

Victory Centre Pubic Hearing – 7:00 P.M.

VILLAGE OF BARTLETT
BOARD AGENDA
APRIL 17, 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:** Board and Committee Minutes – April 3, 2018
- *7. **BILL LIST:** April 17, 2018
8. **TREASURER'S REPORT:** February, 2018
Motor Fuel Tax Report – January, 2018
Sales Tax Report – December, 2017
9. **PRESIDENT'S REPORT:** Building Safety Proclamation
Arbor Day Proclamation
Tree City USA Community Award
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. Resolution Approving of the Asbestos Abatement Contract Between the Village of Bartlett and Husar Abatement, Ltd. for 117-121 Railroad Avenue (Lucky Jack's)
2. Resolution Approving of the Demolition Contract Between the Village of Bartlett and Delta Demolition for 117-121 Railroad Avenue (Lucky Jack's)
3. Ordinance Approving and Directing the Execution of Amendment Three to the Annexation and Development Agreement for the Bartlett Senior Living Campus (Victory Centre)
4. Ordinance Amending Ordinance #2004-115 and Approving an Amended Planned Unit Development Covenant Condition for the Bartlett Senior Living Campus (Victory Centre)
- *5. Ordinance Annexing 3.6 Acres at the Southwest Corner of West Lake Street and Route 59 to the Village of Bartlett

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

1. Ordinance Authorizing the Sale of Real Estate Owned by the Village of Bartlett and Approving Contract to Sell Vacant Land Located at the Southwest Corner of East Railroad and Berteau Avenues
- *2. Ignite the Courage Road Closure Request

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

- *1. Ordinance Reserving 2018 Volume Cap for Private Activity Bond Issues and Related Matters
- *2. Resolution Repealing Procedures for Municipal Utility Tax Rebates for Senior Citizens (Electric and Natural Gas)

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CAMERER

- *1. Apple Blossom Run Parade Permit
- *2. Resolution Approving the Removal of a Dangerous Tree in the Heritage Oaks Tree Preservation Easement at 340 S. Oak Avenue

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARONARO

1. None

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

- *1. Resolution Approving of the Temporary Construction Easement Agreement Between the Bartlett Park District and the Village of Bartlett for the Construction of Water Main Improvements Along the Apple Orchard Park District Property
- *2. Resolution Approving of the Permanent Easement Agreement Between the Bartlett Park District and the Village of Bartlett for the Construction, Operation and Maintenance of Water Main Improvements Along the Apple Orchard Park District Property
- *3. Resolution Approving of the Transmission Main Intergovernmental Agreement Between the Village of Bartlett and the Bartlett Park District
- *4. Resolution Approving the Construction Engineering Services Agreement Between the Village of Bartlett and Christopher B. Burke Engineering Ltd.
- *5. Resolution Approving Public Water Supply Loan Program Application Documents (Receiving Station & Storage Tanks) and Authorizing Village Administrator to Sign
- *6. Resolution Approving Public Water Supply Loan Program Application Documents (Transmission Mains) and Authorizing Village Administrator to Sign
- *7. Resolution Approving the Amendment to the Multi-County Municipality Intergovernmental Agreement Between the Village of Bartlett and the Metropolitan Water Reclamation District of Greater Chicago
- *8. Ordinance Authorizing the Sale by Internet Auction of Surplus Personal Property Owned by the Village of Bartlett

13. NEW BUSINESS

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT

Certificate of the Publisher

Examiner Publications, Inc. certifies that it is the publisher of The Examiner of Bartlett. The Examiner of Bartlett is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the Village of Bartlett, Township of Wayne, County of DuPage, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 times in The Examiner of Bartlett, namely one time per week for 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on March 28, 2018 and the last publication of the notice was made in the newspaper dated and published on March 28, 2018. This notice was also placed on a state wide public notice website as required by 5 ILCS 5/2.1.

In witness, Examiner Publications, Inc. has signed this certificate by Randall Petrik, its publisher, at The Village of Bartlett, Illinois, on March 28, 2018.

Examiner Publications, Inc.



By: Publisher Randall E. Petrik, Publisher, Examiner Publications, Inc.

Subscribed and sworn to before me this 28 day of March, A.D. 2018.



Notary Public

PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the Village Board of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, will hold a Public Hearing on **Tuesday, April 17, 2018** at 7:00 P.M. or as soon thereafter as the matter may be heard, in the Bartlett Municipal Center, 228 South Main Street, Bartlett, Illinois to consider testimony and evidence from the petitioner and members of the public with respect to the petition of Bartlett SLF Associates, LP and Bartlett LP Associates, LP (Victory Centre of Bartlett) (Case #18-02) on Amendment Three to the Annexation and Development Agreement in the PD (Planned Development) Zoning District.

This property is located at 1101-1105 West Bartlett Road at the southwest corner of Rt. 59 and West Bartlett Road in Bartlett, Illinois.

The Permanent Index Numbers for this property are: 06-33-400-022, 06-33-400-023, 06-33-401-014 and 06-33-401-015.

The draft Amendment Three to the Annexation and Development Agreement is available for public viewing at the Bartlett Village Hall located at 228 South Main Street in the Community Development Department from 8:30 a.m. to 4:30 p.m. Monday through Friday or on the Village's website under Community Development. Upcoming Public Hearings - Information & Exhibits.

The above-referred Public Hearing may be recessed from time to time to another date or dates, if notice of the time and place of such adjourned Public Hearing is publicly announced at the immediately preceding Public Hearing.

All interested parties are invited to attend and will be given an opportunity to be heard. If an accommodation for an individual with a disability is necessary, please contact Paula Schumacher at 837-0800 (voice) or 830-0940 (TDD).

By
Kevin Wallace, President
Village of Bartlett

cc: L. Gilles, Village Clerk,
Petitioner

As published in *The Examiner* March 28, 2018 0328



VILLAGE OF BARTLETT
BOARD MINUTES
April 3, 2018

1. CALL TO ORDER

President Wallace called the regular meeting of April 3, 2018 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Management Analyst Sam Hughes, Economic Development Coordinator Tony Fradin, 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, Water Supervisor Tom Ruzicka, Building Director Brian Goralski, Assistant Golf Professional Paul Galvan, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Chuck Snider, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Susan Tyrrel from Immanuel United Church of Christ 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.

Trustee Carbonaro stated that he would like to add item 1 under Police & Health (Ordinance 2018-30, 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) to the Consent Agenda.



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Trustee Reinke stated that he would like to add items 1 and 2 under Public Works (Ordinance 2018-31, 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) and Ordinance 2018-32, 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)) to the Consent Agenda.

Trustee Deyne moved to amend the Consent Agenda to add item 1 under Police & Health (Ordinance 2018-30, 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) and items 1 and 2 under Public Works (Ordinance 2018-31, 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) and Ordinance 2018-32, 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), and that motion was seconded by Trustee Carbonaro.

ROLL CALL VOTE TO AMEND THE CONSENT AGENDA

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

President Wallace then recited each item that was originally on the Consent Agenda and each item that was added to the Consent Agenda, including the nature of the matters being considered and other information to inform the public of matters being voted upon on the Amended Consent Agenda. He then stated that he would entertain a motion to approve the Amended Consent Agenda, and the items designated to be approved by consent therein.

Trustee Camerer moved to approve the Amended Consent Agenda, and all items designated to be approved by consent therein as amended, and that motion was seconded by Trustee Deyne.



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

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

6. MINUTES

Trustee Deyne moved to approve the Public Hearing, Board, Committee minutes from March 20, 2018 as well as the Committee minutes from March 14, 2018 and motion was seconded by Trustee Carbonaro.

ROLL CALL VOTE TO APPROVE THE MINUTES FROM MARCH 20, 2018 AND MARCH 14, 2018

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

7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT - None
9. PRESIDENT'S REPORT - None
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Hopkins stated that several residents and the parents of Centennial Elementary have contacted the Village regarding safety and traffic concerns at the Stearns Road bridge.

Public Works Director Dan Dinges stated that Stearns Road is closed at the culvert where they are removing the pedestrian bridge, extending the box culvert to the north, so they could move the bike path further north away from the road. They are also getting rid of the guardrail and putting in curbs. Once it completed, it will be much safer for everyone. Unfortunately, it is very tight and they could not have a contractor working while vehicles are crossing the road at the same time. They are allowing eight weeks for completion. They worked with the school principal and U-46 Transportation back in early February. They tried to complete this project in the fall but AT&T determined (at the last minute) that



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they had a conduit in our way. He understood that it is an inconvenience and they have been working with the police department to make sure it is safe for the drop off and pick up. They monitored traffic prior to the construction and had a good idea of the traffic patterns. There is increased traffic on Prospect because cars can't head west on Stearns. He stated that the busiest time pattern is 10 to 15 minutes in the morning and 10 to 15 minutes in the afternoon. He stated that it seems to be functioning and they will continue to monitor it.

Police Chief Patrick Ullrich stated that they have been working with Public Works and the school to make this as safe as possible. He stopped into the school this morning and talked to them and the traffic flowed well. One of the difficulties is the drop off lane in the school parking lot when parents take too long and this creates a backup onto Prospect. He stated that he has had officers out there throughout the day. There were 10 traffic enforcement activities throughout the day in the neighborhood and around the school. They had the speed trailer out on Prospect as well. They will continue to make their presence known throughout this eight week period.

Trustee Reinke talked about the Struckman and Schick bridge construction and the long period to wait for the concrete to cure. He asked if they will have that same phenomenon on Stearns.

Mr. Dinges stated that there will be some when they pour the box culvert but they will have other work to complete meanwhile. They know that they have eight weeks to complete this project but everything is dependent on the weather.

Trustee Camerer asked what was the best case "time" scenario.

Mr. Dinges stated about six weeks would be about the best with ideal conditions throughout.

Trustee Hopkins asked if they could put additional funding in this and to have the workers work overtime and get it done in a shorter amount of time?

Mr. Dinges stated that if he would like to pursue that they could talk to the contractor and see how much money that would mean.

President Wallace stated that in weather events, we might want to keep this in our back pocket. The last thing they want to do is to get rained out for two or three weeks and not be able to pour concrete and its pushing up against the main coming through.

Mr. Dinges stated that the biggest thing is the cofferdam and then they pipe to the existing culvert. Once this gets in, they can work around it and weather won't be much of an issue unless we get a big storm.



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President Wallace stated that it was very gracious of him not to pass the buck on some of the other people that were involved who delayed it last year when it should have been done. There were things out of our control that delayed this.

11. TOWN HALL

Joan Plice, 128 S. Hickory Avenue

Ms. Plice stated that they were having a problem with the 18 wheeler trucks coming through their neighborhood. They are coming off of Lake Street because of the construction on Route 59. She spoke of the weigh signs for 12,000 pound limits and asked for some to be on her street.

Chief Ullrich stated that trucks can come through if they are making local deliveries. They will take a look at the old maps and see where the signs were located and make sure they are not obstructed by tree branches. If more signs are deemed necessary they will put them out there.

