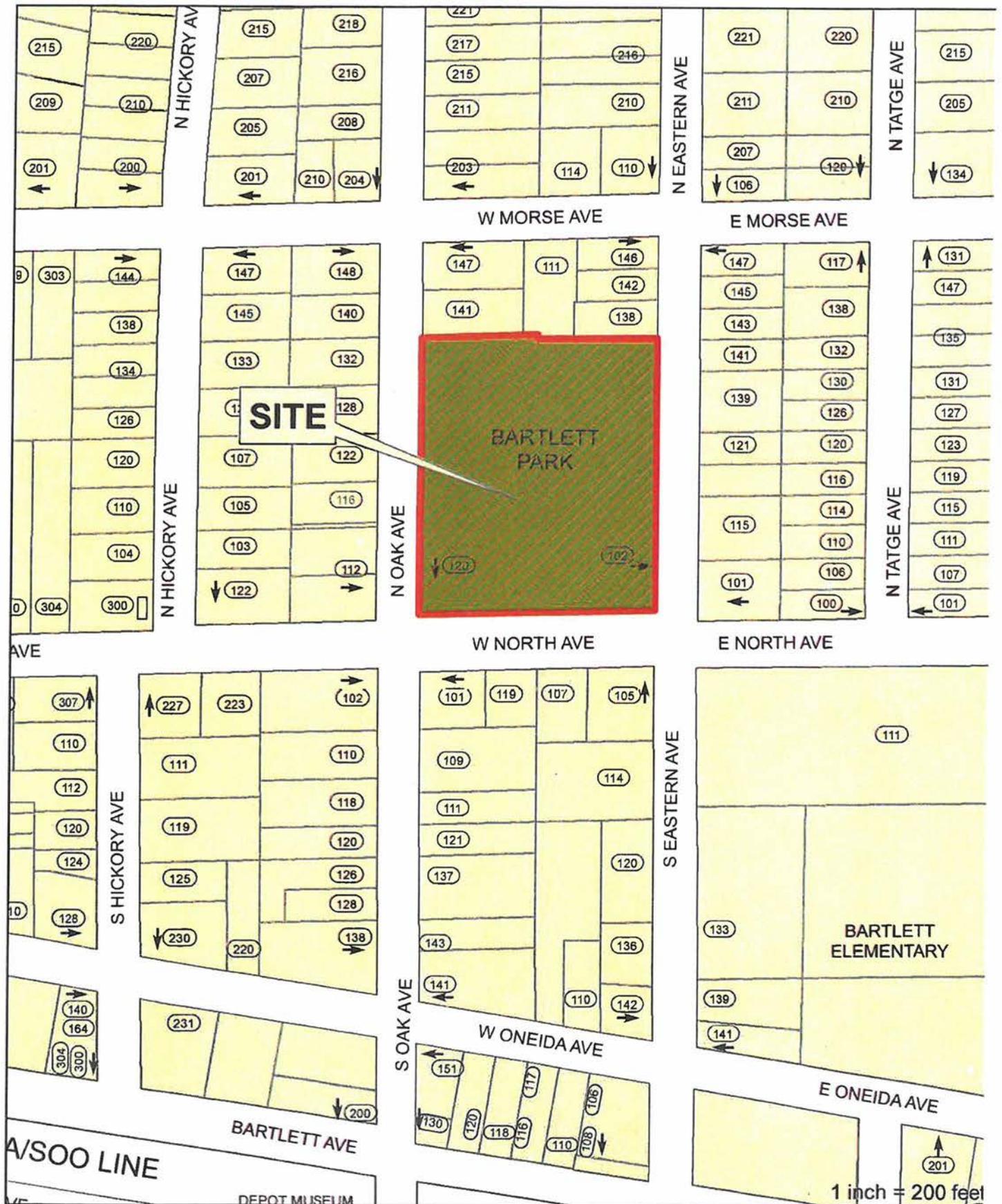


Sergeant Kyle Rybaski
Public Services Bureau



450th Nationally
Accredited

LOCATION MAP



Village of Bartlett
Finance Department Memo
2018 - 07

DATE: March 26, 2018
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: 2018/19 Budget Approval

The Village Board reviewed the fiscal year 2018/19 budget at the March 6th, March 14th, and March 20th Finance Committee meetings. The following adjustments were made to the proposed budget:

1. Administration Department: Community Relations – Total civic funding for the year was reduced 5% to \$31,160 from \$32,800.
2. Administration Department: Community Relations – reduced medical waste collection program from \$6,000 to \$3,000.
3. Police Department: Capital Outlay - reduced by \$30,000 for one investigations vehicle and \$33,000 for one patrol vehicle to be purchased from the Vehicle Replacement Fund.
4. Police Department - Capital Outlay - reduced by \$1,800 for school resource officer laptop.
5. Police Department: Capital Outlay - XRY cellphone forensics software costing \$4,000 will remain in budget but be funded by equitable sharing funds.
6. Streets Department: Capital Outlay – reduced by \$135,000 for one large dump truck with a plow to be purchased from the Vehicle Replacement Fund.
7. Central Services Fund: Capital Outlay - reduced \$60,000 by the removal of the backup and disaster recovery system and the council chambers projector. The increase to General Fund transfers to Central Services will be reduced \$39,000 and the increase to Water and Sewer Fund transfers will be reduced by \$10,500 each.
8. Golf Program Department: Personnel Services – reduced \$4,631 for a correction to regular salaries and employee retirement contribution.
9. Real Estate Transfer Tax revenue was increased by \$25,000 to \$645,000 and Building Permits was increased by \$50,000 to \$690,000.

Attached is the budget resolution to adopt the FY 2018/19 budget. A Public Hearing was conducted on March 20th, 2018. Budgeted expenditures total \$101,627,659.

MOTION: I move to approve Resolution 2018-_____, a resolution adopting the Fiscal Year 2018/19 Budget in the amount of \$101,627,659.

RESOLUTION 2018- -R

**A RESOLUTION ADOPTING THE VILLAGE OF BARTLETT BUDGET
FOR FISCAL YEAR 2018/2019**

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

SECTION ONE: That the Budget for the Village of Bartlett for the Fiscal Year beginning May 1, 2018 and ending April 30, 2019 is hereby adopted in the aggregate sum of \$101,627,659 after a Public Hearing was held on March 20, 2018, pursuant to a notice published in the Daily Herald on March 7, 2018.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 3, 2018

APPROVED: April 3, 2018

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 2018- -R enacted on April 3, 2018, and approved on April 3, 2018, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name Repeal of Natural Gas Use Tax Committee or Board Board

BUDGET IMPACT

Amount:	\$500,000	Budgeted	N/A
List what fund	All Funds		

EXECUTIVE SUMMARY

Attached is an ordinance to repeal the Municipal Natural Gas Use Tax in its entirety.

ATTACHMENTS (PLEASE LIST)

Memo
Ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Ordinance 2018-_____, an ordinance repealing Title 14, Chapter 1, of the Bartlett Municipal Code to repeal and eliminate the Municipal Natural Gas Use Tax in its entirety.

Staff: Todd Dowden, Finance Director Date: 03/27/18

Village of Bartlett
Finance Department Memo
2018 - 08

DATE: March 27, 2018
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: Repeal of Natural Gas Use Tax

At the March 20th Board Meeting, a home-rule sales tax of 1% was approved. The tax will be effective July 1, 2018 and is expected to generate \$1,600,000 of revenue on an annual basis. With the approval of the sales tax, the Board committed to repealing the Municipal Natural Gas Use Tax and the Electricity Use Tax. These taxes combined after senior rebates generated about \$600,000 annually. The repeal of the utility taxes will be effective June 1, 2018, one month before the implementation of the sales tax. With the repeal of the taxes, senior rebates will be issued for the last time in the summer of 2018 for taxes paid during the 2017/18 fiscal year. Attached is an ordinance to repeal the Municipal Natural Gas Use Tax.

Motion: I move to approve Ordinance 2018-____An ordinance repealing Title 14, Chapter 1, of the Bartlett Municipal Code to repeal and eliminate the Municipal Natural Gas Use Tax in its entirety.

ORDINANCE 2018 - _____

**AN ORDINANCE REPEALING TITLE 14, CHAPTER 1, OF THE
BARTLETT MUNICIPAL CODE TO REPEAL AND ELIMINATE THE MUNICIPAL
NATURAL GAS USE TAX IN ITS ENTIRETY**

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
ON THE 3RD DAY OF APRIL, 2018**

**PUBLISHED IN PAMPHLET FORM BY THE AUTHORITY OF THE
CORPORATE AUTHORITIES OF THE VILLAGE OF BARTLETT,
COOK, DUPAGE AND KANE COUNTIES, ILLINOIS
THIS 4TH DAY OF APRIL, 2018**

ORDINANCE NO. 2018 - _____

**AN ORDINANCE REPEALING TITLE 14, CHAPTER 1, OF THE
BARTLETT MUNICIPAL CODE TO REPEAL AND ELIMINATE THE MUNICIPAL
NATURAL GAS USE TAX IN ITS ENTIRETY**

WHEREAS, on May 1, 2012, the President and Board of Trustees of the Village of Bartlett adopted Ordinance 2012-31:

“An Ordinance Amending the Bartlett Municipal Code by the Addition of Title 14, Chapter 1, Which Imposes a Municipal Natural Gas Use Tax”

(“Ordinance 2012-31”), the substantive provisions thereof now codified as Title 14, entitled “MUNICIPAL UTILITY TAXES”, Chapter 1, entitled “Municipal Natural Gas Use Tax”, of the Bartlett Municipal Code; and

WHEREAS, on April 21, 2015, the President and Board of Trustees of the Village of Bartlett (the “Corporate Authorities”) adopted Ordinance 2015-96:

“An Ordinance Amending Title 14, Chapter 1, Section 14-1-3 of the Bartlett Municipal Code to Lower the Municipal Natural Gas Use Tax”

(“Ordinance 2015-96”); and

WHEREAS, the Corporate Authorities desire to amend Title 14, Chapter 1 of the Bartlett Municipal Code to provide tax relief to its citizens, business owners and property owners by repealing and eliminating the Municipal Natural Gas Use Tax heretofore imposed with respect to the use or consumption of natural gas within the corporate limits of the Village of Bartlett that is purchased in a Sale at Retail as defined in Title 14, Chapter 1 of the Bartlett Municipal Code, beginning with the first bills issued on or after June 1, 2018, as hereinafter set forth in this Ordinance, to allow the tax collectors delivering natural gas to purchasers who use or consume natural gas acquired in a purchase at retail sufficient time to implement the repeal and elimination of the municipal natural gas use taxes heretofore imposed by Ordinance 2012-31, as amended by Ordinance 2015-96; and codified in the Bartlett Municipal Code at Title 14 entitled ‘UTILITY TAXES’, Chapter 1, entitled “MUNICIPAL NATURAL GAS USE TAX”, as hereinafter set forth in this Ordinance; and

WHEREAS, the Village of Bartlett is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, in furtherance of its home rule powers, it is necessary and desirable for the Village of Bartlett to repeal and eliminate municipal natural gas use tax imposed and created by Title 14, Chapter 1, as hereinafter set forth in this Ordinance;

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: REPEAL OF MUNICIPAL GAS USE TAX. The Bartlett Municipal Code be and it is hereby further amended by repealing Title 14, entitled "UTILITY TAXES", Chapter 1, entitled "MUNICIPAL NATURAL GAS USE TAX" of the Bartlett Municipal Code in its entirety.

SECTION TWO: SEVERABILITY. Any Section or provision of this Ordinance that is construed to be invalid or void shall not affect the remaining Sections or provisions which shall remain in full force and effect thereafter.

SECTION THREE: EFFECTIVE DATE. This Ordinance shall be in full force and effect, and shall be controlling, upon its passage, approval and publication in pamphlet form according to law; provided, however, that the repeal of Title 14, Chapter 1, of the Bartlett Municipal Code shall be effective with respect to bills issued on or after June 1, 2018; provided, further, that any amounts due or payable for any tax periods ending prior to June 1, 2018 are nevertheless to remain payable as if this Ordinance had not been adopted.

PASSED by the Board of Trustees of the Village of Bartlett on April 3, 2018.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 3, 2018

APPROVED: April 3, 2018

APPROVED AND SIGNED by the Village President of the Village of Bartlett on April 3, 2018.

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 2018 – _____ enacted on April 3, 2018, approved on April 3, 2018, and published in pamphlet form on April 4, 2018, as the same appears from the official records of the Village of Bartlett.

Lorna Giles



Agenda Item Executive Summary

Item Name Repeal of Electricity Use Tax Committee or Board Board

BUDGET IMPACT

Amount:	\$160,000	Budgeted	N/A
List what fund	All Funds		

EXECUTIVE SUMMARY

Attached is an ordinance to repeal the Municipal Electricity Use Tax in its entirety.

ATTACHMENTS (PLEASE LIST)

Memo
Ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Ordinance 2018-_____, an ordinance repealing Title 14, Chapter 2, of the Bartlett Municipal Code to repeal and eliminate the Municipal Electricity Use Tax in its entirety.

Staff: Todd Dowden, Finance Director Date: 03/27/18

Village of Bartlett
Finance Department Memo
2018 - 09

DATE: March 27, 2018
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: Repeal of Electricity Use Tax

At the March 20th Board Meeting, a home-rule sales tax of 1% was approved. The tax will be effective July 1, 2018 and is expected to generate \$1,600,000 of revenue on an annual basis. With the approval of the sales tax, the Board committed to repealing the Municipal Natural Gas Use Tax and the Electricity Use Tax. These taxes combined after senior rebates generated about \$600,000. The repeal of the utility taxes will be effective June 1, 2018, one month before the implementation of the sales tax. With the repeal of the taxes, senior rebates will be issued for the last time in the summer of 2018 for taxes paid during the 2017/18 fiscal year. Attached is an ordinance to repeal the Municipal Electricity Use Tax.

Motion: I move to approve Ordinance 2018-_____ An ordinance repealing Title 14, Chapter 2, of the Bartlett Municipal Code to repeal and eliminate the Municipal Electricity Use Tax in its entirety.