Brian Thomas, 1260 Spaulding Road

Mr. Thomas stated that he has lived in Bartlett for 26 years. He talked about the southwest corner of West Lake Street and Route 59 annexation. He stated his many issues at a previous meeting and asked the Board not to turn this property into concrete and an auto dealership.

12. STANDING COMMITTEE REPORTS:

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

B. BUILDING COMMITTEE, CHAIRMAN GABRENYA

Trustee Gabrenya stated that the Bartlett Police Special Display Permit for McGruff the Crime Dog inflatable balloon for National Night Out was covered and approved under the Consent Agenda.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne presented Resolution 2018-26-R, a Resolution Adopting the Village of Bartlett Budget for Fiscal Year 2018-19. He stated that the Board reviewed the proposed budget at the March 6th, March 14th and March 20th meetings. Adjustments to reduce the proposed budget totaled \$269,071. The budgeted expenditures total \$101,627,659.



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Trustee Deyne moved to approve Resolution 2018-26-R, a Resolution Adopting the Village of Bartlett Budget for Fiscal Year 2018-19 and that motion was seconded by Trustee Camerer.

ROLL CALL VOTE TO APPROVE RESOLUTION 2018-26-R, ADOPTING THE BUDGET FOR FISCAL YEAR 2018-19

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

NAYS: Trustee Carbonaro

ABSENT: None

MOTION CARRIED

Trustee Deyne presented Ordinance 2018-27, 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.

Trustee Deyne moved to approve Ordinance 2018-27, 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 and that motion was seconded by Trustee Reinke.

Trustee Hopkins stated that he was excited to have this repealed. Taxing something that is a necessity is just wrong.

President Wallace stated that he also agrees with this elimination.

Trustee Carbonaro asked about another ordinance covering the senior rebates.

Attorney Mraz stated that it will come after this and it's filed with Nicor.

ROLL CALL VOTE TO APPROVE ORDINANCE 2018-27, ELIMINATING THE NATURAL GAS USE TAX IN ITS ENTIRETY

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

NAYS: None

ABSENT: None

MOTION CARRIED

Trustee Deyne presented Ordinance 2018-28, an Ordinance Repealing Title 14, Chapter 2, of the Bartlett Municipal Code to Repeal and Eliminate the Municipal Electricity Use Tax in its Entirety.



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Trustee Deyne moved to approve Ordinance 2018-28, an Ordinance Repealing Title 14, Chapter 2, of the Bartlett Municipal Code to Repeal and Eliminate the Municipal Electricity Use Tax in its Entirety and that motion was seconded by Trustee Camerer.

ROLL CALL VOTE TO APPROVE ORDINANCE 2018-28, ELIMINATING THE ELECTRICITY USE TAX IN ITS ENTIRETY

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

NAYS: None

ABSENT: None

MOTION CARRIED

Trustee Deyne stated that Resolution 2018-33-R, a Resolution Approving of the Janitorial Services Agreement Between the Village of Bartlett and Multisystem Management Company were covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer presented Ordinance 2018-29, 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.

Trustee Camerer moved to approve Ordinance 2018-29, 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 and that motion was seconded by Trustee Hopkins.

Trustee Camerer asked for more input and if there were any complaints.

Management Analyst Sam Hughes stated that they have received several complaints over the year from residents being woken up very early in the morning. They have had the police talk to the drivers and asked if they could politely come a little bit later. Staff has also made phone calls to the companies with the same request. They thought this was a good time to make an official ordinance and it was mirrored off of the residential waste hauler contract. They can begin at 7:00 AM and go until 6:00 PM, similar to surrounding communities.

Trustee Camerer stated that he thought it would be better to pick the trash up earlier rather than later.

Mr. Hughes stated that many of the homes in the residential area back up to commercial sites and it is very noisy.



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Village Administrator Schumacher stated that commercial haulers are not limited to Tuesday's – it could be any day of the week.

Trustee Hopkins asked if the commercial and industrial businesses were required to use Groot.

Mr. Hughes stated that they do not have any contract for commercial, only residential.

Trustee Hopkins asked if we get a franchise fee or any royalties from commercial accounts.

Mr. Hughes stated "no".

Trustee Hopkins asked if other municipalities mandate business users to use the Village's choice of waste hauler?

Mr. Hughes stated that he did not think that was common but he would look into it.

Attorney Mraz stated that the Village could charge a license fee for commercial waste haulers but then it would have to police that. Commercial and industrial owners or managers enter their own contracts with the individual waste hauler.

Trustee Camerer did not want to add any further burden to the business owners.

Trustee Hopkins stated that we are making residents pay this fee and they are passing it on to the consumers, maybe if you open it up to everybody, it would lighten the burden on the taxpayers a little bit.

Trustee Camerer stated that most businesses are paying considerably more for trash pickup than the regular residential customers are. All the businesses that he can see have dumpsters, so there is already a burden on the businesses and he would not be in favor of that whatsoever.

Trustee Reinke stated that it was more important to focus on the evil that they are trying to remedy which is the trucks showing up at 5:00 in the morning. He was in support of that.



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ROLL CALL VOTE TO APPROVE ORDINANCE 2018-29, RESTRICTING THE HOURS OF GARBAGE AND REFUSE COLLECTIONS FOR COMMERCIAL, BUSINESS, INDUSTRIAL AND LARGE MULTI-FAMILY DEVELOPMENT COLLECTIONS

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

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that Ordinance 2018-30, 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 was covered and approved under the Consent Agenda.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Ordinance 2018-31, an 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); Ordinance 2018-32, an 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); Resolution 2018-34-R, 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 2018-35-R, a Resolution Approving of 2018 Water Main Replacement Agreement Between the Village of Bartlett and Gerardi Sewer & Water Co. were covered and approved under the Consent Agenda.

13. NEW BUSINESS

Trustee Reinke stated that they have talked about the police vehicle replacement cycles and he thought it was something they needed to discuss before the next budget. His "yes" vote was in anticipation that this would be addressed. He hoped that they could talk about this in the next couple of months.

Administrator Schumacher stated that the police department and staff are working on a program and what kind of criteria to use for number of years, number of miles, different types of uses, etc. for the Board to look at.

President Wallace asked if they continually look for competitive bids for the maintenance work on vehicles?



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Administrator Schumacher stated that they took a look at combining vehicle maintenance with the Park District and the Fire Department. After talking to her counterparts at these districts, they determined that it would not be the most cost-effective way since they all have very different vehicles. She stated that a lot of the maintenance for the police department goes back to the dealer under warranty.

Chief Ullrich stated that the dealer warranty is usually gone by the first year because of the mileage.

President Wallace stated that from a business standpoint, fleet management should make sure that the vehicles are maintained. This should be "shopped" out to save money because it could be pretty competitive. He suggested combining this with the police departments vehicle replacement report.

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Carbonaro stated that the Ever Wash car wash was open and they are giving out free stuff.

President Wallace thanked the staff for their efforts on the budget.

15. ADJOURNMENT

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

ROLL CALL VOTE TO ADJOURN TO COMMITTEE

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:40 p.m.

Lorna Giles
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
APRIL 3, 2018**

President Wallace called the Committee of the Whole meeting to order at 7:40 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, Management Analyst Sam Hughes, Economic Development Coordinator Tony Fradin, 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, Water Supervisor Tom Ruzicka, Building Director Brian Goralski, Assistant Golf Professional Paul Galvan, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Chuck Snider, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

COMMUNITY & ECONOMIC DEVELOPMENT, CHAIRMAN GABRENYA

1. Review of Bid for Village Owned Property – Site E in Town Center Subdivision

Chairman Gabrenya stated that several months ago, the Board discussed the possibility of working towards a proposal for the parcel owned by the Village on Railroad Avenue and she asked the Economic Development Coordinator to explain.

Economic Development Coordinator Tony Fradin stated that this is a result of the Transit Oriented Development (TOD) Plan that was formally adopted by the Board in October of 2016. As a component of this plan, the consultants and those who worked on the plan identified several key parcels in the downtown area where new residential development could be located including a 1.87 acre parcel at the southwest corner of E. Railroad and Berteau owned by the Village. The site is identified as Opportunity Site E in the TOD Plan and was categorized as a near term development site (1 to 3 years).

Due to changing demand, a rental apartment development is more feasible than condominium buildings. Staff brought a proposed request for proposals document that they crafted with the village attorney.

Foxford Communities, an active developer of apartment projects in area communities including Lake Zurich, Oswego, Hawthorn Woods, Countryside, Lake Bluff, Barrington, Glenview and others, submitted the lone bid and submitted all of the required documents for this proposal.



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Foxford proposes a 254' x 77' building comprised of forty-one (41) rental apartments, with twenty-one (21) two bedroom units and twenty (20) one bedroom units. They propose the one bedroom units renting in the \$1,500 and up range and the two bedroom units renting for \$1,900 and up.

An interesting and creative architectural aspect of their proposal is that the front elevation of the building has been designed to appear to be nine row houses rather than a traditional apartment building. Foxford has designed the building in this manner in an effort to create a tasteful transition area between the Bartlett Town Center condo buildings to the west and the Asbury Place townhome development to the east.

Foxford Communities proposes to close on the property for a price of \$662,500, which slightly exceeds the minimum \$660,000 price as required for bidders on this Village owned property. Please note that Foxford requests a closing credit of \$8,000 in lieu of the Village providing the ALTA survey. Financials were provided to Village Attorney Mraz for his review. They would be required to pay for all building permit fees and review fees. They propose a \$6.8 million dollar budget for this project.

Per the RFP timetable as presented to the Committee of the Whole this past December, staff had proposed the submittals to be sent to the Economic Development Commission for their review and recommendation. Taking into account that only one submittal was received, staff requests this item to be forwarded directly to the Village Board for its consideration.

He stated that Tim Kellogg, a representative of Foxford Communities was there to answer any questions.

Chairman Carbonaro asked how many rental units there were and how many parking spaces.

Mr. Fradin stated 41 rental units and 71 parking spaces (1.73 per unit).

Chairman Deyne asked what the timeline was for buildout.

Tim Kellogg stated that once they would close on the project, it would take about two months to get the site conditions and groundbreaking work, then approximately twelve months to go vertical (weather permitting).

Attorney Mraz stated that the RFP was set up to be contingent upon zoning. They have to amend the PUD and some other zoning requirements. Once they get all the approvals to build, the mentioned timeframe would kick in. At that time, the property would be closed on.



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Chairman Gabrenya asked why the TOD stipulated apartments instead of condominiums. She asked if staff was concerned that there was only one bid for this property.

Mr. Fradin stated that it was a little surprising that there was only one because a number of other parties were inquiring and investigating. They gave several reasons for not submitting and one was the asking price and also lack of TIF incentives. He stated that there were a number of reasons for apartments versus condominiums. The largest one being general market forces and the lack of new condominium developments throughout suburban downtowns over the past several years. He would estimate that the last 20+ calls that he has had on these types of projects have all been apartments. This is happened throughout the suburban market as well.

Chairman Camerer stated that he specifically asked staff to go to the condominium association for Bartlett Town Center and get feedback and information from them. Was that ever followed through on? What kind of feedback did we get from the condominium association?

Ms. Schumacher stated that they have heard from some of the condominium owners regarding the rental price point of the apartments and they felt that it was commensurate with the condominiums.

Chairman Reinke stated that with the market conditions being what they are, if you can't lease it at the published price point, theoretically you would drop your price point.

Ms. Schumacher stated that the condominiums marketed for rent in the Town Center have similar rent prices.

Chairman Reinke stated that one of the perennial concerns he has is parking. Once something like this is built, it is very difficult to add additional parking. He believed that a successful project such as this will rise and fall because of parking. People don't have the patience for parking issues. If there is spillover parking in adjacent developments, people are going to be unhappy about it.

Chairman Gabrenya inquired if bringing in an apartment building affects the values of the condominiums? Do we as a Board, need to be cognizant of that?

Mr. Fradin stated that it is not part of the submittal to determine what kind of affect these apartments might have on property values. In terms of the architecture of the site, the number of units, the way they fit in with the existing buildings, are not greatly at odds with surrounding area. They are not anticipating it to have a negative effect on the downtown. He thought it would bring some new construction, new projects, new customers for local businesses as well. Because of the transit oriented nature, some percentage of them are



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people who use the Metra station to commute downtown. It will be more of a plus to the downtown area than a detractor.

Chairman Camerer stated that ultimately, we don't have any control over those price points. It is simply the builder's choice to indicate the rent amount. He stated that they are not anticipating low income housing but that is certainly something we would not want.

Chairman Reinke stated that the \$8,000 for the ALTA survey is a little bit heavy but considering that the developer's proposing to pay the freight, review fees and the connection fees, etc. it seems a relatively reasonable amount.

Administrator Schumacher stated that their next step is to bring this to the Board for approval and move it through the traditional site plan approval process.

BUILDING & ZONING, CHAIRMAN HOPKINS

1. Discussion of Chickens in Residential Districts

Chairman Hopkins stated that during the "New Business" portion of the January 16th Village Board meeting, he brought up the issue of a resident who was denied a chicken license due to a smaller than required lot size and the current regulations do not allow for a variation request.

Community Development Director Jim Plonczynski stated that they had a discussion because one of the chicken license applicants did not meet the minimum square foot lot size of 8,000 SF and there is no variance process. At that time, the consensus was to wait until the first year had passed. The Village has issued four licenses in the last year and denied one, with a maximum of 25 lots to be licensed throughout the Village.

Chairman Deyne asked why there was not a variance process.

Village Attorney Bryan Mraz stated that they did not include a variation process and Chairman Hopkins had raised this issue as well. He stated that even with a variation process there is still a maximum variation and you still have to get into the standards for what a variation is. Our variation standards now that we have for zoning variations did not apply. It could be amended to provide some variation process. It cannot be open-ended, and there will always be somebody who is just beyond that. It may just be square footage of the yard, it is really just a function of how close the chickens are to the neighbors. There was not a process built into the original ordinance and it became an issue when a couple of interested parties were just below the threshold that the Board set. The Board wanted to sit back and see what the demand and impact was. If the Board wishes to modify the ordinance or add a variation process, we can do that.

Chairman Deyne asked if the demand was pretty steady for the four permits or the one that has not qualified?



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Mr. Plonczynski stated that they have had other inquiries that had not met the 8,000 SF requirement. So far they have not received any applications.

Chairman Hopkins stated that he thought the variance process was very typical in construction and building. This particular instance he thought they were better off just allowing people in residential zoning districts to have chickens as long as they meet the requirements of the setbacks and have the area for the run and the coop. He thought that was enough restrictions. He thought that 8,000 SF was just an arbitrary number that doesn't really mean anything. You allow people to have cats and dogs that don't even have yards.

Chairman Camerer agreed with Chairman Hopkins. He asked what the square footage was on smaller lots in the village?

Mr. Plonczynski stated that the smallest single-family lot size is 6,000 SF.

Chairman Camerer stated that they have had only four permits in a year and agreed if they have smaller lots, but still meet the setbacks, they should be allowed.

Chairman Reinke stated that he thought there should be some sort of simplified variance process. He stated that there was a lady in his neighborhood whose lot backs up to the Route 59 sound wall. Clucking chickens are not going to be a sound issue at this location. Things like surveys, site plans, landscaping plans, are part of the currency of what you do for a living but for most residents they are very intimidating and can be very expensive. If we could just make it so a resident could come in, file some paperwork and have some meaningful standards for staff, he thought it would be a great thing to do.

Chairman Hopkins inquired about Provision "B" – removing the sunset clause that expires on March 21, 2019 which would basically repeal this whole ordinance.

President Wallace stated that he did not want to repeal the sunset clause since anyone acquiring chickens in this first year would have started with chicks. He wanted to wait until we had full size chickens for a year.

Chairman Camerer suggested bringing the "bee" license requirements down to a minimal lot size as well so more people can have bees.

Chairman Reinke suggested extending the sunset provision for number of years to allow the chicks to mature and for us to build experience in town.

Chairman Hopkins suggested changing it to 2022.

President Wallace suggested extending it for a couple of years. He stated that he was not a big fan of making the lot size smaller.

Attorney Mraz stated that at least two Board members supported the smaller lot size of 6,000 SF and Chairman Reinke talked about the variation process. He asked for some direction on how to proceed.



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President Wallace stated that the Board was in agreement for allowing chickens on the smaller lot size as long as the setbacks are met and it is a single family home.

Chairman Reinke stated that staff does need to look at the setbacks and the context of the 6,000 SF lot so we don't put ourselves into a corner, in case you would need a variance process.

2. Southwest corner of West Lake Street & Route 59 Annexation

Mr. Plonczynski stated that this was brought before the Board at the Committee level it is now being marketed by a broker. They have gone through the process with the Plan Commission and they looked at:

- A) Annexation of the east lot (3.6 acres)
- B) Rezoning the east lot (3.6 acres), upon annexation, and the west lot (7.2 acres) from the ER-1 (Estate Residence) to the B-4 (Community Shopping) Zoning District.

He stated that they would like to at least move on the annexation of the property. When they have the development proposals for this site from the brokers they can determine which way we are going to go with zoning. The development proposals may not take the entire parcel. Years ago, this area was planned for commercial development and some of it is zoned commercial and some remains ER-1 zoning. He stated that where Mr. Thomas lives, it is zoned multi-family SR-6, primarily characterized by townhomes. They would like to move forward with the annexation of this property which would require a public hearing in front of the Board as well as an annexation ordinance approving this.

Attorney Bryan Mraz stated that it may not require a public hearing since there is not an annexation agreement with ourselves or a plan as to what the development may be. He stated that the public hearing would be on what the zoning proposal would be after it has been annexed.

Chairman Reinke asked why the Village did not annex this property when they bought it.

Mr. Plonczynski stated that when they bought this property and created the TIF district, the piece to the west was going to be a church. They were worried that they would lose a parcel that was commercially zoned and developed so they bought it and moved the church site further west.

Attorney Mraz stated that the owner of this piece was not interested in selling or annexing it at the time the TIF was created. He was not sure why it wasn't annexed after that.

President Wallace asked if a developer owned the adjacent B-4 property?



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Mr. Plonczynski stated "yes" and they have a meeting with the owner tomorrow. They were the owners and developers of the townhome project developer to the west (Town and Country Homes).

President Wallace stated that he didn't see any hesitation in annexing it.

Chairman Reinke stated that it is not only the annexation but the rezoning. He understood that Mr. Thomas was concerned for his neighborhood. However, when this property is reasonably developed, he is going to see the increase in traffic and there is going to be changes. That is unfortunate because the rezoning makes sense, and it is consistent with the area. When they do finally get a developer he hopes they will get somebody that will pay attention to the traffic and the traffic flow as well as site access.

President Wallace stated that this is the outfall and downfall of Lake Street - there are a lot of cars going down there.

Mr. Plonczynski stated that the unfortunate thing about the adjacent B-4 property is that it will have access through Horizon Drive. Even though they touch Route 59 there is no access to it. IDOT will not give them a curb cut. They would need to get some land assembly with the property owners to the south to get access onto Route 59 or from the Village parcel.

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, Gabrenya, Hopkins, Reinke

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting adjourned at 8:24 p.m.

Lorna Giles
Village Clerk

**VILLAGE OF BARTLETT
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 INVOICES DUE ON/BEFORE 4/17/2018**

100-GENERAL FUND REVENUES

430300-VILLAGE FINES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAUSHAL DHOLAKIA	PARKING TICKET REFUND	25.00
	INVOICES TOTAL:	25.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - APRIL 2018	323,712.09
** 1 DEARBORN NATIONAL	MONTHLY INSURANCE - APRIL 2018	2,760.63
** 1 FIDELITY SECURITY LIFE	MONTHLY INSURANCE - APRIL 2018	963.85
	INVOICES TOTAL:	327,436.57

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	164.71
	INVOICES TOTAL:	164.71

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	I-PASS REPLENISHMENT	40.00
	INVOICES TOTAL:	40.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CHAIRMAT	118.29
	INVOICES TOTAL:	118.29

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ICSC/NIU REGISTRATIONS	791.85
	INVOICES TOTAL:	791.85

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ICSC MEMBERSHIP DUES	135.00
1 SISTER CITIES INTERNATIONAL	MEMBERSHIP DUES	595.00
	INVOICES TOTAL:	730.00

543910-HISTORY MUSEUM EXPENSES

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

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**	1 CARDMEMBER SERVICE	MUSEUM SUPPLIES	1,076.32
			<u>INVOICES TOTAL:</u> <u>1,076.32</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
**	1 CARDMEMBER SERVICE	LUNCH MEETING/DINNERWARE	
		124.92	
			<u>INVOICES TOTAL:</u> <u>124.92</u>

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	CULLEN INC	PROFESSIONAL SERVICES	
		2,000.00	
1	LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	
		150.00	
1	LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	
		925.00	
			<u>INVOICES TOTAL:</u> <u>3,075.00</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	DEIGAN & ASSOCIATES LLC	CONSULTING SERVICES	
		4,811.00	
			<u>INVOICES TOTAL:</u> <u>4,811.00</u>

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	INTERGOVERNMENTAL RISK	STORAGE TANK PREMIUMS	
		2,938.91	
			<u>INVOICES TOTAL:</u> <u>2,938.91</u>

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	MAILFINANCE	LEASE PAYMENT	
		426.45	
			<u>INVOICES TOTAL:</u> <u>426.45</u>

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	EXAMINER PUBLICATIONS INC	PUBLIC HEARING NOTICE	
		93.00	
			<u>INVOICES TOTAL:</u> <u>93.00</u>

530135-RECYCLING SUPPLIES/EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	GROOT INC	YARD WASTE STICKERS	
		361.00	
			<u>INVOICES TOTAL:</u> <u>361.00</u>

** Indicates pre-issue check.

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532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	LAMP	55.25
1 WAREHOUSE DIRECT	PAPER TOWELS/CLOCK/FOLDERS	121.49
INVOICES TOTAL:		176.74

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	17.29
INVOICES TOTAL:		17.29

1500-COMMUNITY DEVELOPMENT

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A5 GROUP INC	ADVERTISING SERVICES	1,825.00
INVOICES TOTAL:		1,825.00