ORDINANCE 2018 - _____

**AN ORDINANCE REPEALING TITLE 14, CHAPTER 2, OF THE
BARTLETT MUNICIPAL CODE TO REPEAL AND ELIMINATE THE MUNICIPAL
ELECTRICITY USE TAX IN ITS ENTIRETY**

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
ON THE 3RD DAY OF APRIL, 2018**

**PUBLISHED IN PAMPHLET FORM BY THE AUTHORITY OF THE
CORPORATE AUTHORITIES OF THE VILLAGE OF BARTLETT,
COOK, DuPAGE AND KANE COUNTIES, ILLINOIS
THIS 4TH DAY OF APRIL, 2018**

ORDINANCE NO. 2018 - _____

**AN ORDINANCE REPEALING TITLE 14, CHAPTER 2, OF THE
BARTLETT MUNICIPAL CODE TO REPEAL AND ELIMINATE THE MUNICIPAL
ELECTRICITY USE TAX IN ITS ENTIRETY**

WHEREAS, on May 1, 2012, the President and Board of Trustees of the Village of Bartlett adopted Ordinance 2012-32:

“An Ordinance Amending the Bartlett Municipal Code by the Addition of Title 14, Chapter 2, Which Imposes a Municipal Electricity Use Tax”

(“Ordinance 2012-32”), the substantive provisions thereof now codified as Title 14, entitled “MUNICIPAL UTILITY TAXES”, Chapter 2, entitled “MUNICIPAL ELECTRICITY USE TAX”, of the Bartlett Municipal Code; and

WHEREAS, on April 21, 2015, the President and Board of Trustees of the Village of Bartlett (the “Corporate Authorities”) adopted 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”

(“Ordinance 2015-27”); and

WHEREAS, the Corporate Authorities desire to further amend Title 14, Chapter 2 of the Bartlett Municipal Code to provide tax relief to its citizens, business owners and property owners by repealing and eliminating the Municipal Electricity Use Tax heretofore imposed with respect to the use or consumption of electricity by residential and non-residential customers within the corporate limits of the Village of Bartlett beginning with the first bills issued on or after May 1, 2018 to allow the tax collectors delivering electricity to purchasers who use or consume electricity acquired in a purchase at retail, sufficient time to implement the repeal and elimination in its entirety of the municipal electricity use taxes heretofore imposed by Ordinance 2012-32, as amended by Ordinance 2015-27 and codified in the Bartlett Municipal Code at Title 14, entitled “UTILITY TAXES”, Chapter 2 entitled “MUNICIPAL ELECTRICITY USE TAX, as hereinafter set forth in this Ordinance; and

WHEREAS, the Village of Bartlett is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, in furtherance of its home rule powers, it is necessary and desirable for the Village of Bartlett to repeal and eliminate the municipal electricity use tax imposed and created by Title 14, Chapter 2, of the Bartlett Municipal Code in its entirety, as set forth in this Ordinance;

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: REPEAL OF MUNICIPAL ELECTRICITY USE TAX. The Bartlett Municipal Code be and it is hereby further amended by repealing Title 14 entitled "UTILITY TAXES", Chapter 2, entitled "MUNICIPAL ELECTRICITY USE TAX", in its entirety.

SECTION TWO: SEVERABILITY. Any Section or provision of this ordinance that is construed to be invalid or void shall not affect the remaining Sections or provisions which shall remain in full force and effect thereafter.

SECTION THREE: EFFECTIVE DATE. This Ordinance shall be in full force and effect, and shall be controlling, upon its passage, approval and publication in pamphlet form according to law; provided, however, that the repeal of Title 14, Chapter 2, of the Bartlett Municipal Code shall be effective with respect to bills issued on or after June 1, 2018; provided, further, that any amounts due or payable for any tax periods ending prior to June 1, 2018 are nevertheless to remain payable as if this this Ordinance had not been adopted.

PASSED by the Board of Trustees of the Village of Bartlett on April 3, 2018.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 3, 2018

APPROVED: April 3, 2018

APPROVED AND SIGNED by the Village President of the Village of Bartlett on April 3, 2018.

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 2018 – _____ enacted on April 3, 2018, approved on April 3, 2018, and published in pamphlet form on April 4, 2018, as the same appears from the official records of the Village of Bartlett.

Lorna Giles



Agenda Item Executive Summary

Item Name Cleaning Contract RFP Committee or Board Village Board

BUDGET IMPACT

Amount:	\$46,596-year one, \$49,200-year two	Budgeted	\$88,000-year one
List what fund	Central Services		

EXECUTIVE SUMMARY

The Village recently distributed an RFP for Janitorial Services at village hall, the police station, Metra station and golf course. The contract period would begin May 1, 2018 and continue through April 30th, 2020, with the option of a one year extension. Unlike in previous years, the contract will have a single price for year one and a separate price for year two of the contract. This was done in connection with the police facility expansion because the first seven months of the contract will have less square footage requiring janitorial services than the rest of the contract period.

The lowest proposal was submitted by Multisystem Management Company out of Schaumburg, IL. Multisystem Management Company had positive references and were the lowest proposal received. Staff recommends accepting their proposal in the amount of \$46,596 for the first year and \$49,200 for the second year. There is currently a combined total of \$88,000 for janitorial services proposed in the 2018-2019 budget.

ATTACHMENTS (PLEASE LIST)

Memorandum, Motion, Resolution, Agreement

ACTION REQUESTED

For Discussion Only _____

Resolution X

Ordinance _____

Motion: X

MOTION: I move to approve resolution 2018-_____, a resolution approving of the janitorial services agreement between the Village of Bartlett and Multisystem Management Company.

Staff: Sam Hughes, Management Analyst Date: 3/26/2018

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Sam Hughes, Management Analyst
Date: 3/26/2018
Re: Cleaning Contract RFP

The Village of Bartlett has retained the same janitorial cleaning company since 2012. For this reason and the additional square footage added by the new police facility, staff has distributed a request for proposals (RFP) for janitorial services at the Village Hall, Police Department, Bartlett Train Station, and Bartlett Hills Golf Course. Per the RFP, janitorial services will continue at the Village Hall five days per week and seven days per week for the Police Department. The Metra Station will receive services five days per week and Bartlett Hills Golf Course will continue to receive service seven days per week during the golf season and three days per week during the off-season. The company that is selected will start a two-year contract on May 1, 2018. Upon mutual agreement, the contract can be extended an additional year.

With the Bartlett police facility still under construction, the amount of building space requiring janitorial services will increase seven months into the contract. The first phase of the police building will be completed in May and move in will occur shortly after. The second phase of the building is not scheduled to be completed until the end of November. When the second phase is completed, the space requiring janitorial services will increase from 29,351 to 38,446 square feet. Because of this, the contractors were asked to provide pricing for the first year and second years of the contract, separately. This was done with the intent to make pricing the services more manageable, as well as in the hopes that the first year of service would be priced at a lower rate. The Village held an optional walk-through for prospective janitorial companies on Tuesday, March 13th to answer questions about the RFP. Below is a chart showing the yearly pricing of the 6 proposals submitted.

Company	May 1, 2018 - April 30, 2018	May 1, 2019- April 30, 2020
Multisystem Management Company	\$ 46,596	\$ 49,200
Eco Clean Maintenance Inc.	\$ 46,440	\$ 55,488
Perfect Cleaning Services Inc.	\$ 51,540	\$ 53,076
Crystal Maintenance Services Corp.	\$ 60,430	\$ 63,720
Total Facilities Maintenance Inc.	\$ 66,632	\$ 66,632
Alpha Building Maintenance Services Inc.	\$ 103,023	\$ 112,064

The lowest cost proposal was submitted by Multisystem Management Company (MMC) out of Schaumburg, Illinois. MMC has been in business since 2011 and employs over 20 twenty staff members, some with over 20 years of experience. MMC provides janitorial services for other Chicagoland municipalities and school districts and staff received positive reviews from all references contacted.

Based on their experience and references, staff recommends selecting the proposal submitted by Multisystem Management Company out of Schaumburg in the amount of \$46,596 for year one and \$49,200 for year two. There is currently a combined total of \$88,000 for janitorial services proposed in the 2018-2019 budget. A copy of the resolution and the janitorial service agreement are attached for your review.

MOTION

I move to approve resolution 2018-_____, a resolution approving of the janitorial services agreement between the Village of Bartlett and Multisystem Management Company.

RESOLUTION 2018 - _____

**A RESOLUTION APPROVING OF THE JANITORIAL SERVICES
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT
AND MULTISYSTEM MANAGEMENT COMPANY**

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

SECTION ONE: The Janitorial Services Agreement dated May 1, 2018, between the Village of Bartlett and Multisystem Management Company (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: April 17, 2018

APPROVED: April 17, 2018

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 2018 - _____ enacted on April 17, 2018, and approved on April 17, 2018, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

JANITORIAL SERVICES AGREEMENT

This Janitorial Services Agreement (the "Agreement") is entered this 1st day of May, 2018, between the Village of Bartlett, an Illinois home rule municipality (the "Village") and Multisystem Management Company (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:

1. Cleaning Services. Contractor shall perform janitorial services and provide all cleaning supplies, equipment and materials required therefore (collectively, "Cleaning Supplies") at the Village Hall and Police Department located at 228 S. Main Street, Bartlett, Illinois, 60103, the Bartlett Hills Golf Course Clubhouse and Midway located at 800 W. Oneida, Bartlett, Illinois, 60103, and the Bartlett Train Station located at 120 E. Railroad Avenue, Bartlett, Illinois, 60103 (collectively, the "Property Sites"), in strict compliance with the Village of Bartlett-Janitorial Services Request for Proposal dated February 26, 2018, including Proposal Exhibits A, B, C, D, E, F and G attached thereto (the "RFP"), as modified by Addendum No. 1 thereto, and are attached hereto together with the Contractor's Proposal, each of which are expressly incorporated herein (the "Contract Documents"), which the Contractor shall perform in strict compliance with the terms and conditions herein (the "Cleaning Services"). Cleaning Services shall be performed on the days and at the times specified in the RFP in strict compliance with the Schedule of Cleaning set forth in the RFP.

2. Terms. The Term of this Agreement shall commence on May 1, 2018 and expire on April 30, 2020, unless sooner terminated as provided herein. Upon mutual agreement between the Village and the Contractor, the term of this agreement can be extended one (1) additional year.

3. Contract Sum. The Contract Sum for the Cleaning Services from May 1, 2018 through November 30, 2018 is \$3,728 monthly and includes all costs of Contractor performing the Cleaning Services in strict compliance with the terms and conditions herein, including but not limited to providing all Cleaning Supplies. The Contract Sum for the Cleaning Services from December 1, 2018 through the life of the contract is \$4,100 monthly and includes all costs of Contractor performing the Cleaning Services in strict compliance with the terms and conditions herein, including but not limited to providing all Cleaning Supplies. Payments shall be made in accordance with paragraph 4 and 20B below.

4. Payment Procedures. The Village shall pay Contractor the monthly Contract Sum following the Village's determination that all Cleaning Services have been performed in strict compliance with the requirements herein, by the third Tuesday following the month in which the Cleaning Services have been completed. The Village reserves the right to discount the monthly invoice for work not performed or performed

in an unsatisfactory manner. The discount is not to be considered a penalty but rather will be in direct proportion of the time and materials necessary for the Village staff to perform those services as described in the contract at a satisfactory level. A discount will be demanded after written notice is given to the Contractor first class regular mail outlining a specific complaint(s) and/or how the terms of the contract are not being fulfilled. On the first occurrence of a specific complaint or default, the Contractor will have five (5) working days to evaluate the performance or source of the complaint and implement corrective measures and cure the default. If, after the five-day period, an improvement to the service or contract default is not evident by the Village, then the discount will be levied to the monthly invoice. On the second occurrence of the same or similar incident, complaint or default, only three (3) days will be given to the Contractor to implement corrective measures and to cure the default before the discount is applied. The third and subsequent occurrence of the same incident or breach will result in an automatic discount to the monthly invoice and will be considered a breach of contract. The Village may also deduct from any payment required hereunder, the cost of any Repair Work not completed in a timely manner by Contractor, in accordance with paragraph 14 herein. In the event Cleaning Services are performed for a portion of a month, the Cleaning Services Fees shall be prorated based on the number of days said Cleaning Services were performed and based on the itemized billing schedule set forth on Exhibit B, subject to any deductions set forth in this paragraph 4.

5. Non-Discrimination.

A. Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, color, national origin, marital status, ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by the Contractor in all contracts entered into with suppliers of materials or services, and all labor organizations and/or subcontractors furnishing skilled, unskilled and/or craft skilled labor and/or who may otherwise perform any such labor or services in connection with this Contract.

B. The Contractor shall comply with all applicable federal, state and local sexual harassment laws.

6. Compliance with Law. All goods, equipment, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable Federal, State and local laws relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA) and all applicable Village Ordinances and Codes. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village, its officials, officers, employees, and agents from loss or damage, including, but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of federal, state or local law. This obligation shall survive the expiration and/or termination of this Agreement.

7. Indemnity. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village, and its officials, officers, employees, and agents, against all injuries, deaths, damage to property, loss, damages, claims, patent claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, which may in any way arise directly or indirectly from (i) the Cleaning Services and/or any Repair Work provided hereunder; (ii) any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, sub-contractors of any tier, suppliers, and/or agents; and/or (iii) any breach or default under this Agreement by Contractor; except to the extent caused by the negligence of a party indemnified hereunder; in which case Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Village 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 Village as herein provided. This obligation shall survive the expiration and/or termination of this Agreement.

8. Binding Obligation and Non-Assignability. Contractor shall not assign and/or delegate 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 unapproved assignment and/or delegation shall be null and void.

9. Taxes. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes. The cost of any such taxes is included in the Contract Sum set forth in paragraph 3 above.

10. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Cleaning Services required hereunder, including, but not limited to, Project Sites inspection, and represents and warrants that Contractor can perform the Cleaning Services in strict compliance with the terms and conditions herein. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Cleaning Services 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.

11. Insurance Requirements. Contractor shall procure and maintain for the duration of the 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 the Cleaning Services and/or the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- iii. **Workers' Compensation:** as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.