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	POSTAGE	12.40
INVOICES TOTAL:		12.40

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INT'L ECONOMIC DEVELOPMENT COUNCIL	RECERTIFICATION FEE/T FRADIN	315.00
INVOICES TOTAL:		315.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APA MEMBERSHIP DUES	555.00
INVOICES TOTAL:		555.00

1600-BUILDING

522501-DOCUMENT IMAGING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NATIONAL BUSINESS SYSTEMS	DOCUMENT SCANNING SERVICES	899.98
INVOICES TOTAL:		899.98

526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	4,095.60
INVOICES TOTAL:		4,095.60

** Indicates pre-issue check.

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532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	LEGAL PADS/FILE JACKETS/SUPPLIES	108.35
	INVOICES TOTAL:	108.35

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO OFFICE TECHNOLOGY GROUP	COPIER MAINTENANCE SERVICE	1,070.08
1 PROSHRED NORTH	PAPER SHREDDING SERVICES	120.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	743.81
1 VISUAL COMPUTER SOLUTIONS INC	ANNUAL RENEWAL FEES	6,935.00
	INVOICES TOTAL:	10,103.89

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	1,304.82
	INVOICES TOTAL:	1,304.82

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	155.64
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	37.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	37.98
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	510.89
1 MR CAR WASH	MARCH 2018 CAR WASHES	116.61
** 1 SAM'S CLUB	FOOD PURCHASE/SUPPLIES	34.38
1 ULTRA STROBE COMMUNICATIONS INC	POWER SUPPLY REPLACEMENT	42.90
	INVOICES TOTAL:	1,005.00

526100-AUTO BODY REPAIRS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BOB'S AUTO BODY INC	AUTO BODY REPAIRS	769.80
	INVOICES TOTAL:	769.80

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER VACCINATIONS	57.60
** 1 SAM'S CLUB	FOOD PURCHASE/SUPPLIES	135.94
	INVOICES TOTAL:	193.54

** Indicates pre-issue check.

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530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 P.F. PETTIBONE & CO	SERVICE BARS	268.00
1 STREICHER'S INC	CLIP-ON TIE	8.00
1 STREICHER'S INC	UNIFORM SHIRT	56.99
INVOICES TOTAL:		332.99

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	EBAY PYPAL FEES	51.80
1 GUARDIAN TRACKING LLC	ANNUAL ONLINE SUBSCRIPTION FEE	2,775.00
INVOICES TOTAL:		2,826.80

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	39.94
INVOICES TOTAL:		39.94

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	RECHARGEABLE BATTERIES/CHARGER	76.68
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	80.88
1 WAREHOUSE DIRECT	ENVELOPES/PENS/INDEX CARDS	169.42
1 WAREHOUSE DIRECT	TONER	128.43
1 WAREHOUSE DIRECT	ENVELOPES	150.60
1 WAREHOUSE DIRECT	ENVELOPES	199.00
1 WAREHOUSE DIRECT	STORAGE FILES/BOXES	245.71
1 WAREHOUSE DIRECT	ENVELOPES	186.00
1 WAREHOUSE DIRECT	ENVELOPES	59.00
1 ZIEGLER'S ACE HARDWARE	RECHARGEABLE BATTERIES	59.96
INVOICES TOTAL:		1,355.68

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMAS ALAGNA	TUITION REIMBURSEMENT	1,488.12
1 KATHRYN R JUZWIN	CONSULTING SERVICES	3,750.00
** 1 KANE COUNTY CHIEFS OF POLICE	OFFICER OF THE YEAR BANQUET	315.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	50.00
1 NORTH EAST MULTI-REGIONAL	ANNUAL MEMBERSHIP FEES	6,460.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	325.00
1 NORTHWESTERN UNIVERSITY	COURSE REGISTRATION/G MILOS	2,200.00
1 GEOFFREY T PRETKELIS	TUITION REIMBURSEMENT	2,900.00
1 KYLE RYBASKI	TRAINING EXPENSES	220.88
1 DAVID SMITH	TRAINING EXPENSES	144.70
INVOICES TOTAL:		17,853.70

** Indicates pre-issue check.

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542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTIONS	314.09
INVOICES TOTAL:		314.09

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAW ENFORCEMENT RECORDS	MEMBERSHIP DUES	25.00
INVOICES TOTAL:		25.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS	D.A.R.E. GRADUATION FLOWERS	150.00
INVOICES TOTAL:		150.00

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	2.11
1 VERIZON WIRELESS	WIRELESS SERVICES	251.66
1 VERIZON WIRELESS	WIRELESS SERVICES	41.37
1 VERMEER-ILLINOIS INC	EQUIPMENT RENTAL	187.60
INVOICES TOTAL:		482.74

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	13,594.26
1 NICOR GAS	GAS BILL	907.56
1 NICOR GAS	GAS BILL	497.94
1 NICOR GAS	GAS BILL	895.84
1 NICOR GAS	GAS BILL	238.56
INVOICES TOTAL:		16,134.16

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	280.00
1 MONROE TRUCK EQUIPMENT INC	VEHICLE MAINTENANCE SUPPLIES	34.78
1 RUSSO'S POWER EQUIPMENT INC	CHAINS AW REPAIRS	25.50
1 ULTRA STROBE COMMUNICATIONS INC	ANTENNA REPLACEMENT	83.95
INVOICES TOTAL:		424.23

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	1,128.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	25.00

** Indicates pre-issue check.

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 INVOICES DUE ON/BEFORE 4/17/2018**

1	MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	25.00
1	MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	25.00
1	MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	25.00
			INVOICES TOTAL:
			1,228.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	CORE & MAIN LP	CREDIT - RETURNED ITEM	-180.00
1	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	1,234.40
1	A.J. SCHAEFFER	REIMBURSEMENT/DAMAGED MAILBOX	1,550.00
1	ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	188.28
			INVOICES TOTAL:
			2,792.68

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	196.99
1	LEE JENSEN SALES CO INC	MAINTENANCE SUPPLIES	42.00
1	ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	35.92
			INVOICES TOTAL:
			274.91

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	FIVE STAR SAFETY EQUIPMENT INC	SAFETY GOGGLES	294.00
			INVOICES TOTAL:
			294.00

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	THE UPS STORE	SHIPPING CHARGES	10.01
			INVOICES TOTAL:
			10.01

534230-SNOW PLOWING SALT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	DETROIT SALT COMPANY LLC	ROCK SALT	10,623.42
1	DETROIT SALT COMPANY LLC	ROCK SALT	1,983.91
1	DETROIT SALT COMPANY LLC	ROCK SALT	6,306.51
1	K-TECH SPECIALTY COATINGS INC	ANTI-ICING AGENT	5,252.04
			INVOICES TOTAL:
			24,165.88

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	BUCK BROS INC	EQUIPMENT MAINTENANCE SUPPLIES	452.99
1	GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	5.58
1	GRAINGER	SAW BLADE	407.44
1	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	39.08
1	MONROE TRUCK EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	55.08
1	RUSSO'S POWER EQUIPMENT INC	AIR FILTERS	22.46
1	RUSSO'S POWER EQUIPMENT INC	CONCRETE CHAINSAW CHAIN	435.00

** Indicates pre-issue check.

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1 WEST SIDE TRACTOR SALES CO	WHEEL LOADER MAINTENANCE	892.48
1 WEST SIDE TRACTOR SALES CO	BACK HOE BUCKET PARTS	71.66
INVOICES TOTAL:		2,381.77

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRAFFIC CONTROL & PROTECTION INC	MAINTENANCE SUPPLIES	168.75
1 TRAFFIC CONTROL & PROTECTION INC	STREET SIGN MATERIALS	1,612.50
INVOICES TOTAL:		1,781.25

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	MAINTENANCE SUPPLIES	381.69
1 UNIFIRST CORPORATION	MATS	12.38
1 UNIFIRST CORPORATION	MATS	12.38
INVOICES TOTAL:		406.45

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTANT ELECTRIC SUPPLY CO	STREET LIGHT MATERIALS	2,274.00
INVOICES TOTAL:		2,274.00

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA MEETING FEES	16.67
INVOICES TOTAL:		16.67

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	472.92
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	444.00
1 EARTH INC	GRAVEL PURCHASE/HAULING CHARGES	1,860.27
1 ENGINEERING RESOURCE ASSOCIATES	DEVON/W BARTLETT ROAD BIKE PATH	8,252.20
1 WELCH BROS INC	GRAVEL PURCHASE	201.05
1 WELCH BROS INC	MAINTENANCE MATERIALS	1,302.00
1 WELCH BROS INC	MAINTENANCE MATERIALS	155.00
INVOICES TOTAL:		12,687.44

3000-DEBT SERVICE EXPENDITURES

523700-AGENTS FEES

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

4200-MUNICIPAL BLDG PROJECTS EXP

** Indicates pre-issue check.

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585058-2016 POLICE STATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO COMMUNICATIONS LLC	RADIO SYSTEM	24,568.00
1 FREDERICK QUINN CORPORATION	POLICE STATION PAYOUT #9	1,873,702.00
1 KONICA MINOLTA BUSINESS	COPIER FOR POLICE DEPT	559.74
1 KONICA MINOLTA BUSINESS	COPIER FOR POLICE DEPT	10,525.42
1 KONICA MINOLTA BUSINESS	COPIER FOR POLICE DEPT	351.84
INVOICES TOTAL:		1,909,707.00

4800-BREWSTER CREEK TIF MUN ACC EXP

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TONY FRADIN	EVENT REGISTRATION	25.00
INVOICES TOTAL:		25.00

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TONY FRADIN	WEBINAR FEES	190.00
INVOICES TOTAL:		190.00

5000-WATER OPERATING EXPENSES

520025-ELGIN WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CITY OF ELGIN	ELGIN WATER BILL	309,088.91
INVOICES TOTAL:		309,088.91

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-4	10,836.83
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-7	2,293.33
INVOICES TOTAL:		13,130.16

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	251.66
INVOICES TOTAL:		251.66

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	135.00
INVOICES TOTAL:		135.00

524120-UTILITIES

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

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1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2,162.98
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	17,501.00
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	8,047.11
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	796.22
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	8,570.12
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	262.08
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	505.46
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	4,884.29
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	3,382.63
1 NICOR GAS	GAS BILL	376.06
1 NICOR GAS	GAS BILL	76.77
1 NICOR GAS	GAS BILL	166.14
	INVOICES TOTAL:	46,730.86

527120-SVCS TO MAINT MAINS/STORM LINE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMMONWEALTH EDISON CO	DAMAGE CLAIM	1,900.20
1 EARTH INC	GRAVEL PURCHASE/HAULING CHARGES	1,860.27
1 WELCH BROS INC	GRAVEL PURCHASE	201.05
	INVOICES TOTAL:	3,961.52

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	28.55
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	9.48
	INVOICES TOTAL:	38.03

530150-SMALL TOOLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	46.94
	INVOICES TOTAL:	46.94

534300-EQUIPMENT MAINTENANCE MATLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
2 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	10.32
	INVOICES TOTAL:	10.32

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 UNIFIRST CORPORATION	MATS	12.38
1 UNIFIRST CORPORATION	MATS	12.38
	INVOICES TOTAL:	24.76

534810-METER MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WATER RESOURCES INC	WATER METERS/SUPPLIES	5,437.00
	INVOICES TOTAL:	5,437.00

** Indicates pre-issue check.

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541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA MEETING FEES	16.67
INVOICES TOTAL:		16.67

5100-SEWER OPERATING EXPENSES

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	251.66
INVOICES TOTAL:		251.66

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	1,125.00
INVOICES TOTAL:		1,125.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	393.91
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	402.21
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,511.93
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	310.21
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	458.60
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	479.93
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	188.40
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	448.68
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	434.09
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	362.85
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	194.88
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	582.68
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	64,084.81
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	261.54
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	264.74
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	314.23
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	220.54
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	491.16
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	23.63
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	43.62
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	32.83
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	154.75
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	58.69
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	114.89
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	101.51
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	82.53
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	88.98
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	213.65
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	128.74
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	196.99

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	188.01
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,049.59
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	22,577.48
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	79.46
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	62.20
1	NICOR GAS	GAS BILL	87.63
1	NICOR GAS	GAS BILL	36.56
1	NICOR GAS	GAS BILL	377.13
1	NICOR GAS	GAS BILL	28.15
1	NICOR GAS	GAS BILL	95.81
1	NICOR GAS	GAS BILL	28.64
1	NICOR GAS	GAS BILL	28.76
1	NICOR GAS	GAS BILL	95.18
1	NICOR GAS	GAS BILL	28.79
1	NICOR GAS	GAS BILL	27.70
1	NICOR GAS	GAS BILL	94.18
1	NICOR GAS	GAS BILL	32.81
INVOICES TOTAL:			97,564.28

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	GRAVEL PURCHASE/HAULING CHARGES	1,860.26
1 WELCH BROS INC	GRAVEL PURCHASE	201.05
INVOICES TOTAL:		2,061.31

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	258.00
1 ENVIRONMENTAL RESOURCE ASSOCIATES	MATERIALS & SUPPLIES	686.83
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	62.46
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	92.27
1 JACKSON-HIRSH INC	LAMINATOR	249.00
1 WAREHOUSE DIRECT	POWER BACK-UP	215.70
INVOICES TOTAL:		1,564.26

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	2,515.97
1 HAWKINS INC	CHEMICAL SUPPLIES	1,597.43
1 SOLENIS LLC	CHEMICAL SUPPLIES	8,931.00
1 STATE INDUSTRIAL PRODUCTS	CHEMICAL SUPPLIES	377.66
1 STATE INDUSTRIAL PRODUCTS	CHEMICAL SUPPLIES	772.54
INVOICES TOTAL:		14,194.60

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLUMBIA PIPE & SUPPLY CO	EQUIPMENT MAINTENANCE SUPPLIES	946.22
1 FLOW-TECHNICS INC	PUMP MAINTENANCE	1,230.00

** Indicates pre-issue check.

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1 FLOW-TECHNICS INC	PUMP REPAIRS	3,032.36
1 GASVODA & ASSOC INC	EQUIPMENT MAINTENANCE SUPPLIES	56.21
1 GRAINGER	PUMP	1,335.02
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	73.16
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	214.00
1 XYLEM WATER SOLUTIONS USA INC	EQUIPMENT MAINTENANCE SUPPLIES	3,771.00
INVOICES TOTAL:		10,657.97

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	12.39
1 UNIFIRST CORPORATION	MATS	12.39
INVOICES TOTAL:		24.78

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA MEETING FEES	16.66
INVOICES TOTAL:		16.66

5190-SEWER CAPITAL PROJECTS EXP

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY EVALUATION	3,857.50
INVOICES TOTAL:		3,857.50

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	400.00
1 UNIFIRST CORPORATION	MATS	14.10
INVOICES TOTAL:		414.10

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	177.80
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	818.19
1 NICOR GAS	GAS BILL	258.50
1 NICOR GAS	GAS BILL	74.31
INVOICES TOTAL:		1,328.80

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR METRA PAY BOXES	30.13
INVOICES TOTAL:		30.13

** Indicates pre-issue check.

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530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOMATED PARKING TECHNOLOGIES LLC	DIGITAL RECEIPT PAPER	364.65
INVOICES TOTAL:		364.65

570200-BLDG & GROUNDS IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	426.50
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	795.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	1,795.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	930.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	1,485.00
INVOICES TOTAL:		5,431.50

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - MARCH 2018	570.00
1 ROSCOE CO	MATS	115.80
INVOICES TOTAL:		685.80

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH BURRIS	PLUMBING SERVICES	385.00
1 JENSEN'S PLUMBING & HEATING INC	HVAC WORK	7,003.21
** 1 SAM'S CLUB	FOOD PURCHASE/SUPPLIES	239.88
INVOICES TOTAL:		7,628.09

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	103.76
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2,165.38
1 NICOR GAS	GAS BILL	1,003.14
INVOICES TOTAL:		3,272.28

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	FOOD SERVICE SUPPLIES	21.34
INVOICES TOTAL:		21.34

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,008.42
INVOICES TOTAL:		1,008.42

** Indicates pre-issue check.

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532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/TIME CARDS/SUPPLIES	49.00
	INVOICES TOTAL:	49.00

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	UPS SHIPPING CHARGES	290.93
	INVOICES TOTAL:	290.93

534330-PURCHASES - BAGS/HEADCOVERS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PING	GOLF BAG	147.21
	INVOICES TOTAL:	147.21

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HORNUNG'S PRO GOLF SALES INC	GOLF TEES	198.07
1 JOFIT LLC	MISC. GOLF MERCHANDISE	96.60
	INVOICES TOTAL:	294.67

5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	34.59
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	721.78
1 NICOR GAS	GAS BILL	272.24
1 NICOR GAS	GAS BILL	334.38
	INVOICES TOTAL:	1,362.99

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	35.10
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	396.00
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	2,204.53
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	177.28
	INVOICES TOTAL:	2,812.91

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	774.07
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,008.41
	INVOICES TOTAL:	1,782.48

** Indicates pre-issue check.

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534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 1ST AYD CORPORATION	EQUIPMENT CLEANING SUPPLIES	148.19
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	100.69
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	189.31
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	116.34
1 REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	92.74
1 REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	266.28
	INVOICES TOTAL:	913.55

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	78.05
	INVOICES TOTAL:	78.05

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	50.00
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - MARCH 2018	75.00
	INVOICES TOTAL:	125.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	17.29
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	360.89
1 NICOR GAS	GAS BILL	167.19
	INVOICES TOTAL:	545.37

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	38.51
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	147.62
** 1 SAM'S CLUB	FOOD PURCHASE/SUPPLIES	26.33
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	50.60
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	134.08
	INVOICES TOTAL:	397.14

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/TIME CARDS/SUPPLIES	35.00
	INVOICES TOTAL:	35.00

534320-PURCHASES - FOOD & BEVERAGE

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

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1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	226.50
1 ELGIN BEVERAGE CO	BEER PURCHASE	44.56
1 EUCLID BEVERAGE LLC	BEER PURCHASE	18.75
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	174.85
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	457.02
1 LAKESHORE BEVERAGE	BEER PURCHASE	23.70
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	164.45
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	186.40
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	1,292.41
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	397.22
	INVOICES TOTAL:	<u>2,985.86</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ARACHAS GROUP LLC	LIQUOR LIABILITY INSURANCE RENEWAL	1,575.00
	INVOICES TOTAL:	<u>1,575.00</u>

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SERVICE	17.00
1 ALSCO	LINEN SERVICES	251.46
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - MARCH 2018	75.00
	INVOICES TOTAL:	<u>343.46</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	17.29
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	360.89
1 NICOR GAS	GAS BILL	167.19
	INVOICES TOTAL:	<u>545.37</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	FOOD SERVICE SUPPLIES	295.89
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	38.52
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	167.62
** 1 SAM'S CLUB	FOOD PURCHASE/SUPPLIES	137.02
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	118.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	134.08
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	20.28
	INVOICES TOTAL:	<u>911.41</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/TIME CARDS/SUPPLIES	57.01

** Indicates pre-issue check.

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 INVOICES DUE ON/BEFORE 4/17/2018**

INVOICES TOTAL: 57.01

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN BEVERAGE CO	BEER PURCHASE	133.70
1 EUCLID BEVERAGE LLC	BEER PURCHASE	119.30
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	1,043.35
1 GRECO AND SONS INC	FOOD PURCHASE	18.36
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	30.32
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	82.14
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	62.53
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	273.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	23.70
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	164.45
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	122.36
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	252.00
1 SYSCO FOOD SERVICES - CHICAGO	CREDIT - RETURNED ITEM	-52.06
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	3,760.93
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	28.80
<u>INVOICES TOTAL:</u>		<u>6,062.88</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ARACHAS GROUP LLC	LIQUOR LIABILITY INSURANCE RENEWAL	1,575.00
<u>INVOICES TOTAL:</u>		<u>1,575.00</u>

5580-GOLF MIDWAY EXPENSES

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN BEVERAGE CO	BEER PURCHASE	272.74
1 EUCLID BEVERAGE LLC	BEER PURCHASE	111.91
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	102.90
** 1 SAM'S CLUB	FOOD PURCHASE/SUPPLIES	86.88
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	256.64
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	498.59
1 SYSCO FOOD SERVICES - CHICAGO	CREDIT - SALES ERROR	-37.56
<u>INVOICES TOTAL:</u>		<u>1,292.10</u>

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MGMT SERVICES-APR/MAY 2018	33,300.00
<u>INVOICES TOTAL:</u>		<u>33,300.00</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/17/2018**

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	VPN SERVICE	169.80
1 COMCAST	VPN SERVICE	84.90
INVOICES TOTAL:		254.70

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	46.30
INVOICES TOTAL:		46.30

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AT&T	TELEPHONE BILL	168.48
** 1 CARDMEMBER SERVICE	DSL LINE FOR VILLAGE HALL	65.45
1 VERIZON WIRELESS	WIRELESS SERVICES	327.58
1 VERIZON WIRELESS	WIRELESS SERVICES	114.03
INVOICES TOTAL:		675.54

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	186.92
1 NICOR GAS	GAS BILL	122.96
INVOICES TOTAL:		309.88

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	VILLAGE HALL LETTERHEAD	504.94
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	218.88
1 STRICTLY TECHNOLOGY	UNINTERRUPTIBLE POWER SUPPLY	424.95
INVOICES TOTAL:		1,148.77

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	INSECT SPRAY	16.97
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	10.41
INVOICES TOTAL:		27.38

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GMIS INTERNATIONAL	ANNUAL MEMBERSHIP DUES	300.00
INVOICES TOTAL:		300.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS	FLOWERS	76.99

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/17/2018**

INVOICES TOTAL: 76.99

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	34.23
1 STRICTLY TECHNOLOGY	UNINTERRUPTIBLE POWER SUPPLIES	623.87
1 STRICTLY TECHNOLOGY	UNINTERRUPTIBLE POWER SUPPLIES	623.87
<u>INVOICES TOTAL:</u>		<u>1,281.97</u>