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

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

- i. **Additional Insured Status.** The Village, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
- ii. **Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

- iii. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the Village.
 - iv. **Waiver of Subrogation.** Contractor hereby grants to Village a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Village by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Village has received a waiver of subrogation endorsement from the insurer.
 - v. **Self-Insured Retentions.** Self-Insured retentions must be declared to and approved by the Village. The Village may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Village.
 - vi. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Village.
 - vii. **Claims Made Policies.** All insurance shall be on an occurrence basis unless pre-approved in writing by the Village Administrator, and such claims-made policy or policies meet the following minimum additional coverage requirements:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided **for at least three (3) years after completion of the contract work.**
 - c. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **three (3)** years after completion of work.
- D. **Verification of Coverage.** Contractor shall furnish the Village with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Village before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Village reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.
- F. **Subcontractors.** Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When

requested by the Village, Contractor shall furnish copies of certificates of insurance evidence coverages for each subcontractor. Failure of any such subcontractor to maintain such insurance shall be considered a material breach of this Agreement by Contractor.

12. Default. In the event of default hereunder by Contractor, the Village shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees.

13. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; or (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid. Notice shall be given to the following:

If to the Contractor:
Multisystem Management Company
1900 East Golf Road – Suite 950
Schaumburg, Illinois, 60173
Attention: Kathy Wiszowaty, General Manger

If to the Village:
Village of Bartlett
228 South Main Street
Bartlett, Illinois, 60103
Attention: Kevin Wallace, Village President

With a copy to:
Bryan E. Mraz
Bryan E. Mraz & Associates, P.C.
111 East Irving Park Road
Roselle, Illinois, 60172

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

14. Repair Work. Contractor shall repair any damage to the Project Site(s) and/or any other Village real and/or personal property attributable to acts and/or omissions of Contractor, its employees, subcontractors of any tier, agents, and/or anyone acting on behalf of any of them, or otherwise attributable to the Cleaning Services, except to the extent such damage is caused by the negligence of the Village or its employees (the "Repair Work"). The Repair Work shall be completed within ten (10) days of the date of said damage (the "Repair Completion Date"). The Village will hold back funds for the Repair Work and/or any costs of replacing any damaged

property in accordance with Section 4 herein. However, such holdbacks shall not relieve Contractor of its obligation to complete the Repair Work required hereunder; nor shall such holdbacks be considered a limit on Contractor's liability hereunder.

15. Assumption of Risk. 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 and/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 Agreement.

16. Incorporation of Documents. The (a) Contractor's Proposal Form, (b) the RFP, and (c) all Exhibits referred to therein and/or herein are hereby expressly incorporated herein and made a part hereof.

17. Conflicting Terms. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Proposal, RFP and/or other exhibits hereto, the terms and conditions of this Agreement shall control to the extent of such conflict or inconsistency.

18. Hazardous Substances. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Sites and/or any other Village property (collectively, the "Village Property") by Contractor, its employees, contractors, subcontractors, agents, suppliers and anyone for whose acts and/or omissions for whom Contractor may be liable (collectively "Contractor's Agents"). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any Village Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of said Village Property, Contractor 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 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 Village 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 Agreement.

19. Criminal Background Checks. Contractor shall be responsible for causing each employee, contractor, sub-contractor and/or other person that will be performing Cleaning Services hereunder to sign an Investigation Authorization and Release form, attached hereto as Exhibit C, and incorporated herein and shall furnish said Authorization and Release forms to the Village Police Department at least ten (10) days prior to that individual performing any Cleaning Services in or on any of the Project Sites.

The Parties agree that in the event any criminal background check discloses a conviction or adjudication as a delinquent minor for committing any felony and/or a misdemeanor involving mortal turpitude, including, but not limited to, a conviction or adjudication as a delinquent minor for any of the Disqualifying Criminal Offenses listed on Exhibit D which is incorporated herein, then such employee, contractor, sub-contractor and/or other person shall be prohibited from performing any Cleaning Services and/or other work hereunder.

20. Termination of Agreement.

- A. Notwithstanding any provision herein to the contrary, the Village may terminate this Agreement with or without cause by providing, not less than five (5) days prior written notice of termination to Contractor.
- B. The Village may amend the Agreement at any time to remove [and/or add on to] one or more of the Project Sites from the Cleaning Services provided hereunder, by providing not less than 48 hours written notice thereof to Contract, in which case the Contract Sum shall be reduced (or increased) accordingly based on the Cleaning Services Fees allocated for the Project Site or Sites, and shall be pro-rated based on the effective date of said notice.

21. Permits and Licenses. Contractor shall obtain, at its own expense, a Village of Bartlett Contractor's License. In addition, Contractor is specifically denied the right of using, in any form or medium, the name of the Village of Bartlett for public advertising unless express permission is granted by the Village.

22. 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, subcontractor or agent of Contractor, is an employee 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, subcontractor 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.

23. No Third Parties and/or Waiver of Statutory Immunities. Notwithstanding any provisions herein to the contrary, 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/or Village who is not a part to this Agreement or to acknowledge, establish or impose any legal duty to any third party. 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, and/or its respective officials, officers, employees, volunteers and/or agents.

24. Miscellaneous.

a. This Agreement supercedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both parties, other than as provided in paragraph 20B above.

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

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

d. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the

enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.

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

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

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

VILLAGE OF BARTLETT

CONTRACTOR: MULTISYSTEM
MANAGEMENT COMPANY

By: _____
Kevin Wallace, Village President

By: _____
Kathy Wiszowaty
General Manager

Attest:

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name Ordinance adding time restrictions for
Commercial refuse haulers Committee
or Board Village Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Over the course of several years, the Village has received numerous complaints about commercial waste haulers collecting refuse and recycling in the Village exceptionally early in the morning. Staff has spoken with the waste haulers asking that they start their operations later in the morning, but in the past, this has only worked for a period of time before we receive another grievance.

At this time, the Village's contract limits residential haulers to operate only between the hours of 7:00 a.m. and 6:00 p.m., but there is no time restriction within our code limiting commercial operations. Staff is proposing to amend our municipal code to limit the commercial haulers from collecting refuse before 7:00 a.m. or after 6:00 p.m. to keep it consistent with our residential regulations, as well as our surrounding communities.

ATTACHMENTS (PLEASE LIST)

Memorandum, Ordinance

ACTION REQUESTED

For Discussion Only _____

Resolution _____

Ordinance X

Motion: x

MOTION: I move to approve Ordinance 2018-_____ An Ordinance amending Title 4, Chapter 2, of the Bartlett Municipal Code adding new section 4-2-9 to restrict the hours of garbage and refuse collections for commercial, business, industrial and large multi-family development collections.

Staff: Samuel Hughes Date: 3/26/2018

Management Analyst

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Sam Hughes, Management Analyst
Date: 3/27/2018
Re: Commercial Waste Hauler Operating Times

The Village has received numerous complaints over the years regarding commercial waste haulers beginning their routes exceptionally early in the morning. The Village has spoken to these companies on behalf of our residents, asking that they start their operations later in the morning. In the past, this has worked for a period of time before we receive another grievance and have to speak with the waste haulers again.

In our residential waste hauler agreement, the Village limits haulers to operate only between the hours of 7:00 a.m. and 6:00 p.m. Bartlett does not have a commercial hauler contract, and there are currently no time restrictions within our municipal code limiting commercial operations. Complaints the Village has received specify commercial haulers starting around 5:00 a.m., two hours before we allow our residential haulers to begin. This early start time heavily affects our residents living near any commercial zones in the Village.

The chart below identifies what the Village of Bartlett, as well as five other surrounding communities do in regards to commercial waste hauler time restrictions. Four out of the five surrounding communities have time restrictions on commercial waste haulers. Three restrict haulers from operating before 7:00 a.m. and one limits haulers from compacting the refuse before 6:00 a.m. in the vicinity of residential areas. To relieve our residents living near commercial zones, staff recommends amending Title 4, Chapter 2 of the Bartlett Municipal Code to amend 4-2-1, Definitions and add section 4-2-9, a section limiting commercial waste haulers to operate only between the hours of 7:00 a.m. and 6:00 p.m., making it consistent with our residential waste hauler agreement and similar to the commercial restrictions of several surrounding communities.

Municipality	Time Restriction	Code Language
Bartlett	No	N/A
Bloomingtondale	No	N/A

Carol Stream	Yes	Non-residential solid waste collection service in all areas of the village shall be limited to Monday through Friday from 7:00 a.m. to 7:00 p.m. Collection service in non- residential areas of the village may be extended to Saturdays between 7:00 a.m. to 7:00 p.m. during those weeks which contain a nationally observed holiday.
Hanover Park	Yes	It shall be unlawful for any person to collect, remove or dispose of garbage or refuse anywhere in the village from 7:00 p.m. until 7:00 a.m. the next day.
South Elgin	Yes	No commercial garbage compactor shall be permitted to be operated on any commercial property within 300 feet of any residential property between the hours of 10:00 p.m. and 6:00 a.m. This prohibition shall restrict only the compaction operation and not the loading of the device.
Streamwood	Yes	Loading Or Unloading Merchandise, Materials, Equipment, Refuse And Recycling Equipment: The creation of unreasonably loud, raucous, and excessive noise in connection with the loading or unloading of any vehicle at a residence or place of business, or the collection of any refuse and/or recycling, between the hours of 10:00 p.m. and 7:00 a.m.- is prohibited.

Motion:

I move to approve Ordinance 2018-_____ An Ordinance amending Title 4, Chapter 2, of the Bartlett Municipal Code adding new section 4-2-9 to restrict the hours of garbage and refuse collections for commercial, business, industrial and large multi-family development collections.

ORDINANCE 2018 - _____

AN ORDINANCE AMENDING TITLE 4, CHAPTER 2, OF THE BARTLETT MUNICIPAL CODE ADDING NEW SECTION 4-2-9 TO RESTRICT THE HOURS OF GARBAGE AND REFUSE COLLECTIONS FOR COMMERCIAL, BUSINESS, INDUSTRIAL AND LARGE MULTI-FAMILY DEVELOPMENT COLLECTIONS

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 Section 4-2-1: DEFINITIONS: of Title 4 of the Bartlett Municipal Code is hereby repealed.

SECTION TWO: That Title 4, Chapter 2, of the Bartlett Municipal Code entitled "GARBAGE AND REFUSE", is hereby amended to add the following new Section 4-2-1: DEFINITIONS: in place of the former Section 4-2-1 repealed in Section One of this Ordinance:

4-2-1: DEFINITIONS:

For the purpose of interpretation and enforcement of this title, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

COMMERCIAL SOLID WASTE COLLECTOR: Any person, firm or corporation who provides collection or removal services of garbage, refuse, recyclable materials or yard waste from non-residential areas, including commercial, business or industrial establishments and large multi-family developments included within the corporate limits of the Village.

GARBAGE: Wastes resulting from the handling, preparation, cooking and consumption of food, and wastes from the handling, storage and sale of produce, and includes but is not limited to, food waste; animal, fruit, vegetable, fish or fowl matter; food containers of any nature and other material of any nature which is subject to rapid decay, purification and generation of noxious gases or odors and which serve as breeding or feeding materials for insects, rodents or other animals.

LARGE MULTI-FAMILY DEVELOPMENT: Any apartment complex of more than two apartment buildings with a minimum of 144 residential rental apartment units where the occupants lease dwelling space and do not own or pay real estate taxes on the leased space and for which complex there is no homeowner, townhome, or condominium association, including the apartment complexes commonly known as the Bartlett Terrace Apartments and the Bartlett Lake Apartments.

NON-RESIDENTIAL SOLID WASTE COLLECTION: The collection and/or removal of garbage, refuse, recyclable materials and/or yard waste from commercial, business,

industrial properties or establishments and/or from large multi-family developments within the Village not included under the franchise or other contract entered by the Village with a residential solid waste collector.

RECYCLABLE MATERIALS: Items which have post-consumer use or value, including but not limited to, the following: paper (newspaper, Kraft paper and mixed paper), glass, steel and bi-metal cans, aluminum, HDPE plastics (milk, water and laundry detergent bottles) and PET plastics (soda bottles).

REFUSE: Every type of waste material that is not garbage, including but not limited to, paper, cartons, boxes, barrels, wood, furniture, bedding, ashes, cinders, construction debris, household appliances, furnishings and fixtures and all other material which is not subject to rapid decay or decomposition and which does not serve as a breeding or feeding material for insects, rodents or other animals.

RESIDENTIAL SOLID WASTE COLLECTOR: Any firm or corporation that has entered a franchise or other contract with the Village to provide garbage, refuse, recyclables and/or yard waste collection and/or removal services from single family detached or attached residences or from multi-family residential complexes (except for large multi-family developments) located within the corporate limits of the Village.

SOLID WASTE COLLECTOR: Any person, firm or corporation who provides collection or removal services of garbage, refuse, recyclables or yard waste.

YARD WASTE: Accumulations of grass or shrubbery cuttings, leaves, tree limbs and other materials accumulated as the result of the maintenance of lawns, shrubbery, vines and trees.

SECTION THREE: That Title 4, Chapter 2, of the Bartlett Municipal Code entitled "GARBAGE AND REFUSE" is hereby amended to add the following new Section 4-2-9: **COMMERCIAL, BUSINESS, INDUSTRIAL AND LARGE MULTI-FAMILY DEVELOPMENT COLLECTIONS:** thereto:

4-2-9: COMMERCIAL, BUSINESS, INDUSTRIAL AND LARGE MULTI-FAMILY DEVELOPMENT COLLECTIONS:

- A. Non-residential solid waste collection of garbage, refuse, recyclable materials, and/or yard waste performed by commercial solid waste collectors shall be limited to Monday through Friday from 7:00 a.m. to 6:00 p.m. Non-residential solid waste contractor service in non-residential areas of the Village may be extended to Saturdays between 7:00 a.m. and 6:00 p.m. during those weeks which contain a nationally observed holiday.
- B. Commercial solid waste collectors shall not perform garbage, refuse, recyclable materials, or yard waste collection and disposal services outside of the hours permitted in subsection A.

- C. No property owner, property management company, or occupant of any commercial, business, industrial or large multi-family development property or establishment shall allow for non-residential solid waste collection outside of the hours permitted in subsection A.
- D. The notice provisions set forth in Section 4-2-6 of this chapter shall not be applicable to a violation of this section.
- E. The general penalty provisions set forth in Section 4-2-8 of this chapter shall not be applicable to a violation of this section.
- F. Penalty. Any person, firm or corporation, including any commercial solid waste collector found liable or convicted of a violation of subsection B of this Section and/or any person, firm or corporation, including any property owner, property management company, or occupant of a commercial, business or industrial property or establishment or large multi-family development found liable or convicted of allowing non-residential solid waste collection in violation of subsection D of this Section shall be fined not less than \$100 nor more than \$750.

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

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

SECTION SIX: EFFECTIVE DATE. This Ordinance shall become effective ten days after its passage, execution by the Village President and publication in pamphlet form as required by law.

ROLL CALL VOTE:

AYES:
 NAYS:
 ABSENT:

PASSED:
 APPROVED:

 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 2018-_____, enacted on _____, 2018, and approved on _____, 2018, and published in pamphlet form on _____, 2018, as the same appears from the official records of the Village of Bartlett.

Lorna Giles



Agenda Item Executive Summary

Item Name	An Ordinance Amending Various Sections of Chapter 19-100 of Title 7 of the Bartlett Municipal Code Regulating the Seizure and Impoundment of Motor Vehicles Used in the Commission of Certain Offenses	Committee or Board	Board
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BUDGET IMPACT			
<i>Amount:</i>	N/A	<i>Budgeted</i>	N/A
<i>List what fund</i>	N/A		
EXECUTIVE SUMMARY			
<p>Attached is the amended ordinance for the seizure and impoundment of motor vehicles used in the commission of certain offenses that now allows notices of hearing and the hearing officer's findings, decision and order to be delivered by personal service or first class mail. Previously, these notices were required to be delivered by certified mail with return receipt requested. The state statute 625 ILCS 5/11-208.7 allows municipalities to serve the notice of hearing by personal service or by first class mail instead of requiring delivery by certified mail. The amended ordinance also includes established procedures that require the village to be liable to the registered owner or lessee of the vehicle for the cost of storage fees and reasonable attorney's costs if the hearing officer finds that the village impounded a vehicle exceeding its authority under the same state statute.</p> <p>The proposed amended ordinance was also recommended by the Internal Disruption Committee (IDC) to significantly reduce mailing costs and the time it takes staff to complete the certified mail and return receipts associated with the impoundment of vehicles for specified violations.</p>			
ATTACHMENTS (PLEASE LIST)			
<ul style="list-style-type: none"> • Police Department Memorandum • Ordinance 			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move the passage of Ordinance 2018- _____, An Ordinance Amending Various Sections of Chapter 19-100 of Title 7 of the Bartlett Municipal Code Regulating the Seizure and Impoundment of Motor Vehicles Used in the Commission of Certain Offenses as presented.

Staff: Patrick B. Ullrich, Chief of Police Date: 3/23/2018
Geoffrey T. Pretkelis, Deputy Chief

POLICE DEPARTMENT MEMORANDUM
18-14

DATE: March 23, 2018

TO: Paula Schumacher, Village Administrator

FROM: Patrick B. Ullrich, Chief of Police 

RE: An Ordinance Amending Various Sections of the Seizure and Impoundment of Motor Vehicles Used in the Commission of Certain Offenses

The attached proposed ordinance amends various sections of Chapter 19-100 of Title 6 of the Bartlett Municipal Code Regulating the Seizure and Impoundment of Motor Vehicles Used in the Commission of Certain Offenses.

Section 11-208.7 "Administrative Fees and Procedures for Impoundment of Motor Vehicles" of the Illinois Vehicle Code was updated on August 19, 2016. It allows municipalities to serve the notice of hearing either by personal service or by first class mail. Previously, municipalities were required to provide the registered owner or lessee of the vehicle with a notice of hearing by certified mail, return receipt requested, and first class mail, postage prepaid to the interested party's address as registered with the Secretary of State. The updated Section of the Illinois Vehicle Code also includes established procedures that require the Village to be liable to the registered owner or lessee of the vehicle for the cost of storage fees and reasonable attorney's costs if the administrative hearing officer finds that the Village impounded a vehicle exceeding its authority.

The proposed amended ordinance would repeal and then amend various new sections and subsections of Title 6 of the Bartlett Municipal Code. This would allow the Village to serve the notice of hearing, a copy of the hearing officer's findings, decisions, and order, and a default order to the registered owner or lessee of the impounded vehicle either by personal service or by first class mail. This would also eliminate the unnecessary language that required the Village to send out the notice by first class mail, postage prepaid, to the last known address in the United States post office database if the sent notice was returned undeliverable. It would also allow the Village to dispose of a vehicle in the manner provided by law for the disposition of abandoned or unclaimed vehicles under Article II Chapter 4 of the Illinois Vehicle Code and Section 6-4-308 of this Title and further provides that all required notices have been sent in the manner provided by law instead of requiring them to be sent by certified mail, return receipt requested or by personal service.

These changes were also recommended by the Internal Disruption Committee (IDC) to significantly reduce mailing costs and the time it takes Village staff to complete the certified mail and return receipts associated with the impoundment of vehicles for specified violations.

The proposed amended ordinance would also put the Village in compliance with the established procedures in 625 ILCS 5/11-208.7 "Administrative Fees and Procedures for Impoundment of Motor Vehicles" that require the Village to be liable to the registered owner or lessee of the vehicle for the cost of storage fees and reasonable attorney's costs if the administrative hearing officer finds that the Village exceeded its authority when impounding a vehicle. It would also amend

Section 6-19-110: DECISION REVIEW that incorrectly referred to the Illinois Administrative Review Law as the Illinois Administrative Review Act.

MOTION: I move to approve Ordinance 2018-____, an Ordinance Amending Various Sections of the Seizure and Impoundment of Motor Vehicles Used in the Commission of Certain Offenses.

ORDINANCE 2018 - _____

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF
CHAPTER 19-100 OF TITLE 6 OF THE BARTLETT MUNICIPAL
CODE REGULATING THE SEIZURE AND IMPOUNDMENT OF MOTOR
VEHICLES USED IN THE COMMISSION OF CERTAIN OFFENSES**

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 Subsections B and C of Section 6-19-106: HEARINGS: of Title 6 of the Bartlett Municipal Code are hereby repealed.

SECTION TWO: That Title 6, Chapter 6-19-100, Section 6-19-106 is hereby amended to add the following new Subsections B and C in place of the former provisions repealed in Section One of this Ordinance:

- B. Notice; Procedures; Hearings: Within ten (10) days after a vehicle is seized and impounded, the chief of police or his/her designee shall notify the registered owner of record, lessee of record, and any lienholder of record, of the seized and impounded vehicle either by personal service or by first class mail, to the interested party's address as recorded with the secretary of state, of the date, time and location of the hearing to be conducted. The initial hearing shall be scheduled and convened no later than forty five (45) days after the date of the mailing of the notice of the hearing. The owner, lessee and/or lienholder shall appear at the hearing and shall enter a determination to contest or not contest the basis of the seizure and impoundment. If the owner, lessee or lienholder elects to contest the basis for the impoundment and seizure, a hearing shall be held immediately, unless continued by order of the hearing officer. Continuances shall only be granted for good cause shown. All interested persons shall be given a reasonable opportunity to be heard at the hearing. At any time prior to the hearing date, the hearing officer may, at the request of the registered owner or lessee of the vehicle, lienholder of record, or the village, direct witnesses to appear and give testimony at the hearing. Subpoenas for the production of witnesses and records may be issued upon request of any interested party. The formal rules of evidence shall not apply at the hearing, and hearsay evidence shall be admissible only if it is of the type commonly relied upon by reasonably prudent persons in the conduct of their affairs. If, after the hearing, the hearing officer determines by a preponderance of the evidence that the vehicle was used or operated in connection with or during the commission or attempted commission of any offense set forth in section 6-19-102 of this part, the hearing officer shall enter an order finding the owner of record and/or lessee of the vehicle civilly liable to the village for an administrative penalty in an amount of five hundred dollars (\$500.00), and the hearing officer shall order the vehicle to remain impounded until the owner, lessee or someone on the owner's or lessee's behalf,

or the lienholder, pays the administrative penalty to the village plus any and all fees to the towing entity or village for the towing and storage of the vehicle as the case may be. At the conclusion of the administrative hearing, the administrative hearing officer shall issue a written decision either sustaining or overruling the vehicle impoundment. If the basis for the vehicle impoundment is sustained by the administrative hearing officer, any administrative fee or bond posted to secure the release of the impounded vehicle shall be forfeited to the village. Unless the administrative hearing officer overturns the basis for the vehicle impoundment, no vehicle shall be released to the owner, lessee, or lienholder of record until all administrative fees and towing and storage charges are paid. If after proper service of notice, the owner of record, lessee, and/or lienholder of record fails to appear at the hearing, the hearing officer shall conduct the hearing in absentia and, if appropriate, enter a default order in favor of the village, a copy of which default order shall be sent to the registered owner and/or lessee of record by first class mail or personal service. If at the hearing held in absentia the hearing officer finds that no such violation occurred, the hearing officer shall order the immediate return of the vehicle and cash bond, if posted, to the owner or lessee without assessing any penalty. If the administrative hearing officer finds that the village impounded a vehicle exceeding its authority under this Code, the village shall be liable to the registered owner or lessee of the vehicle for the cost of storage fees and reasonable attorney's fees.

- C. Official Record: All hearings shall be recorded and said recording shall be the official record of the proceedings. All findings, decisions and orders of the hearing officer shall be reduced to writing, signed by the hearing officer at the conclusion of the administrative hearing, with a copy given to the owner, lessee and/or lienholder who is or are present, and otherwise served upon all interested parties within seven (7) days after the hearing by first class mail or personal service. (Ord. 2012-48, 6-5-2012; Ord. 2018-_____, 4-3-2018).

SECTION THREE: That Section 6-19-107: ADMINISTRATIVE PENALTY, of Title 6 of the Bartlett Municipal Code is hereby repealed.

SECTION FOUR: That Title 6, Chapter 6-19-100, of the Bartlett Municipal Code is hereby amended to add the following new Section 6-19-107: ADMINISTRATIVE PENALTY: in place of the former Section 6-19-107 repealed in Section Three of this Ordinance:

6-19-107: ADMINISTRATIVE PENALTY:

If an administrative penalty is imposed, the penalty, or balance of the penalty, shall constitute a debt due and owing to the village of Bartlett. All fines or penalties shall be paid into the general corporate fund of the village of Bartlett. If a cash bond has been posted the bond shall be forfeited and applied to the penalty. If a vehicle is impounded when a penalty is imposed, and no cash bond has been posted or the bond posted is insufficient to pay the full amount of the penalty imposed, the village may seek to obtain a judgment on the debt and enforce such judgment against the vehicle as provided by

law. Unless stayed by a court of competent jurisdiction, any fine, penalty or administrative fee imposed under this title which remains unpaid in whole or in part after the deadline for seeking judicial review under the administrative review law may also be enforced against the owner or lessee in the same manner as a judgment entered by a court of competent jurisdiction. Except as may otherwise be provided in this part, all vehicles shall continue to be impounded until the penalty is paid to the village and any applicable towing and storage fees are paid to the towing entity or village, as the case may be, in which case possession of the vehicle shall be given to the person who is legally entitled to possess the vehicle, or the vehicle is sold or otherwise disposed of to satisfy a judgment and lien as provided by law. If the vehicle is not retrieved from the towing facility or storage facility and the administrative penalty imposed and applicable towing and storage fees are not paid within thirty (30) days after the expiration of time in which administrative review of the hearing officer's determination may be sought, or within thirty (30) days after an action seeking administrative review has been resolved in favor of the village, whichever is applicable, the vehicle shall be deemed abandoned or unclaimed. The vehicle may be disposed of in the manner provided by law for the disposition of abandoned or unclaimed vehicles under article II, chapter 4³, of the Illinois vehicle code, and section 6-4-308 of this title and further provided all required notices have been sent in the manner provided by law. (Ord. 2012-48, 6-5-2012; Ord. 2018-_____, 4-2-2018)

SECTION FIVE: That Section 6-19-110: DECISION REVIEW of Title 6 of the Bartlett Municipal Code is hereby amended as follows:

6-19-110: DECISION REVIEW:

Any party aggrieved by a final decision of the hearing officer may appeal that decision under the Illinois administrative review law². (Ord. 2010-79, 10-19-2010; Ord 2018-___; 4-2-2018)

SECTION SIX: That the following footnote 3 is hereby added at the end of Title 6, Chapter 6-19-100, following Section 6-19-110 as follows:

"Footnote 3: 625 ILCS 5/4-201, et seq."

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

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

SECTION NINE: EFFECTIVE DATE. This Ordinance shall become effective ten days after its passage, execution by the Village President and publication in pamphlet form as required by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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 2018-_____, enacted on _____, 2018, and approved on _____, 2018, and published in pamphlet form on _____, 2018, as the same appears from the official records of the Village of Bartlett.

Lorna Giles



Agenda Item Executive Summary

Item Name Bartlett Transmission Main IEPA Loan Authorization Ordinance Committee or Board Board

BUDGET IMPACT

Amount:	\$5,250,000	Budgeted	\$6,000,000
List what fund	Water Fund		

EXECUTIVE SUMMARY

The attached ordinance is required per the Illinois Environmental Protection Agency Loan Program. This ordinance authorizes the Village to borrow the funds necessary to pay for the Bartlett transmission mains needed to distribute Lake Michigan water throughout the Village.

ATTACHMENTS (PLEASE LIST)

Memo, Ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Ordinance 2018-_____, an ordinance authorizing the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois to borrow funds from the Public Water Supply Loan Program.

Staff: Dan Dinges, Director of Public Works

Date: 03/23/18

PUBLIC WORKS MEMO



DATE: March 23, 2018

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Bartlett Transmission Main IEPA Loan Authorization Ordinance

The attached ordinance is required per the Illinois Environmental Protection Agency Loan Program. This ordinance authorizes the Village to borrow the funds necessary to pay for the Bartlett transmission mains needed to distribute Lake Michigan water throughout the Village.

MOTION: I move to approve Ordinance 2018-_____, an ordinance authorizing the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois to borrow funds from the Public Water Supply Loan Program.