7000-POLICE PENSION EXPENDITURES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REIMER DOBROVOLNY & KARLSON LLC	LEGAL SERVICES	1,618.75
<u>INVOICES TOTAL:</u>		<u>1,618.75</u>

GRAND TOTAL: 2,955,892.45

GENERAL FUND	451,847.82
DEBT SERVICE FUND	525.00
MUNICIPAL BUILDING FUND	1,909,707.00
BREWSTER CREEK TIF MUN ACCT	215.00
WATER FUND	378,871.83
SEWER FUND	131,318.02
PARKING FUND	7,569.18
GOLF FUND	36,798.32
CENTRAL SERVICES FUND	37,421.53
POLICE PENSION FUND	1,618.75
GRAND TOTAL	2,955,892.45

** Indicates pre-issue check.

CASH & INVESTMENT REPORT
February 28, 2018

Fund	Detail of Ending Balance			Disburse- ments	Receipts	2/28/2018
	Cash	Investments	Net Assets/Liab.			
General	5,341,311	7,593,497	826,943	1,544,576	1,536,157	13,761,751
MFT	1,620,277	2,158,085	(18,374)	0	95,800	3,759,988
Debt Service	87,552	135,159	1,488	250	143,916	224,199
Capital Projects	15,655	24,167	78	0	26	39,901
Municipal Building	225,196	347,649	10,051,699	1,560,519	10,558	10,624,545
Developer Deposits	79,430	3,689,715	(80,964)	0	3,676	3,688,181
Town Center TIF	106,953	165,110	(271,710)	0	0	353
59 & Lake TIF	0	0	0	0	0	0
BC Municipal TIF	230,314	355,551	(15,876)	39,369	437	569,989
Bluff City Tif Municipal	0	0	21,109	0	14	21,109
Water	904,912	1,396,813	6,986,823	602,398	631,540	9,288,548
Sewer	255,376	394,086	19,365,164	284,847	321,096	20,014,625
Parking	30,123	46,503	19,679	25,861	13,919	96,305
Golf	0	0	811,497	125,825	44,278	811,497
Central Services	157,785	243,582	48,669	74,749	85,338	450,035
Vehicle Replacement	338,732	522,922	1,769,383	266,392	60,537	2,631,038
TOTALS	9,393,617	17,072,839	39,515,609	4,524,787	2,947,290	65,982,065
BC Project TIF	4,314,514	0	(143,728)	3,345,930	740,952	4,170,786
Bluff City Project TIF	600	0	0	0	0	600
Bluff City SSA Debt Srv.	0	0	249,554	24,797	329	249,554
Police Pension	1,215,192	39,163,030	130,100	144,336	951,767	40,508,323


Todd Dowden
Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
 FISCAL YEAR 2017/18 as of February 28, 2018

Fund	Revenues			Expenditures		
	Actual	Current Year Budget	Prior YTD %	Actual	Current Year Budget	Prior YTD %
General	18,632,029	21,852,980	85.26%	17,484,998	22,565,996	77.48%
MFT	955,490	1,105,000	86.47%	1,412,304	2,728,200	51.77%
Debt Service	2,641,209	3,229,588	81.78%	3,163,035	3,169,000	99.81%
Capital Projects	753	50	1505.40%	0	0	0.00%
Municipal Building	434,812	353,400	123.04%	6,795,097	9,587,500	70.87%
Developer Deposits	118,223	135,850	87.02%	160,707	624,949	25.72%
Town Center TIF	353	0	100.00%	0	0	0.00%
Bluff City SSA	547,616	1,041,779	52.57%	1,077,932	1,110,000	97.11%
59 & Lake TIF	0	73,000	0.00%	0	73,000	0.00%
Bluff City Municipal TIF	11,610	4,525	256.56%	0	0	0.00%
Bluff City Project TIF	173,082	1,535,100	0.76%	172,584	1,535,000	11.24%
Brewster Creek Municipal TIF	656,145	621,500	105.57%	412,618	718,789	57.40%
Brewster Creek Project TIF	6,601,613	6,420,000	102.83%	7,707,436	6,836,960	112.73%
Water	6,800,736	27,324,500	24.89%	6,541,003	27,017,275	24.21%
Sewer	3,383,630	9,417,800	35.93%	3,067,513	9,157,694	33.50%
Parking	183,515	230,150	79.74%	172,772	245,320	70.43%
Golf	1,891,694	2,195,450	86.16%	1,782,837	2,148,755	82.97%
Central Services	863,698	1,022,563	84.46%	1,155,161	1,582,149	73.01%
Vehicle Replacement	668,282	647,770	103.17%	1,379,707	983,500	140.29%
Police Pension	4,295,135	2,190,136	196.11%	1,448,433	2,190,136	66.13%
Subtotal	48,859,623	79,401,141	61.54%	53,934,137	92,274,223	58.45%
Less Interfund Transfers	(3,067,543)	(3,762,419)	81.53%	(3,067,543)	(3,762,419)	81.53%
Total	45,792,079	75,638,722	60.54%	50,866,594	88,511,804	57.47%

VILLAGE OF BARTLETT TREASURER'S REPORT
 MAJOR REVENUE BUDGET COMPARISONS
 FISCAL YEAR 2017/18 as of February 28, 2018

Fund	Actual	Current Year		Percent	Prior YTD %
		Budget	Budget		
Property Taxes	9,433,630	10,845,938		86.98%	85.58%
Sales Taxes (General Fund)	2,051,208	2,400,000		85.47%	90.09%
Income Taxes	3,787,191	4,165,000		90.93%	72.33%
Telecommunications Tax	708,578	930,000		76.19%	74.61%
Real Estate Transfer Tax	606,500	610,000		99.43%	94.61%
Building Permits	702,774	640,000		109.81%	93.44%
MFT	924,491	1,095,000		84.43%	86.36%
Water Charges	6,580,485	7,800,000		84.37%	81.16%
Sewer Charges	3,233,603	3,820,000		84.65%	82.68%
Interest Income	355,710	145,800		243.97%	220.95%
Gas Utility Tax	354,639	500,000		70.93%	63.64%
Electric Utility Tax	129,782	160,000		81.11%	93.18%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2017/18 as of February 28, 2018

Fund	Current Year		Percent
	Actual	Budget	
Golf Program			
Revenues	1,063,113	1,273,450	83.48%
Expenses	925,891	1,181,300	78.38%
Net Income	137,222	92,150	148.91%
F&B - Restaurant			
Revenues	130,116	143,000	90.99%
Expenses	265,305	303,583	87.39%
Net Income	(135,189)	(160,583)	84.19%
F&B - Banquet			
Revenues	581,718	655,000	88.81%
Expenses	536,238	599,472	89.45%
Net Income	45,481	55,528	81.91%
F&B - Midway			
Revenues	116,746	124,000	94.15%
Expenses	55,403	64,400	86.03%
Net Income	61,343	59,600	102.92%
Golf Fund Total			
Revenues	1,891,694	2,195,450	86.16%
Expenses	1,782,837	2,148,755	82.97%
Net Income	108,857	46,695	233.12%

MOTOR FUEL TAX

Month	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18
May	89,807	85,450	89,115	104,788	106,665	89,988	93,139	91,478
June	86,890	83,830	75,066	71,924	80,212	58,408	58,737	72,645
July	82,123	78,002	87,721	84,361	89,915	103,948	94,278	95,252
August	89,014	90,041	87,924	99,063	61,056	100,154	89,533	89,970
September	86,580	88,420	76,347	70,076	83,006	67,441	79,032	79,527
October	99,672	79,216	83,510	90,026	89,337	87,626	91,489	91,053
November	73,018	88,011	89,027	77,655	90,552	101,486	93,216	92,796
December	93,136	92,981	85,014	103,117	103,771	93,002	97,757	91,055
January	89,163	115,721	82,788	90,866	97,525	89,828	92,928	93,233
February	96,459	83,346	70,348	83,687	74,031	90,531	88,602	
March	77,675	84,943	83,251	65,802	37,978	77,861	75,544	
April	89,807	82,622	70,866	75,969	95,841	93,782	90,224	
Subtotal	1,053,344	1,052,583	980,978	1,017,334	1,009,889	1,054,055	1,044,479	797,011
Plus:								
High Growth	46,918	29,046	29,031	37,678	37,682	37,743	37,801	37,266
Jobs Now	179,796	179,796	179,796	179,796	359,592			
Total	1,280,058	1,261,425	1,189,805	1,234,808	1,407,163	1,091,798	1,082,280	834,277
Budget	1,015,000	1,250,000	1,250,000	1,175,000	1,188,990	1,025,000	1,067,287	1,095,000
Annual Inc in \$ w/o High Growth	1.50%	-0.07%	-6.80%	3.71%	-0.73%	4.37%	-3.79%	0.33%



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

February 1, 2018

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR JANUARY, 2018

Beginning Unobligated Balance		\$2,415,212.62
Motor Fuel Tax Allotment	\$93,223.49	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$93,223.49
Plus Credits Processed		\$18,633.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$2,527,069.11

PROCESSED TRANSACTIONS:

CREDITS:

<u>Date</u>	<u>Section</u>	<u>Category</u>	<u>Memo</u>	<u>Amount</u>
1/29/2018		Supplemental Allotment	FY2018 High Growth Cities – Second Part	\$18,633.00
			TOTAL	\$18,633.00

Sales Taxes

Month	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
May	146,546	126,506	175,701	173,657	178,983	170,734	186,214	201,320
June	137,130	164,604	195,692	193,303	201,968	200,031	224,385	219,629
July	176,678	165,519	190,898	186,097	188,547	194,738	211,186	224,268
August	180,229	177,919	180,797	184,425	190,872	206,213	209,930	215,328
September	177,173	187,893	182,163	189,650	183,399	198,880	206,205	208,760
October	168,710	177,758	165,188	170,530	188,055	212,286	212,435	219,639
November	162,303	161,152	181,865	174,037	179,846	204,437	207,123	221,599
December	171,232	164,341	165,852	153,005	163,529	178,413	201,075	206,836
January	166,523	167,926	168,154	210,506	187,865	194,219	190,934	
February	171,856	157,086	147,189	151,678	141,054	149,630	167,837	
March	168,981	177,777	147,039	128,886	141,609	161,850	159,411	
April	132,397	152,124	162,595	153,553	170,308	178,006	186,494	
Total	1,959,758	1,980,605	2,063,133	2,069,327	2,116,036	2,249,438	2,363,230	

% increase -7.33% 0.86% 4.17% 0.30% 2.26% 4.52% 4.77% 2.87%

Budget 1,950,000 1,950,000 1,975,000 2,010,000 2,075,000 2,115,000 2,205,000 2,400,000

Warrant/EFT#: EF 0009913				
Fiscal Year:	2018	Issue Date:	02/06/18	
Warrant Total:	\$206,836.38	Warrant Status:		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1222283	8A1222283	\$206,836.38

IOC Accounting Line Details						
Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$206,836.38	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description	
Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 02/06/2018
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: NOV. 2017 COLL MO: DEC. 2017 VCHR MO: FEB. 2018
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

INTERNATIONAL CODE COUNCIL
**BUILDING
SAFETY**



**PROCLAMATION
BUILDING SAFETY MONTH — MAY, 2018**

Whereas, the Village of Bartlett is committed to recognizing our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster, and;

Whereas, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, the International Code Council, that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, worship, play, and protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; and;

Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings that are essential to keep America great, and;

Whereas, “Building Codes Save Lives” the theme for Building Safety Month 2018, encourages all Americans to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation, and new technologies in the construction industry. Building Safety Month 2018 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and,

Whereas, each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, I Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby proclaim the month of May 2018 as **BUILDING SAFETY MONTH** in the Village of Bartlett.