ORDINANCE 2018 - _____

**AN ORDINANCE AUTHORIZING THE VILLAGE OF BARTLETT, COOK, DUPAGE,
AND KANE COUNTIES, ILLINOIS TO BORROW FUNDS FROM THE
PUBLIC WATER SUPPLY LOAN PROGRAM**

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

WHEREAS, the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, operates its public water supply system (“the System”) and in accordance with the provisions of Article VII, Section 6, of the Illinois Constitution and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

WHEREAS, the Village President and Board of Trustees of the Village of Bartlett (the “Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following: Construction of 12”, 16”, and 24” water mains together with any land or rights in land and all electrical, mechanical, or other services necessary, useful or advisable to the construction and installation thereof (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the Village of Bartlett, which Project has a useful life of fifty years; and

WHEREAS, the estimated cost of construction and installing the Project, including engineering, legal, financial, and other related expenses is \$5,250,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in twenty years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the Village of Bartlett from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, with the loan to be repaid from revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the Village of Bartlett is authorized to borrow funds from the Public Water Supply Loan Program in the aggregated principal amount of \$5,250,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the Village of Bartlett shall be made pursuant to a Loan Agreement, including certain terms and conditions between the Village of Bartlett and the Illinois Environmental Protection Agency;

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

SECTION ONE: INCORPORATION OF PREAMBLES. The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION TWO: DETERMINATION TO BORROW FUNDS. It is necessary and in the best interests of the Village of Bartlett to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continue to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the Village of Bartlett in the aggregated principal amount (which includes construction period interest financed over the term of the loan) not to exceed Five Million Two Hundred Fifty Thousand Dollars (\$5,250,000.00).

SECTION THREE: ADDITIONAL ORDINANCES. The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional Ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law. However, notwithstanding the above, the Village of Bartlett may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the Village of Bartlett to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION FOUR: LOAN NOT INDEBTEDNESS OF THE VILLAGE OF BARTLETT. Repayment of the loan to the Illinois Environmental Protection Agency by the Village of Bartlett pursuant to this Ordinance is to be solely from the revenues of the System, and the loan does not constitute an indebtedness of the Village of Bartlett within the meaning of any constitutional or statutory limitation.

SECTION FIVE: APPLICATION FOR LOAN. The Village President is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Public Water Supply Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 662. The loan funds shall be used solely for the purposes of the Project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION SIX: AUTHORIZATION OF THE VILLAGE PRESIDENT TO EXECUTE LOAN AGREEMENT. The Village President is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution another person other than the Village President for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

PUBLISHED in the Daily Herald on _____, 2018

CERTIFICATION

I, Lorna Giless, do hereby certify that I am the duly elected, qualified and acting Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois. I do further certify that the above and foregoing, identified as Ordinance Number 2018-____, is a true, complete and correct copy of an ordinance otherwise identified as an ordinance authorizing the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois to borrow funds from the Public Water Supply Loan Program, passed by the Village Board of the Village of Bartlett on the _____ day of _____, 2018, and approved by the Village President of the Village of Bartlett on the same said date, the original of which is part of the books and records within my control as Village Clerk of the Village of Bartlett.

Dated this _____ day of _____, 2018.

Lorna Giless, Village Clerk



Agenda Item Executive Summary

Item Name Lake Michigan Receiving Station & Storage Committee
 Tanks IEPA Loan Authorization Ordinance or Board Board

BUDGET IMPACT

Amount:	\$10,300,000	Budgeted	\$11,000,000
List what fund	Water Fund		

EXECUTIVE SUMMARY

The attached ordinance is required per the Illinois Environmental Protection Agency Loan Program. This ordinance authorizes the Village to borrow the funds necessary to pay for the Lake Michigan Receiving Station and storage tanks needed to distribute Lake Michigan water throughout the Village. The estimated construction costs are ~\$10,800,000 however, the Village has received \$485,000 from a USEPA grant that will go towards the construction of the receiving station therefore we are asking to borrow \$10,300,000.

ATTACHMENTS (PLEASE LIST)

Memo, Ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Ordinance 2018-_____, an ordinance authorizing the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois to borrow funds from the Public Water Supply Loan Program.

Staff: Dan Dinges, Director of Public Works

Date: 03/23/18

PUBLIC WORKS MEMO



DATE: March 23, 2018

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Lake Michigan Receiving Station & Storage Tanks IEPA Loan Authorization Ordinance

The attached ordinance is required per the Illinois Environmental Protection Agency Loan Program. This ordinance authorizes the Village to borrow the funds necessary to pay for the Lake Michigan Receiving Station and storage tanks needed to distribute Lake Michigan water throughout the Village. The estimated construction costs are ~\$10,800,000 however, the Village has received \$485,000 from a USEPA grant that will go towards the construction of the receiving station therefore we are asking to borrow \$10,300,000.

MOTION: I move to approve Ordinance 2018-_____, an ordinance authorizing the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois to borrow funds from the Public Water Supply Loan Program.

ORDINANCE 2018 - _____

**AN ORDINANCE AUTHORIZING THE VILLAGE OF BARTLETT, COOK, DUPAGE,
AND KANE COUNTIES, ILLINOIS TO BORROW FUNDS FROM THE
PUBLIC WATER SUPPLY LOAN PROGRAM**

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

WHEREAS, the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, operates its public water supply system (“the System”) and in accordance with the provisions of Article VII, Section 6, of the Illinois Constitution and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

WHEREAS, the Village President and Board of Trustees of the Village of Bartlett (the “Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following: Construction of a new Lake Michigan receiving station and ground storage, upgrades to the existing Lake St. pump station, and modifications to fill the existing ground storage tanks together with any land or rights in land and all electrical, mechanical, or other services necessary, useful or advisable to the construction and installation thereof (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the Village of Bartlett, which Project has a useful life of fifty years; and

WHEREAS, the estimated cost of construction and installing the Project, including engineering, legal, financial, and other related expenses is \$10,800,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in twenty years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the Village of Bartlett from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, with the loan to be repaid from revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the Village of Bartlett is authorized to borrow funds from the Public Water Supply Loan Program in the aggregated principal amount of \$10,300,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the Village of Bartlett shall be made pursuant to a Loan Agreement, including certain terms and conditions between the Village of Bartlett and the Illinois Environmental Protection Agency;

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

SECTION ONE: INCORPORATION OF PREAMBLES. The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION TWO: DETERMINATION TO BORROW FUNDS. It is necessary and in the best interests of the Village of Bartlett to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continue to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the Village of Bartlett in the aggregated principal amount (which includes construction period interest financed over the term of the loan) not to exceed Ten Million Three Hundred Thousand Dollars (\$10,300,000.00).

SECTION THREE: ADDITIONAL ORDINANCES. The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional Ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law. However, notwithstanding the above, the Village of Bartlett may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the Village of Bartlett to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION FOUR: LOAN NOT INDEBTEDNESS OF THE VILLAGE OF BARTLETT. Repayment of the loan to the Illinois Environmental Protection Agency by the Village of Bartlett pursuant to this Ordinance is to be solely from the revenues of the System, and the loan does not constitute an indebtedness of the Village of Bartlett within the meaning of any constitutional or statutory limitation.

SECTION FIVE: APPLICATION FOR LOAN. The Village President is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Public Water Supply Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 662. The loan funds shall be used solely for the purposes of the Project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION SIX: AUTHORIZATION OF THE VILLAGE PRESIDENT TO EXECUTE LOAN AGREEMENT. The Village President is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution another person other than the Village President for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

PUBLISHED in the Daily Herald on _____, 2018

CERTIFICATION

I, Lorna Giless, do hereby certify that I am the duly elected, qualified and acting Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois. I do further certify that the above and foregoing, identified as Ordinance Number 2018-____, is a true, complete and correct copy of an ordinance otherwise identified as an ordinance authorizing the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois to borrow funds from the Public Water Supply Loan Program, passed by the Village Board of the Village of Bartlett on the ____ day of _____, 2018, and approved by the Village President of the Village of Bartlett on the same said date, the original of which is part of the books and records within my control as Village Clerk of the Village of Bartlett.

Dated this ____ day of _____, 2018.

Lorna Giless, Village Clerk



Agenda Item Executive Summary

Item Name Transmission Main Easement Agreement with
the Forest Preserve District of DuPage County Committee
or Board Board

BUDGET IMPACT

Amount:	\$2,237.99	Budgeted	\$5,000
List what fund	Water Fund		

EXECUTIVE SUMMARY

The attached permanent easement is for a 16" transmission water main that is needed for the Lake Michigan water transition. This water main will enable us to better distribute water across town. The water main is proposed to be installed along the north side of Stearns Rd. from Bittersweet Dr. to Kent Circle. The Forest Preserve District of DuPage County owns a 15.5 ft strip of land along Stearns Rd. east of the Apple Orchard Golf Course. It runs north to the Wayne Grove Forest Preserve.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Permanent Easement Agreement and Exhibit

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2018-_____, a resolution approving of the easement agreement between the Forest Preserve District of DuPage County and the Village of Bartlett for the construction, operation, and maintenance of water main improvements along Wayne Grove Forest Preserve.

Staff: Dan Dinges, Director of Public Works Date: 03/23/18

PUBLIC WORKS MEMO



DATE: March 23, 2018

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Forest Preserve District of DuPage County Easement for Transmission Main

As you are aware, we have water mains that need to be installed for the Lake Michigan water transition. The attached permanent easement is for a 16" transmission water main that is needed for the Lake Michigan water transition. This water main will enable us to better distribute water across town. The water main is proposed to be installed along the north side of Stearns Rd. from Bittersweet Dr. to Kent Circle. The Forest Preserve District of DuPage County owns a 15.5 ft strip of land along Stearns Rd. east of the Apple Orchard Golf Course. It runs north to the Wayne Grove Forest Preserve.

MOTION: I move to approve Resolution 2018-_____, a resolution approving of the easement agreement between the Forest Preserve District of DuPage County and the Village of Bartlett for the construction, operation, and maintenance of water main improvements along Wayne Grove Forest Preserve.

RESOLUTION 2018 - _____

A RESOLUTION APPROVING OF THE EASEMENT AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY AND THE VILLAGE OF BARTLETT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF WATER MAIN IMPROVEMENTS ALONG WAYNE GROVE FOREST PRESERVE

WHEREAS, Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and the Forest Preserve District of DuPage are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c) (the "Transfer Act"); and

WHEREAS: Section 2 of the Transfer Act authorizes transfers of real estate, or interests therein, between municipalities for any public purpose upon such terms as are agreed to by the corporate authorities of the respective municipalities; and

WHEREAS: in accordance with Section 2 of the Transfer Act, the Village has determined that it is necessary to acquire a twenty-five foot wide easement over a portion of the Wayne Grove Forest Preserve;

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

SECTION ONE: The Easement Agreement Between the Forest Preserve District of DuPage County and the Village of Bartlett for the Construction, Operation and Maintenance of Water Main Improvements in the Wayne Grove Forest Preserve dated April 3, 2018 (the "Easement 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 the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Easement Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 3, 2018

APPROVED: April 3, 2018

Kevin Wallace, Village President

ATTEST:

Lorna Giless, 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 2018 - _____ enacted on April 3, 2018 and approved on April 3, 2018 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**Prepared by and return to:
Forest Preserve District of
DuPage County
C/O Executive Director
P.O. Box 5000
Wheaton, IL 60189-5000**

**VACANT LAND
P.I.N.: 01-04-400-001 (part)
North side of Stearns Road and
1/4 mile West of Bartlett Road**

**AN EASEMENT AGREEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF A
WATER MAIN IN A PORTION OF WAYNE GROVE FOREST PRESERVE**

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") is effective upon being signed by all parties and is made and entered into by and between the Forest Preserve District of DuPage County, a body politic and corporate (hereinafter referred to as the "FOREST PRESERVE DISTRICT") and the Village of Bartlett, a municipal corporation (hereinafter referred to as the "VILLAGE").

WITNESSETH:

WHEREAS, the FOREST PRESERVE DISTRICT owns certain property commonly known as Wayne Grove Forest Preserve (hereinafter referred to as "Wayne Grove"); and

WHEREAS, the VILLAGE is planning on constructing a water main on the North side of Stearns Road, which will cross of portion of Wayne Grove; and

WHEREAS, the VILLAGE requests the granting of a permanent easement within a certain portion of Wayne Grove for the construction and future maintenance of new water main; and

WHEREAS, the FOREST PRESERVE DISTRICT and VILLAGE are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c), hereinafter referred to as the "Transfer Act"; and

WHEREAS, Section 2 of the Transfer Act authorizes transfers of real estate, or interests therein, between municipalities for any public purpose upon such terms as are agreed to by the corporate authorities of the respective municipalities; and

WHEREAS, in accordance with Section 2 of the Transfer Act, the VILLAGE, pursuant to a duly passed ordinance, has determined that it is necessary to acquire a permanent easement for a water main over a portion of Wayne Grove legally described and depicted in the Easement Exhibit attached hereto as **Exhibit "A"** (hereinafter referred to as "Easement Area"); and

WHEREAS, the FOREST PRESERVE DISTRICT has determined that it is reasonable, necessary and in the public interest and welfare to grant the VILLAGE a permanent easement for the water main, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing preambles and the promises, terms and conditions set forth herein, the parties agree as follows:

1.0 INCORPORATION OF RECITALS

1.1 The recitals set forth above are incorporated herein and made a part of this Agreement.

2.0 EASEMENT GRANTED

2.1 The FOREST PRESERVE DISTRICT hereby grants the VILLAGE a permanent easement for the construction and maintenance of a water main within the Easement Area on the terms and conditions as provided for in this Agreement.

3.0 SCOPE OF PROJECT

3.1 The VILLAGE shall design, permit, construct and maintain the water main. Implementation of the water main project shall be in accordance with the plan drawings (hereinafter referred to as the "Final Plan") prepared by Rempe Sharpe Consulting Engineers. The Final Plan shall be deemed incorporated herein by reference but without attaching said document hereto due to its size.

3.2 The VILLAGE shall pay all fees and costs necessary to design, permit, construct and implement the water main project and as provided for in this Agreement.

3.3 The VILLAGE shall notify the FOREST PRESERVE DISTRICT'S designated project representative (Kevin Stough, 630-933-7235) no less than five (5) business days prior to the first access to the Easement Area. The VILLAGE shall make any independent contractor accessing the Easement Area aware of the terms and conditions of this Agreement.

3.4 The VILLAGE shall notify the FOREST PRESERVE DISTRICT'S designated project representative within two (2) days after the completion of the restoration of the Easement Area.

4.0 FEES

4.1 The VILLAGE shall pay the fees as provided for in this Agreement. The easement fees to be paid by the VILLAGE to the FOREST PRESERVE DISTRICT for the granting of the easement shall be based on a permanent easement fee and tree value fee in accordance with the FOREST PRESERVE DISTRICT'S Easement and License Ordinance (No. 96-096). The fee for the permanent easement is \$1,474.99, which is based on \$163,888 per acre (\$163,888 X 0.009 acres = \$1,474.99). There is one 8 inch tree within the Easement Area. The tree value fee is \$763.00. The total easement fee is \$2,237.99. The easement fees shall be paid to the FOREST PRESERVE DISTRICT prior to execution of this Agreement by the FOREST PRESERVE DISTRICT.

5.0 PERMITS AND APPROVALS

5.1 The VILLAGE shall complete the design of the water main project, including all plan sets, drawings, specifications and cost estimates. The VILLAGE agrees to cooperate with the FOREST PRESERVE DISTRICT regarding any significant proposed changes, alterations, or

modifications to the Final Plans including, but not limited to any field adjustments or change orders, by providing reasonable advance notification and opportunity for review and comment.

- 5.2 The VILLAGE shall obtain all necessary permits or other approvals required for the water main project. The VILLAGE shall also comply with all applicable federal, state and local laws, rules and regulations (including, but not limited to, those relating to safety) whenever it performs any work on the Easement Area or exercises any rights conferred under this Agreement.
- 5.3 The VILLAGE agrees to provide the FOREST PRESERVE DISTRICT with as-built record drawings of the water main project within ninety (90) days following completion of the water main project.

6.0 INSURANCE

6.1 Before commencing with access to and work activities within the Easement Area, each contractor engaged to perform any work on the Easement Area shall obtain the following insurance coverages, which shall be maintained in force until the FOREST PRESERVE DISTRICT has accepted the restoration work within the Easement Area:

- (a) Workers' Compensation Insurance with limits as required by the applicable statutes of the State of Illinois.
- (b) Employer's Liability Insurance with limits as required by the applicable statutes of the State of Illinois.
- (c) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence bodily injury/ property damage combined single limit; \$2,000,000 aggregate bodily injury/property damage combined single limit. The Commercial General Liability policy shall include, but not be limited to, the following:
 - (i) premises/operations coverage;
 - (ii) products/completed operations coverage;
 - (iii) contractual liability coverage (specifically covering the indemnification obligations referred to in paragraph 9);
 - (iv) personal injury coverage (with the employment exclusion deleted);
 - (v) broad form property damage coverage;
 - (vi) explosion, collapse and underground coverage; and
 - (vii) independent contractor liability coverage.
- (d) Comprehensive Motor Vehicle Liability Insurance with limits of not less than \$2,000,000 each accident bodily injury/property damage combined single limit.

The policy of Commercial General Liability Insurance shall provide "occurrence" based coverage and shall include an endorsement naming the FOREST PRESERVE DISTRICT as additional insured.

6.2 The coverage limits specified in subparagraphs (c) and (d) may be satisfied through a combination of primary and excess insurance. The foregoing insurance coverages shall be provided by companies authorized to transact business in the State of Illinois and with a "Best" rating of "A" or higher. The VILLAGE and its contractors shall provide the FOREST PRESERVE DISTRICT with a Certificate of Insurance for each of the coverages specified above and, if requested, copies of the policies issued by the insurers prior to the commencement of any work on the Easement Area. Each certificate and policy shall provide that no cancellation or modification of the policy will occur without at least 30 days' prior written notice to the FOREST PRESERVE DISTRICT. The VILLAGE shall not allow any contractor to commence work on the Easement Area until all the insurance coverages required under this

paragraph have been obtained and satisfactory evidence thereof has been furnished in writing to the FOREST PRESERVE DISTRICT. Each contract between the VILLAGE and a contractor performing work on the Easement Area shall provide that the FOREST PRESERVE DISTRICT is intended as a third-party beneficiary of the insurance obligation that is required of the contractor under this paragraph.

- 6.3 The VILLAGE shall procure and maintain a policy of Commercial General Liability Insurance providing coverage for bodily injury and property damage claims arising on or from the use of the Easement Area. The policy shall (a) provide “occurrence” based coverage; (b) be issued by a company authorized to transact business in this State of Illinois and with a Best rating of “A” or higher; (c) include an endorsement naming the FOREST PRESERVE DISTRICT as an additional insured; (d) include contractual liability coverage; and (e) not be subject to cancellation or modification without at least 30 days' written notice to the FOREST PRESERVE DISTRICT, unless otherwise agreed to in writing between the VILLAGE and FOREST PRESERVE DISTRICT. The VILLAGE shall provide evidence of said insurance coverage during the work activities on the water main project and as requested thereafter by furnishing the FOREST PRESERVE DISTRICT with a current Certificate of Insurance and, if requested, a certified copy of the policy issued by the insurer.

7.0 CONSTRUCTION ACTIVITY

- 7.1 All Work Activities shall be confined within the Easement Area, including, but not limited to, the movement and storage of equipment and materials. All trees, stumps and other debris resulting from the Work Activities shall be legally disposed of off of Wayne Grove premises. No construction personnel shall be permitted outside the designated areas while engaged in construction activities.
- 7.3 The FOREST PRESERVE DISTRICT shall not be responsible for or have control over the construction means, methods, techniques or procedures with respect to the construction of the water main project. In no event shall the FOREST PRESERVE DISTRICT be responsible for or have any obligation with respect to the safety of any person performing work on the Easement Area, including, but not limited to, the employees of the VILLAGE or of any contractor, subcontractor, agent or consultant.
- 7.4 The VILLAGE shall maintain the Easement Area in accordance with applicable safety rules and regulations.
- 7.5 In the event the VILLAGE, its employees or agents, or any contractor or subcontractor engaged to perform work on the Easement Area causes any damage to trees, shrubs, or other vegetation or landscaping, or any improvements lying outside the boundaries thereof, the VILLAGE shall pay the cost of replacement in the case of trees, shrubs or other vegetation, and in the case of landscaping or improvements, shall pay the cost of restoration and repair. Said costs shall be calculated at current replacement costs as reasonably determined by the FOREST PRESERVE DISTRICT for all material, labor and incidentals necessary for a complete restoration and repair. In addition to paying for the cost of restoration and repair, the VILLAGE shall pay the FOREST PRESERVE DISTRICT an amount equal to 15 percent of the cost of restoration and repair for administrative and supervision expenses.

8.0 RESTORATION

- 8.1 Following completion of the water main project, all areas affected or disturbed within the Easement Area by the work activities shall be restored by fine grading as necessary and seeding

with a blend of fine fescues such as the “Greenskeeper National Links Mixture” or the “No Mow Fescue Mixture”. The seed mix shall be of a local genotype from within 50 miles of DuPage County and purchased from a local supplier. In order to ensure that Easement Area is properly restored, the VILLAGE shall pay a restoration deposit of \$1,000.00 prior to execution of this Agreement by the FOREST PRESERVE DISTRICT. All restoration work shall be subject to FOREST PRESERVE DISTRICT acceptance. The VILLAGE restoration deposit shall be refunded, without interest, upon the satisfactory performance of the restoration of the Easement Area and the acceptance thereof by the FOREST PRESERVE DISTRICT.

- 8.2 If the VILLAGE fails to properly restore the Easement Area within 30 days of service of the FOREST PRESERVE DISTRICT’S written demand for the restoration work, the FOREST PRESERVE DISTRICT shall have the right to take such action as it deems necessary to perform the restoration or corrective work, which shall include the authority to (a) perform the work with its own personnel and (b) engage the services of an independent contractor to perform the work. The VILLAGE shall reimburse the FOREST PRESERVE DISTRICT for costs associated with said restoration or corrective work within 30 days of service of the FOREST PRESERVE DISTRICT’S written demand for payment.

9.0 INDEMNIFICATION

- 9.1 To the extent permitted by law, the VILLAGE shall defend, save, and hold harmless the FOREST PRESERVE DISTRICT, its elected officials, officers, employees and agents from any and all claims, liabilities, causes of action, losses and damages that may at any time arise or be claimed by any person or entity as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of or in any manner connected with, directly or indirectly, the Work Activities, when such bodily injury, sickness, death, property damage or other claim is allegedly caused by a negligent or intentional act or omission on the part of the VILLAGE or its contractors, subcontractors, engineers, consultants, employees, or agents. In the event any person or entity obtains a judgment or settlement against the FOREST PRESERVE DISTRICT or any of its elected officials, officers, employees or agents, by reason of any negligent or intentional act or omission on the part of the VILLAGE or its contractors, subcontractors, consultants, employees or agents, the VILLAGE shall promptly, to the extent allowed by law, indemnify the FOREST PRESERVE DISTRICT or the elected official, officer, employee or agent, as the case may be, in the amount of said judgment or settlement and for all costs and expenses related thereto, including, without limitation, reasonable attorney and expert witness fees.
- 9.2 To the extent permitted by law, the VILLAGE shall also defend, save, hold harmless and indemnify the FOREST PRESERVE DISTRICT from any and all claims, liabilities, causes of action, losses and damages that may arise or be claimed by any person or entity for bodily injury, sickness, death or property damage, or for any other claim or suit of any nature whatsoever, arising from or in any manner connected with, directly or indirectly, any defect in the new water main caused by defective materials, workmanship or construction methods.
- 9.3 The obligation on the part of the VILLAGE to defend, hold harmless and indemnify the FOREST PRESERVE DISTRICT is perpetual.
- 9.4 The VILLAGE shall require each contractor who performs any work on the Easement Area, to defend, hold harmless and indemnify the FOREST PRESERVE DISTRICT to the same extent as required of the VILLAGE under paragraph 9.0, and the VILLAGE shall include in all of its contracts a statement expressly declaring the FOREST PRESERVE DISTRICT to be a third-

party beneficiary of the indemnification provision.

- 9.5 The VILLAGE shall promptly pay all costs and expenses relating to any and all work within the Easement Area and shall not allow any liens on FOREST PRESERVE DISTRICT property as a result of the work. To the extent permitted by law, the VILLAGE shall defend, indemnify and hold the FOREST PRESERVE DISTRICT harmless from any and all liens, costs and expenses arising from any work performed under this Agreement.

10.0 BREACH OF AGREEMENT

- 10.1 If a party reasonably believes that a breach of this Agreement has occurred or is occurring, the party shall serve written notice thereof upon the party committing or permitting such breach to occur, specifying in detail the breach and the facts supporting such claim. The party alleged to have committed the breach shall have 30 days within which to cure the violation. If the party in violation is the VILLAGE, and the VILLAGE fails to cure the breach within the 30-day period, the FOREST PRESERVE DISTRICT may pursue monetary damages or specific performance provided that the 30-day cure period shall be extended for a reasonable time if the VILLAGE has undertaken to cure the breach within the 30-day period and continues to diligently and in good faith to complete the corrective action. Given the importance of the water main project to public health and safety and given the nature and scope of the water main project, remedies available to the FOREST PRESERVE DISTRICT do not and shall not include termination of this Agreement or prevention of access to the Easement Area.
- 10.2 Action by any party to enforce this Agreement shall be without prejudice to the exercise of any other rights provided herein or by law or in equity to remedy a breach of this Agreement, subject to the terms of the preceding Paragraph 10.1.
- 10.3 A waiver by any party of any breach of one or more of the terms of this Agreement on the part of one of the other parties shall not constitute a waiver of any subsequent or other breach of the same or other term, nor shall the failure on the part of a party to require exact, full and complete compliance with any of the terms contained herein be construed as changing the terms of this Agreement or estopping a party from enforcing full compliance with the provisions set forth herein. No delay, failure or omission of a party to exercise any right, power, privilege or option arising from a breach shall impair any right, privilege or option, or be construed as a waiver or acquiescence in such breach or as a relinquishment of any right. No option, right, power, remedy or privilege of the parties shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, power, privileges and remedies given the parties under this Agreement and by law shall be cumulative.

11.0 NOTICES

- 11.1 All notices required to be given under the terms of this Agreement shall be in writing and served by certified or registered mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail. Notices served upon the FOREST PRESERVE DISTRICT shall be directed to the Executive Director, Forest Preserve District of DuPage County, P.O. Box 5000, Wheaton, IL 60189-5000. Notices served upon the VILLAGE shall be directed to the Village Manager, Village of Bartlett, 228 S. Main Street, Bartlett, Illinois 60103. Notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Notwithstanding anything to the contrary, any notice by a party alleging a breach of this Agreement shall be by certified or registered mail as set forth above. Any party may designate a new location for service of notices by serving notice of the change in accordance

with the requirements of this paragraph.

12.0 MISCELLANEOUS TERMS

- 12.1 The FOREST PRESERVE DISTRICT hereby reserve the right to use, or permit to be used, the Easement Area in any manner that will not prevent or materially interfere with the exercise by the VILLAGE of the rights granted herein.
- 12.2 If any party initiates any legal proceeding or action, whether at law or in equity, to enforce any provision of this Agreement, the prevailing party (as determined by the court) shall be entitled to recover its reasonable costs and expenses incurred in connection with said proceeding or action, including, but not limited to, reasonable expert witness and attorney fees.
- 12.3 The VILLAGE shall be responsible for recording this Agreement, at its expense, in the Office of the Recorder of Deeds, DuPage County, and for providing the FOREST PRESERVE DISTRICT with a recorded copy.
- 12.4 The provisions set forth herein represent the entire agreement between the parties and supersede any previous oral or written agreements, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. No provision may be modified in any respect unless such modification is in writing, duly approved and signed by all parties.
- 12.5 This Agreement shall be construed in accordance with the laws of the State of Illinois.
- 12.6 This Agreement shall be executed in duplicate, and each party shall retain a fully executed original, all of which shall be deemed to be one Agreement.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates stated below.