Dated the 17th day of April, 2018.



Kevin Wallace, Village President

ARBOR DAY PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

WHEREAS, each year on the last Friday in April, the Village of Bartlett plants a tree in celebration of Arbor Day, and

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, do hereby proclaim April 27, 2018 as the 146th anniversary celebration of Arbor Day in the Village of Bartlett, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 17th day of April 2018.



Kevin Wallace, Village President



Agenda Item Executive Summary

Item Name Lucky Jack's Asbestos Removal and Demolition
117-121 Railroad Avenue Committee
or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Village Board directed the Village Attorney and Staff to pursue the acquisition and demolition of the Lucky Jack's building at 117-121 Railroad Avenue. The Building has been abandoned for over three years and is deteriorated beyond reasonable repair.

Staff engaged the services of Deigan and Associates to provide a Phase 1 Environmental Assessment, an Asbestos Inspection and Visual Mold Inspection; Lindstrom Associates LLC to provide estimates of building demolition; and Marous and Company to provide a property appraisal.

Attorney Mraz represented the Village in court and was able to get court ordered title to the property that would enable the Village to pursue demolition.

Deigan and Associates prepared the Bid specs for pre-Demolition Asbestos Removal and Demolition. A mandatory pre-Bid walk through of Asbestos and Demolition contractors was conducted on March 29, 2018.

Deigan and Associates will continue with the contract management/field management and clearance sampling of the asbestos and demolition debris for an amount not to exceed \$11,500.00.

Contractor bids accompanied by a Bid bond were due by 2:00PM on April 4, 2018. The Bid opening was conducted at 2:30PM on April 4, 2018. Deigan and Associates and Staff conducted reference checks of the contractors.

Husar Abatement, Ltd. was the apparent low bidder for the Asbestos Removal at \$12,460.00.

Delta Demolition was the apparent low bidder on the Demolition at \$39,000.00.

ATTACHMENTS (PLEASE LIST)

Consultant Memo with Bid Award recommendation and Bid Tabulation, Resolution approving the Lucky Jack's Asbestos removal contract, Contract for Asbestos Removal, Resolution approving the Lucky Jack's demolition contract, Contract for demolition.

ACTION REQUESTED

- For Discussion only
- Resolution: Move to approve Resolution #2018-_____A Resolution Approving of the Asbestos Abatement Contract between the Village of Bartlett and Husar Abatement, LTD.
- Resolution: Move to Approve Resolution# 2018-_____ a Resolution Approving of the Demolition Contract Between the Village of Bartlett and Delta Demolition, Inc.
- Ordinance
- Motion

Staff: Jim Plonczynski, Com Dev Director

Date: 4/9/2018



Deigan & Associates, LLC
Environmental Consultants

Our 20th Year of Client Service! - 1998 to 2018

28835 N. Herky Dr., Unit 120

Lake Bluff, Illinois 60044

847.578.5000

April 9, 2018

Mr. James Plonczynski,
Community Development Director
Village of Bartlett
27 Bartlett Road
Bartlett, Illinois 60546

**Re: Bid Analysis and Recommendation for Pre-Demolition Asbestos Abatement
and Demolition Contractor Award
Former Lucky Jack's Building
117, 119, and 121 West Railroad Avenue/201 South Oak Avenue
Bartlett, Illinois, 60103**

Dear Mr. Plonczynski:

Deigan & Associates, LLC has reviewed the low bids received by the Village of Bartlett for the pre-demolition asbestos abatement and demolition of the former Lucky Jack's building. We recommend the Village select the low bidder for each contract.

Pre-Demolition Asbestos Abatement

Eight bids were received ranging from \$12,460 to \$48,000 as shown in the Table A, below. We recommend Husar Abatement, Ltd. (Husar) the low bidder at \$12,460 (Attachment A) for the pre-demolition asbestos abatement contract. Husar is responsive to the bid request and has estimated 3 to 4 day-shifts to complete the abatement. Deigan & Associates has contacted references provided by Husar and has received positive responses from the references. Husar is an Illinois Department of Public Health Licensed Abatement Contractor and holds insurance beyond that required in the contract.

TABLE A—Asbestos Abatement Bids

Bidder Name	Bid Bond (yes/no)	Bid Amount
Husar Abatement, Ltd. (Franklin Park, IL)	yes	\$12,460.00
Cove Remediation (Alsip, IL)	yes	\$19,800.00

Bidder Name	Bid Bond (yes/no)	Bid Amount
Dynamic Contracting Services (Maple Park, IL)	yes	\$20,590.00
AES Environmental Solutions, Inc. (Barrington, IL)	yes	\$25,600.00
Valor Technologies, Inc. (Bolingbrook, IL)	yes	\$28,800.00
Holian Asbestos Removal and Encapsulation Corp. (Spring Grove)	yes	\$29,800.00
NES Environmental (Mokena, IL)	yes	\$34,000.00
Universal Asbestos Removal (Lemont, IL)	yes	\$48,000.00

Demolition

Eight bids were received ranging from \$39,000 to \$73,460 as shown in the Table B, below. We recommend award to Delta Demolition, Inc. (Delta), the low bidder at \$39,000 (Attachment B) for the demolition contract. Delta is responsive to the bid request and has estimated seven day-shifts to complete the demolition. Deigan & Associates has contacted references provided by Delta and has received positive responses from the references. Delta's insurance meets the requirements of the contract. Deigan & Associates also recommends the Village of Bartlett awards the alternate pavement removal bid to Delta to remove the deteriorating asphalt parking lot surface.

Table B—Demolition Bids

Bidder Name	Bid Bond (yes/no)	Base Demolition Bid	Parking Lot Pavement Removal Bid	Total with Pavement Removal
Delta Demolition, Inc. (Chicago)	yes	\$37,000.00	\$2,000.00	\$39,000.00
Fowler, Inc. (South Elgin)	yes	\$37,050.00	\$2,800.00	\$39,850.00
KLF Enterprises (Markham)	yes	\$41,925.00	\$8,682.00	\$50,607.00
American Demolition Corporation (Elgin)	yes	\$54,770.00	\$3,400.00	\$58,170.00

April 9, 2018
Former Lucky Jack's Building
Village of Bartlett

Bidder Name	Bid Bond (yes/no)	Base Demolition Bid	Parking Lot Pavement Removal Bid	Total with Pavement Removal
Alpine Demolition Services (St. Charles)	yes	\$58,750.00	\$4,600.00	\$63,350.00
Doetsch Contractors (Zion)	yes	\$61,765.00	\$4,116.00	\$65,881.00
Albrecht Enterprises, Inc. (Des Plaines)	yes	\$58,450.00	\$9,500.00	\$67,950.00
Webs Excavating, Inc. (Beach Park)	check	\$66,460.00	\$7,000.00	\$73,460.00

Number of day-shifts to complete abatement and demolition work do not include Cook County or EPA notification/permit waiting periods (ten business days for abatement, and ten business days after abatement for demolition). We anticipate that a fully-cleared site ready for redevelopment will be accomplished as a result of these contract awards by **approximately June 1, 2018**. Deigan & Associates, LLC proposes to continue to manage these contractors for the Village of Bartlett and provide field management/oversight of the work through completion. We will also provide clearance sampling following abatement. *Our estimate of contract management/field management, and clearance sampling would be at Not to Exceed Fees of \$11,500 based on the scheduled provided by the contractors.*

We are pleased with the responsiveness and competitive pricing in these bids. Please contact us with any questions.

Sincerely,

Deigan & Associates, LLC


Sean M. McLellan
Sr. Project Manager
IDPH Licensed Asbestos Professional


Gary J. Deigan
Principal

enclosures

RESOLUTION 2018 - _____

**A RESOLUTION APPROVING OF THE ASBESTOS ABATEMENT CONTRACT
BETWEEN THE VILLAGE OF BARTLETT AND HUSAR ABATEMENT, LTD**

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 Asbestos Abatement Contract dated April 17, 2018, between the Village of Bartlett and Husar Abatement, Ltd. for the 117, 119 and 121 West Railroad Ave./201 South Oak Ave. Property (the "Contract"), 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 Contract 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

C E R T I F I C A T I O N

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

N. Bid Offer

The undersigned agrees to perform all work as referenced for the Lump Sum Amount of:

LUMP SUM BID:

TWELVE THOUSAND FOUR HUNDRED SIXTY Dollars (\$ 12,460.00)

Contractor Bid is irrevocable for a period of 90 days.

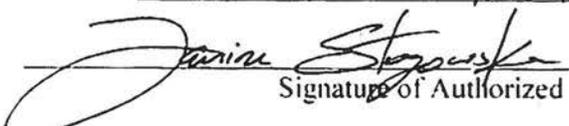
O. Contractor Acknowledgment of Bid Amount

Name of Bidder: MUSAR ABATEMENT, LTD

Date: 4/4/18 Phone: 847-349-9105

Abatement Company: MUSAR ABATEMENT, LTD

Address: 10215 FRANKLIN AVE. FRANKLIN PARK, IL 60131

 JANINA STOGOLSKA
Signature of Authorized Representative

The Village of Bartlett reserves the right to reject any or all bids or to waive technicalities and accept or reject any offer based on the determination of the Village's best interest.

Enclosures:

Special Provisions

Exhibit I: Village of Bartlett Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements.

Plat of Survey dated May 4, 1988

Findings Report – Asbestos Building Inspection by Deigan & Associates, LLC dated April 26, 2016

Table 1. Asbestos Containing Materials Requiring Abatement

Photographs of Asbestos Containing Materials



BID DUE DATE
2:00 PM LOCAL TIME
APRIL 4, 2018

March 13, 2018

PRE-DEMOLITION ASBESTOS ABATEMENT BID REQUEST ADDENDUM 1

Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103

The following clarifications and additions to the *Pre-Demolition Asbestos Abatement Bid Request* dated March 12, 2018 prepared by Deigan & Associates, LLC on behalf of the Village of Bartlett shall be incorporated in and considered part of the bid request document/contract. This Addendum 1 does **NOT** change the bid due date of **April 4, 2018**.

Replace the following in Special Provisions Section 2, **Illinois Prevailing Wage & Certified Payroll Required**:

- ~~2. Illinois Prevailing Wage & Certified Payroll required. This is a public works project and subject to Cook County Prevailing Wage which may be found at <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>.~~
2. **Illinois Prevailing Wage & Certified Payroll required.** This is a public works project and subject to the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) for Cook County, the county in which the Project work will be performed ("Prevailing Wages"). Prevailing Wages for Cook County may be found at <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>. All laborers, workers and mechanics employed by the Contractor and/or by any subcontractors performing any Project work shall be paid Prevailing Wages, and it shall be a condition precedent to payment due hereunder that Certified Payroll evidencing compliance with said Act be submitted with each request.