**FOREST PRESERVE DISTRICT OF
DU PAGE COUNTY**

VILLAGE OF BARTLETT

BY: _____
Joseph Cantore, President

BY: _____
Kevin Wallace, Village President

ATTEST: _____
Judith Malahy, Secretary

ATTEST: _____
Lorna Giles, Clerk

Date signed: _____

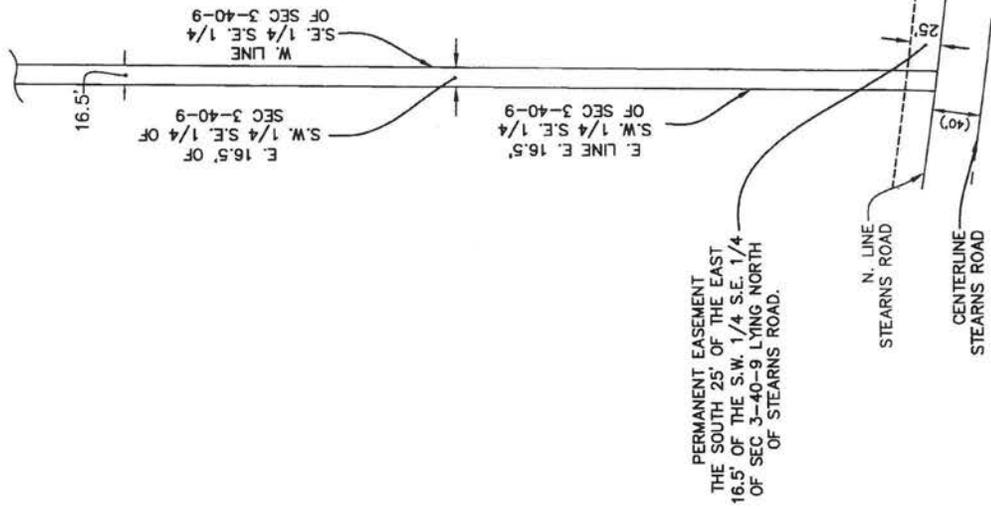
Date signed: _____

EXHIBIT A

PIN 01-03-400-001

LEGAL DESCRIPTION PERMANENT WATERIAN EASEMENT

THE SOUTH 25 FEET OF THE FOLLOWING DESCRIBED TRACT: THE EAST 16.5 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF STEARNS ROAD, IN DUPAGE COUNTY, ILLINOIS.



NOT TO SCALE

LEGEND

----- PERMANENT EASEMENT

PREPARED BY:

CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9875 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cad@cemcon.com Website: www.cemcon.com



DISC NO.: 663007 FILE NAME: ZONING EXHIBIT EXH A
DRAWN BY: REP FLD. BK. / PG. NO.: N/A
COMPLETION DATE: 2-22-18 JOB NO.: 653.007
REVISED 03-05-18 PER COMMENTS

DRAWING PATH: P:\663007\Drawings\Temp Drawings\STEARNS ROAD.dwg

PLOT FILE CREATED: 02-18-18



Agenda Item Executive Summary

Item Name Water Main Replacement with Gerardi Sewer & Water Committee or Board Village Board

BUDGET IMPACT

Amount:	\$624,826.50	Budgeted	\$1,275,000
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List what fund	Water Fund
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EXECUTIVE SUMMARY

On March 8th, 2018 a *Notice to Bidders* was published in the IDOT Bulletin and on the Village web site soliciting bids for the 2018 Martingale water main replacement project. This project entails replacing about 4,000 feet of existing water main on Martingale, Webster, Forest Court and a segment of Bryn Mawr. Sixteen bid packets were picked up by prospective bidders, and thirteen were submitted. The bids were opened and read on March 22, 2018 at 10:00 AM at the Village Hall. The bids ranged from a high of \$1,109,978.00 to a low of \$624,826.50.

Gerardi Sewer & Water Company submitted the low bid of \$624,826.50 for this project. Gerardi Sewer & Water has completed our last three water main replacement projects, and their work has been satisfactory. We feel that they are very qualified to perform this work. Attached is a bid tabulation for your review.

ATTACHMENTS (PLEASE LIST)

Memo, bid tab, resolution, agreement.

ACTION REQUESTED

For Discussion Only _____

Resolution _____

Ordinance _____

Motion: I move that the Village Board approve Resolution 2018-_____, a resolution approving of the Martingale Water Main Replacement Agreement between the Village of Bartlett and Gerardi Sewer & Water Co.

Staff: Dan Dinges

Date: March 22, 2018

Director of Public Works

MEMO

Date: March 22, 2018

To: Paula Schumacher, Village Administrator

From: Dan Dinges, Public Works Director

Re: *2018 Main Replacement Project Bid Opening*

On March 8, 2018 a *Notice to Bidders* was published in the IDOT Bulletin and the Village web site soliciting bids for the 2018 Water Main Project. This project consists of replacing 4000 feet of existing water main with a new water main on Bryn Mawr, Martingale, Webster and Forest Court. Sixteen bid packets were distributed to prospective bidders. Bids were due no later than March 22, 2018 at 10:00 AM., thirteen bid packets were returned. The bids range from a high of \$1,109,978.00 to the low of \$624,826.50.

Gerardi Sewer and Water Co. submitted the low bid of \$624,826.50 for this project. Gerardi Sewer & Water had worked for the Village last year with very good results. We feel they can adequately perform this work. I have attached a bid tally sheet for your review.

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

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

Motion

I move the Village Board award the bid for the
2018 Water Main Replacement Project to
Gerardi Sewer and Water Co. of Addison, Illinois
in the amount of \$624,826.50



VILLAGE OF BARTLETT

2018 Water Main Replacement

BID TABULATION

March 22, 2018

SHEET 1

Item No.	Items	Unit	Quantity	GERARDI SEWER & WATER		CONCEPT PLUMBING		VIAN CONSTRUCTION CO.		MAURO SEWER CONSTRUCTION		ACQUA CONTRACTORS CORP.		STARK & SONS TRENCHING	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	WATER MAIN D.I.P., CLASS 52, 6 INCH	LF	3137	\$74.00	\$232,138.00	\$76.00	\$238,412.00	\$50.00	\$156,850.00	\$54.00	\$169,398.00	\$85.00	\$172,535.00	\$60.00	\$188,220.00
2	WATER MAIN D.I.P., CLASS 52, 8 INCH	LF	800	\$80.00	\$64,000.00	\$80.00	\$64,000.00	\$58.00	\$46,400.00	\$84.00	\$51,200.00	\$80.00	\$64,000.00	\$66.50	\$53,200.00
3	D.I.P. 45° BEND, MJ - 6"	EA	6	\$150.00	\$900.00	\$10.00	\$60.00	\$280.00	\$1,680.00	\$350.00	\$2,100.00	\$320.00	\$1,920.00	\$195.00	\$1,170.00
4	D.I.P. 22° BEND, MJ - 6"	EA	2	\$150.00	\$300.00	\$10.00	\$20.00	\$280.00	\$560.00	\$350.00	\$700.00	\$300.00	\$600.00	\$175.00	\$350.00
5	D.I.P. TEE, (6x6x6) MJ - 6"	EA	9	\$250.00	\$2,250.00	\$245.00	\$2,205.00	\$365.00	\$3,285.00	\$425.00	\$3,825.00	\$520.00	\$4,680.00	\$362.00	\$3,258.00
6	D.I.P. 45° BEND, MJ - 8"	EA	4	\$225.00	\$900.00	\$44.00	\$176.00	\$322.00	\$1,288.00	\$450.00	\$1,800.00	\$490.00	\$1,960.00	\$311.00	\$1,244.00
7	D.I.P. REDUCER, (12x8) MJ - 8"	EA	1	\$300.00	\$300.00	\$43.00	\$43.00	\$458.00	\$458.00	\$450.00	\$450.00	\$750.00	\$750.00	\$495.00	\$495.00
8	D.I.P. TEE, (8x8x6) MJ - 8"	EA	4	\$325.00	\$1,300.00	\$310.00	\$1,240.00	\$468.00	\$1,872.00	\$550.00	\$2,200.00	\$660.00	\$2,640.00	\$447.00	\$1,788.00
9	FIRE HYD. W/ AUX VALVE & VALVE BOX	EA	9	\$5,000.00	\$45,000.00	\$8,500.00	\$76,500.00	\$4,100.00	\$36,900.00	\$5,500.00	\$49,500.00	\$5,500.00	\$49,500.00	\$4,380.00	\$39,420.00
10	6" GATE VALVE & VAULT, TY "A" (5" DIA.)	EA	4	\$5,000.00	\$20,000.00	\$3,250.00	\$13,000.00	\$3,275.00	\$13,100.00	\$2,950.00	\$11,800.00	\$3,750.00	\$15,000.00	\$3,315.00	\$13,260.00
11	8" GATE VALVE & VAULT, TY "A" (5" DIA.)	EA	2	\$5,500.00	\$11,000.00	\$3,500.00	\$7,000.00	\$3,200.00	\$6,400.00	\$3,850.00	\$7,700.00	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00
12	WITH TYPE J FRAME AND CLOSED LID	EA	2												
13	PRESSURE CONNECTION 6"	EA	2	\$750.00	\$1,500.00	\$150.00	\$300.00	\$3,800.00	\$7,600.00	\$1,350.00	\$2,700.00	\$5,000.00	\$10,000.00	\$5,500.00	\$11,000.00
14	PRESSURE CONNECTION 8"	EA	2	\$1,000.00	\$2,000.00	\$150.05	\$300.10	\$4,300.00	\$8,600.00	\$1,650.00	\$3,300.00	\$5,500.00	\$11,000.00	\$6,000.00	\$12,000.00
15	CONNECTION TO EXISTING WATER MAIN	EA	6	\$250.00	\$1,500.00	\$104.10	\$624.60	\$1,600.00	\$9,600.00	\$2,260.00	\$13,560.00	\$4,500.00	\$27,000.00	\$2,850.00	\$17,100.00
16	WATER SERVICE BOX	EA	72	\$50.00	\$3,600.00	\$50.00	\$3,600.00	\$70.00	\$5,040.00	\$325.00	\$23,400.00	\$50.00	\$3,600.00	\$200.00	\$14,400.00
17	DOM. WATER SERVICE CONN. (S) 1"	EA	42	\$1,100.00	\$46,200.00	\$1,200.00	\$50,400.00	\$960.00	\$40,320.00	\$1,200.00	\$50,400.00	\$1,250.00	\$52,500.00	\$1,240.00	\$52,080.00
18	DOM. WATER SERVICE CONN. (L) 1"	EA	30	\$1,800.00	\$54,000.00	\$1,500.00	\$45,000.00	\$1,785.00	\$53,550.00	\$1,950.00	\$58,500.00	\$1,750.00	\$52,500.00	\$1,400.00	\$42,000.00
19	GRANULAR TRENCH BACKFILL	CY	4,015	\$1.00	\$4,015.00	\$0.01	\$40.15	\$21.00	\$84,315.00	\$19.00	\$76,285.00	\$15.00	\$60,225.00	\$23.00	\$92,345.00
20	ABANDON AND PLUG EXISTING WATER MAIN	EA	6	\$250.00	\$1,500.00	\$100.00	\$600.00	\$1,200.00	\$7,200.00	\$1,000.00	\$6,000.00	\$1,000.00	\$6,000.00	\$1,370.00	\$8,220.00
21	ABANDONING VALVE VAULTS	EA	6	\$200.00	\$1,200.00	\$100.00	\$600.00	\$400.00	\$2,400.00	\$250.00	\$1,500.00	\$200.00	\$1,200.00	\$500.00	\$3,000.00
22	ABANDONING FIRE HYDRANTS	EA	9	\$600.00	\$5,400.00	\$100.00	\$900.00	\$300.00	\$2,700.00	\$400.00	\$3,600.00	\$200.00	\$1,800.00	\$190.00	\$1,710.00
23	AGGREGATE FOR TEMPORARY ACCESS	TON	200	\$1.00	\$200.00	\$0.01	\$2.00	\$14.00	\$2,800.00	\$28.00	\$5,600.00	\$10.00	\$2,000.00	\$17.00	\$3,400.00
24	PCC SIDEWALK REMOVE & REPLACE	SF	2200	\$7.50	\$16,500.00	\$6.50	\$14,300.00	\$7.50	\$16,500.00	\$8.00	\$17,600.00	\$10.00	\$22,000.00	\$9.00	\$19,800.00
25	REM & REPL. CONC. CURB & GUTTER	FT	110	\$30.00	\$3,300.00	\$25.00	\$2,750.00	\$37.00	\$4,070.00	\$35.00	\$3,850.00	\$44.00	\$4,840.00	\$40.00	\$4,400.00
26	PCC DRIVE REMOVE AND REPLACE	SF	1136	\$8.75	\$9,940.00	\$8.00	\$9,088.00	\$9.00	\$10,224.00	\$9.75	\$11,076.00	\$12.00	\$13,632.00	\$9.00	\$10,224.00
27	HMA DRIVEWAY REMOVE AND REPLACE	SY	186	\$24.00	\$4,464.00	\$40.00	\$7,440.00	\$32.00	\$5,952.00	\$49.00	\$9,114.00	\$36.00	\$6,696.00	\$50.00	\$9,300.00
28	HMA SURFACE REMOVAL 2"	SY	610	\$4.50	\$2,745.00	\$11.00	\$6,710.00	\$5.00	\$3,050.00	\$13.00	\$7,930.00	\$5.00	\$3,050.00	\$13.00	\$7,930.00
29	HMA PARTIAL DEPTH SURFACE PATCH, 2"	SY	3278	\$12.75	\$41,794.50	\$9.00	\$29,502.00	\$14.00	\$45,892.00	\$9.50	\$31,141.00	\$13.00	\$42,614.00	\$12.50	\$40,975.00
30	HMA PARTIAL DEPTH BINDER PATCH, 2"	SY	3,663	\$10.00	\$36,630.00	\$10.00	\$36,630.00	\$11.00	\$40,293.00	\$10.50	\$38,461.50	\$11.00	\$40,293.00	\$13.50	\$49,450.50
31	INLET FILTERS	EA	25	\$50.00	\$1,250.00	\$1.00	\$25.00	\$128.00	\$3,200.00	\$115.00	\$2,875.00	\$125.00	\$3,125.00	\$150.00	\$3,750.00
32	TOPSOIL 4" FURNISH AND PLACE	SY	575	\$5.00	\$2,875.00	\$6.00	\$3,450.00	\$7.00	\$4,025.00	\$2.00	\$1,150.00	\$8.00	\$4,600.00	\$9.75	\$5,606.25
33	SODDING, SALT TOLERANT (SPECIAL)	SY	575	\$9.00	\$5,175.00	\$6.00	\$3,450.00	\$8.00	\$4,600.00	\$12.00	\$6,900.00	\$12.00	\$6,900.00	\$12.95	\$7,446.25
34	DUST CONTROL	UNIT	150	\$1.00	\$150.00	\$1.00	\$150.00	\$40.00	\$6,000.00	\$5.00	\$750.00	\$25.00	\$3,750.00	\$10.00	\$1,500.00
35	TRAFFIC CONTROL AND PROTECTION	LS	1	\$800.00	\$800.00	\$6,500.00	\$6,500.00	\$5,000.00	\$5,000.00	\$13,500.00	\$13,500.00	\$9,090.00	\$9,090.00	\$25,000.00	\$25,000.00
				\$624,826.50		\$625,017.85		\$641,684.00		\$689,805.50		\$710,000.00		\$753,042.00	
AS READ TOTAL															
TOTAL				\$624,826.50		\$625,017.85		\$641,684.00		\$689,805.50		\$710,000.00		\$753,042.00	

PATRICK CONSTRUCTION 431 PODLIN DR. UNIT B FRANKLIN PARK IL. 60131		SWALLOW CONSTRUCTION 4250 LACEY RD. DOWNERS GROVE IL. 60515		SHERIDAN PLUMBING & SEWER 6754 W. 74TH ST. BEDFORD PARK IL. 60638		R.A. MANCINI 481 SCOTLAND RD. UNIT 101 LAKEWOOD IL. 60051		J. CONGDON SEWER 170 A. ALEXANDRA WAY CAROL STREAM, IL. 60188		A/LAMP CONCRETE CONTRACTORS 1900 WRIGHT BLVD. SCHAMBURG, IL. 60193		MARTAM CONSTRUCTION 1200 GASKET DRIVE ELGIN, IL. 60120		Total	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$60.00	\$186,220.00	\$77.50	\$243,117.50	\$72.00	\$225,864.00	\$70.00	\$219,590.00	\$100.00	\$313,700.00	\$89.00	\$216,453.00	\$70.50	\$221,158.50		
\$71.00	\$58,800.00	\$80.00	\$64,000.00	\$82.00	\$65,600.00	\$80.00	\$64,000.00	\$125.00	\$100,000.00	\$75.00	\$60,000.00	\$77.50	\$62,000.00		
\$250.00	\$1,500.00	\$165.00	\$990.00	\$150.00	\$900.00	\$175.00	\$1,050.00	\$250.00	\$1,500.00	\$222.00	\$1,332.00	\$332.00	\$1,992.00		
\$250.00	\$500.00	\$155.50	\$311.00	\$140.00	\$280.00	\$175.00	\$350.00	\$250.00	\$500.00	\$210.00	\$420.00	\$323.00	\$646.00		
\$250.00	\$2,250.00	\$270.00	\$2,430.00	\$245.00	\$2,205.00	\$290.00	\$2,610.00	\$350.00	\$3,150.00	\$388.00	\$3,312.00	\$506.50	\$4,558.50		
\$330.00	\$1,320.00	\$228.00	\$912.00	\$210.00	\$840.00	\$240.00	\$960.00	\$300.00	\$1,200.00	\$315.00	\$1,260.00	\$401.00	\$1,604.00		
\$400.00	\$400.00	\$351.00	\$351.00	\$330.00	\$330.00	\$390.00	\$390.00	\$300.00	\$300.00	\$495.00	\$495.00	\$533.00	\$533.00		
\$400.00	\$1,600.00	\$335.00	\$1,340.00	\$310.00	\$1,240.00	\$360.00	\$1,440.00	\$350.00	\$1,400.00	\$465.00	\$1,860.00	\$578.00	\$2,312.00		
\$5,100.00	\$45,900.00	\$7,500.00	\$67,500.00	\$4,500.00	\$40,500.00	\$5,100.00	\$45,900.00	\$6,500.00	\$58,500.00	\$6,210.00	\$55,890.00	\$4,549.00	\$40,941.00		
\$3,200.00	\$12,800.00	\$5,000.00	\$20,000.00	\$3,000.00	\$12,000.00	\$3,300.00	\$13,200.00	\$2,000.00	\$8,000.00	\$4,700.00	\$18,800.00	\$4,302.00	\$17,208.00		
\$3,550.00	\$7,100.00	\$5,500.00	\$11,000.00	\$3,500.00	\$7,000.00	\$3,700.00	\$7,400.00	\$3,000.00	\$6,000.00	\$5,300.00	\$10,600.00	\$4,691.50	\$9,383.00		
\$5,500.00	\$11,000.00	\$1,000.00	\$2,000.00	\$5,000.00	\$10,000.00	\$7,700.00	\$15,400.00	\$3,500.00	\$7,000.00	\$7,000.00	\$14,000.00	\$4,064.00	\$8,128.00		
\$6,300.00	\$12,600.00	\$1,000.00	\$2,000.00	\$6,500.00	\$13,000.00	\$9,300.00	\$18,600.00	\$3,800.00	\$7,600.00	\$7,500.00	\$15,000.00	\$4,975.50	\$9,951.00		
\$3,400.00	\$20,400.00	\$1,000.00	\$6,000.00	\$5,500.00	\$33,000.00	\$1,800.00	\$10,800.00	\$2,500.00	\$15,000.00	\$2,000.00	\$12,000.00	\$1,550.50	\$9,303.00		
\$41.00	\$2,952.00	\$50.00	\$3,600.00	\$100.00	\$7,200.00	\$40.00	\$2,880.00	\$100.00	\$7,200.00	\$250.00	\$18,000.00	\$371.00	\$26,712.00		
\$1,500.00	\$63,000.00	\$1,650.00	\$69,300.00	\$1,000.00	\$42,000.00	\$1,490.00	\$62,580.00	\$1,500.00	\$63,000.00	\$2,300.00	\$96,600.00	\$2,442.50	\$102,585.00		
\$2,100.00	\$63,000.00	\$3,200.00	\$3,200.00	\$2,600.00	\$78,000.00	\$2,470.00	\$74,100.00	\$1,800.00	\$54,000.00	\$3,100.00	\$93,000.00	\$3,443.00	\$103,290.00		
\$26.00	\$104,390.00	\$0.01	\$40.15	\$30.00	\$120,450.00	\$25.00	\$100,375.00	\$1.00	\$4,015.00	\$28.00	\$112,420.00	\$45.00	\$180,675.00		
\$1,000.00	\$6,000.00	\$575.00	\$3,450.00	\$3,000.00	\$3,000.00	\$800.00	\$5,400.00	\$1,500.00	\$9,000.00	\$1,500.00	\$9,000.00	\$723.00	\$4,338.00		
\$2,000.00	\$1,200.00	\$130.00	\$780.00	\$700.00	\$4,200.00	\$730.00	\$4,380.00	\$200.00	\$1,200.00	\$350.00	\$2,100.00	\$702.00	\$4,212.00		
\$100.00	\$900.00	\$100.00	\$900.00	\$675.00	\$6,075.00	\$740.00	\$6,660.00	\$400.00	\$3,600.00	\$750.00	\$6,750.00	\$323.50	\$2,911.50		
\$1.00	\$200.00	\$1.00	\$200.00	\$10.00	\$2,000.00	\$17.00	\$3,400.00	\$10.00	\$2,000.00	\$1.00	\$200.00	\$30.00	\$6,000.00		
\$8.25	\$18,150.00	\$8.75	\$19,250.00	\$8.00	\$17,600.00	\$9.50	\$20,900.00	\$6.00	\$13,200.00	\$7.50	\$16,500.00	\$7.00	\$15,400.00		
\$36.00	\$3,960.00	\$40.00	\$4,400.00	\$57.00	\$6,270.00	\$40.00	\$4,400.00	\$37.00	\$4,070.00	\$30.00	\$3,300.00	\$33.00	\$3,630.00		
\$9.50	\$10,792.00	\$14.50	\$16,472.00	\$9.50	\$10,792.00	\$12.00	\$13,632.00	\$9.15	\$10,394.40	\$8.50	\$9,656.00	\$65.00	\$73,840.00		
\$38.00	\$7,068.00	\$47.50	\$8,835.00	\$15.00	\$2,790.00	\$50.00	\$9,300.00	\$46.00	\$8,556.00	\$45.00	\$8,370.00	\$35.50	\$6,603.00		
\$7.00	\$4,270.00	\$7.75	\$4,727.50	\$2.00	\$1,220.00	\$9.00	\$5,490.00	\$20.00	\$12,200.00	\$6.00	\$3,660.00	\$5.00	\$3,050.00		
\$14.00	\$45,892.00	\$11.00	\$36,058.00	\$16.00	\$52,448.00	\$12.00	\$39,336.00	\$20.00	\$65,560.00	\$18.00	\$59,004.00	\$18.00	\$59,004.00		
\$11.00	\$40,293.00	\$12.00	\$43,956.00	\$12.00	\$43,956.00	\$13.00	\$47,619.00	\$22.00	\$80,586.00	\$20.00	\$73,260.00	\$13.00	\$47,619.00		
\$10.00	\$250.00	\$135.00	\$3,375.00	\$105.00	\$2,625.00	\$200.00	\$5,000.00	\$25.00	\$625.00	\$125.00	\$3,125.00	\$143.00	\$3,575.00		
\$9.00	\$5,175.00	\$9.00	\$5,175.00	\$8.50	\$4,887.50	\$18.00	\$10,350.00	\$7.00	\$4,025.00	\$2.00	\$1,150.00	\$5.50	\$3,162.50		
\$17.00	\$9,775.00	\$4.00	\$2,300.00	\$12.00	\$6,900.00	\$17.00	\$9,775.00	\$8.00	\$4,600.00	\$7.00	\$4,025.00	\$10.00	\$5,750.00		
\$10.00	\$1,500.00	\$25.00	\$3,750.00	\$1.00	\$150.00	\$140.00	\$21,000.00	\$10.00	\$1,500.00	\$10.00	\$1,500.00	\$80.00	\$12,000.00		
\$17,000.00	\$17,000.00	\$50,000.00	\$50,000.00	\$5,000.00	\$5,000.00	\$43,000.00	\$43,000.00	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00	\$55,903.00	\$55,903.00		
\$768,157.00		\$794,520.15		\$830,322.50		\$889,267.00		\$898,181.40		\$973,042.00		\$1,109,978.00			
\$768,157.00		\$794,520.15		\$830,322.50		\$889,267.00		\$898,181.40		\$973,042.00		\$1,109,978.00			

RESOLUTION 2018 - _____

**A RESOLUTION APPROVING OF
2018 WATER MAIN REPLACEMENT
AGREEMENT BETWEEN THE VILLAGE
OF BARTLETT AND GERARDI SEWER & WATER CO.**

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

SECTION ONE: The 2018 Water Main Replacement Agreement dated April 3, 2018, between Gerardi Sewer & Water Co. and the Village of Bartlett, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 3, 2018

APPROVED: April 3, 2018

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2018 - _____ enacted on April 3, 2018, and approved on April 3, 2018, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

2018 WATER MAIN REPLACEMENT PROJECT AGREEMENT

This Water Main Replacement Project Agreement (the "Agreement") is entered this 3rd day of April, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Gerardi Sewer & Water Co. (the "Contractor") (collectively, the "Parties").

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

Project Work.

a. For the improvements of the installation of approximately 800 feet of 8 inch water main & 3200 feet of 6 inch water main on four streets. The 4000 feet of water main installation will include fire hydrants, valves and vaults, service connections, directional boring and abandoning the existing water main. Other work related to the installation of the water main will include pressure testing and chlorination, curb, sidewalk, pavement removal and replacement and restoration. All Project Work shall be performed in strict compliance with the below defined Contract Documents.

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

Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before August 1, 2018.

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

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

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

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

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

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

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

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

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

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

(v) Certified Payrolls (defined below)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Commercial General and Umbrella Liability Insurance.

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

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

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

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

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

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

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

2. Continuing Completed Operations Liability Insurance.

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

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

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

3. Business Auto Liability Insurance.

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

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

4. Workers Compensation and Employees Liability Insurance.

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

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

5. Excess Umbrella Liability Insurance Coverage.

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

6. General Insurance Provisions.

a. Evidence of Insurance

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

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

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

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

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

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

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

b. Acceptability of Insurers

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

c. Cross-Liability Coverage

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

d. Deductibles and Self-Insured Retentions

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

e. The Village Shall Not Waive Any Rights of Subrogation

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

f. Failure to Comply with Insurance Reporting Provisions

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

g. All Insurance Obtained Shall Apply Separately to Each Insured

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

h. Insurance Requirements cannot be Waived

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

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

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

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

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

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

j. Notice of Personal Injury or Property Damage

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

k. Subcontractors

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

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

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

J. Prevailing Wages.

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

K. Default.

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

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

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

M. Hazardous Substances.

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

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

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

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

N. Delays in Project Work.

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

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

O. Change Orders.

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

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

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

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

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

R. Exhibits and Contract Documents.

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

S. Assumption of Liability.

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

T. Severability

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

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

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

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

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

W. Clean Air Act and Federal Water Pollution Control Act

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

X. Removal and Disposal

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

Y. Work by Trade Unions

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

case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

Z. Illinois Human Rights Act.

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

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

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

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

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

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

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

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

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

Z-1. Guarantee.

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

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

Z-2 Miscellaneous.

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

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

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

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

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

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

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

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

VILLAGE OF BARTLETT:

Gerardi Sewer & Water Co.

By: _____
Kevin Wallace
Village President

By: _____
Title: _____

Attest:
By: _____
Lorna Giles, Village Clerk

Attest:

Title: _____

Date: _____

Date: _____