Replace the following in Special Provisions Section 10, **Payment and Performance Bond**:

- ~~10. **Payment and Performance Bond** The successful Contractor, simultaneously with the execution of the contract, will be required to furnish a Payment and Performance Bond in an amount equal to one hundred percent (100%) of the total contract amount in the form contained in the proposal documents. The bond shall be secured by a certified check, letter of credit, bank draft, bank cashier's check or surety licensed to do business in the State of Illinois and made payable to the Village of Bartlett.~~

10. Payment and Performance Bond The successful Contractor, simultaneously with the execution of the contract, will be required to furnish a Payment and Performance Bond in an amount equal to one hundred percent (100%) of the total contract amount in the form contained in the proposal documents to guaranty Contractor's performance of its obligations under the Contract Documents, completion of the Project, and the payment of all labor and materials furnished for the Project work, including, without limitation, payment of Prevailing Wages. The bond shall be secured by a certified check, letter of credit, bank draft, bank cashier's check or surety licensed to do business in the State of Illinois with a financial strength rating ("FSR") of not less than "A-" by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, and made payable to the Village of Bartlett.

Replace the following in Special Provisions Section 11, **Payment**, Paragraph (1):

~~(1) The Contractor may submit to the Village applications for partial payment for work performed and materials incorporated in the work. Such applications shall be accompanied by waivers of liens or the equivalent from suppliers of work or materials stating that such work or materials have been paid for by the Contractor. By submitting an application for payment, the Contractor warrants that all employees, subcontractors, and materialmen have been paid to date for the labor and materials contained in the application. Only one application for partial payment may be submitted in any thirty (30) day period.~~

(1) The Contractor may submit to the Village applications for partial payment for work performed and materials incorporated in the work. Such applications shall be accompanied by (a) a general contractor's sworn statement; (b) current partial waivers of liens from the Contractor and all suppliers of work or materials stating that such work or materials have been paid for by the Contractor; (c) certified payroll from the Contractor and all subcontractors that furnished labor on the Project covering all pay outs in strict accordance with the Prevailing Wage Act (820 ILCS 130/1, *et seq.*) using forms furnished by the Illinois Department of Labor ("Certified Payroll"). By submitting an application for payment, the Contractor warrants that all employees, subcontractors, and materialmen have been paid to date for the labor and materials contained in the application. Only one application for partial payment may be submitted in any thirty (30) day period.

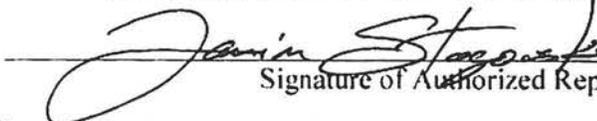
Replace the following in Special Provisions Section 11, **Payment**, Paragraph (3):

~~(3) After final inspections by the Village, the Contractor shall prepare its application for final payment and submit it to the Village for its approval. The application for final payment shall contain the total cost of the work as set forth in the proposal less all previous payments to the Contractor and be adjusted by the cost of all authorized change orders. Such application shall have attached thereto final lien waivers or the equivalent for all labor and materials incorporated into the work from all persons having supplied labor and materials under this Contract. The Village shall pay to the Contractor, not later than forty-five (45) days after such application is made, the amount which the Village finds to be due and owing less deductions authorized by the Contract.~~

(3) After final inspections by the Village, the Contractor shall prepare its application for final payment and submit it to the Village for its approval. The application for final payment shall contain the total cost of the work as set forth in the proposal less all previous payments to the Contractor and be adjusted by the cost of all authorized change orders. Such application shall have attached thereto (a) a general contractor's sworn statement; (b) final lien waivers for all labor and materials incorporated into the work from the Contractor and from all persons having supplied labor and materials under this Contract; (c) Certified Payroll; and (d) consent of the surety that issued the Performance and Payment Bond in the event the bonds furnished pursuant to paragraph 10 are co-signed by a surety. The Village shall pay to the Contractor, not later than forty-five (45) days after such application is made, the amount which the Village finds to be due and owing less deductions authorized by the Contract.

Contractor Acknowledgment of Addendum 1

The undersigned acknowledges receipt of *Pre-Demolition Asbestos Abatement Bid Request Addendum 1* and agrees to the clarifications and additions to the *Pre-Demolition Asbestos Abatement Bid Request Document*.

Name of Bidder: MUSAR ABATEMENT, LTD
Date: 4/4 Phone 847-349-9105
Abatement Company: MUSAR ABATEMENT, LTD
Address: 10215 FRANKLIN AVE. FRANKLIN PARK, IL 60131

Signature of Authorized Representative JANINA STROGOWSKA

The Village of Bartlett reserves the right to reject any or all bids or to waive technicalities and accept or reject any offer based on the determination of the Village's best interest.



Husar Abatement, Ltd.

10215 Franklin Ave, Franklin Park, Illinois • Tel: (847) 349-9105 • Fax: (847) 349-9136

BIDDING DOCUMENT EXTRAS

PLAN OF WORK : Schedule depends on when the job starts but the anticipated completion date is 3-4 days after start of project.

LIST OF DOCUMENTS: The required documents by the consultant will be provided upon request. (Example: Daily Logs, Waste Manifests (after they're received from the waste company))

INSURANCE: COI is attached



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BR-Cevaal Insurance Advisors, Inc. 475 N. Main St. Glen Ellyn IL 60137	CONTACT NAME: Selina Alexander
	PHONE (A/C No, Ext): (630) 442-7910 FAX (A/C No): (630) 442-7911 E-MAIL ADDRESS: selina@brcevaal.com
INSURED Husar Abatement, Ltd. 10215 Franklin Ave. Franklin Park IL 60131	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Starr Surplus Lines Insurance Co. 13604
	INSURER B: Erie Insurance Exchange 26271
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 18-19 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		1000066800181	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		Q03-0132834	3/1/2018	3/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		1000337219181	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 DED RETENTIONS \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	1000003124	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractor's Pollution Liability		1000066800181	1/1/2018	1/1/2019	Each occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER SAMPLE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Steven Cevaal/SA

Asbestos Abatement Contract
117, 119 and 121 West Railroad Ave./201 South Oak Ave. Property
Village of Bartlett
228 S. Main St.
Bartlett, Illinois 60103

Contract Agreement/Signature Page

This agreement is between the Village of Bartlett, 228 Main St., Bartlett, Illinois 60103(OWNER) and Husar Abatement, Ltd. 10215 Franklin Ave., Franklin Park. IL. 60131(CONTRACTOR).

This agreement includes and incorporates by reference the following documents:

1. **OWNER's Bid/Contract Documents issued March 12, 2018 including Special Provisions and Exhibit I and Items (a) thru (f) on Page 3 of the Bid/Contract Documents.**
2. **Addendum 1 to Bid/Contract Documents Dated March 13, 2018.**
3. **CONTRACTOR's Bid Submittal of April 4, 2018. LUMP SUM \$12,460.00 US**
4. **Minutes of Village Board Authorization of April 17, 2018 and accompanying Village Board Resolution.**

Agreement is hereby executed by signature below this ____ day of April 2018.

Village of Bartlett

Husar Abatement, LTD.

Date: _____

Date: _____

Attest: _____
Village Clerk

Attest: _____

N. Bid Offer

The undersigned agrees to perform all work as referenced for the Lump Sum Amount of:

LUMP SUM BID:

TWELVE THOUSAND FOUR HUNDRED SIXTY Dollars (\$ 12,460.00)

Contractor Bid is irrevocable for a period of 90 days.

O. Contractor Acknowledgment of Bid Amount

Name of Bidder: MUSAR ABATEMENT, LTD

Date: 4/4/18 Phone: 847-349-9105

Abatement Company: MUSAR ABATEMENT, LTD

Address: 10215 FRANKLIN AVE FRANKLIN PARK, IL 60131

 JANINA STOJOWSKA
Signature of Authorized Representative

The Village of Bartlett reserves the right to reject any or all bids or to waive technicalities and accept or reject any offer based on the determination of the Village's best interest.

Enclosures:

Special Provisions

Exhibit I: Village of Bartlett Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements.

Plat of Survey dated May 4, 1988

Findings Report – Asbestos Building Inspection by Deigan & Associates, LLC dated April 26, 2016

Table 1. Asbestos Containing Materials Requiring Abatement

Photographs of Asbestos Containing Materials



BID DUE DATE
2:00 PM LOCAL TIME
APRIL 4, 2018

March 13, 2018

PRE-DEMOLITION ASBESTOS ABATEMENT BID REQUEST ADDENDUM 1

Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103

The following clarifications and additions to the *Pre-Demolition Asbestos Abatement Bid Request* dated March 12, 2018 prepared by Deigan & Associates, LLC on behalf of the Village of Bartlett shall be incorporated in and considered part of the bid request document/contract. This Addendum 1 does **NOT** change the bid due date of **April 4, 2018**.

Replace the following in Special Provisions Section 2, **Illinois Prevailing Wage & Certified Payroll Required**:

- ~~2. Illinois Prevailing Wage & Certified Payroll required. This is a public works project and subject to Cook County Prevailing Wage which may be found at <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>.~~
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Replace the following in Special Provisions Section 10, **Payment and Performance Bond**:

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Replace the following in Special Provisions Section 11, Payment, Paragraph (1):

~~(1) The Contractor may submit to the Village applications for partial payment for work performed and materials incorporated in the work. Such applications shall be accompanied by waivers of liens or the equivalent from suppliers of work or materials stating that such work or materials have been paid for by the Contractor. By submitting an application for payment, the Contractor warrants that all employees, subcontractors, and materialmen have been paid to date for the labor and materials contained in the application. Only one application for partial payment may be submitted in any thirty (30) day period.~~

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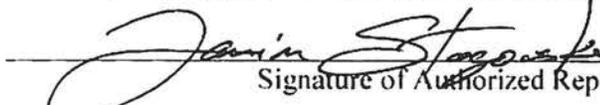
Replace the following in Special Provisions Section 11, Payment, Paragraph (3):

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Name of Bidder: MUSAR ABATEMENT, LTD
Date: 4/4 Phone 847-349-9105
Abatement Company: MUSAR ABATEMENT, LTD
Address: 10215 FRANKLIN AVE. FRANKLIN PARK, IL 60051
 JANINA STOGOWSKA
Signature of Authorized Representative

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Husar Abatement, Ltd.

10215 Franklin Ave, Franklin Park, Illinois • Tel: (847) 349-9105 • Fax: (847) 349-9136

BIDDING DOCUMENT EXTRAS

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LIST OF DOCUMENTS: The required documents by the consultant will be provided upon request. (Example: Daily Logs, Waste Manifests (after they're received from the waste company))

INSURANCE: COI is attached



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/12/2018

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PRODUCER BR-Cevaal Insurance Advisors, Inc. 475 N. Main St. Glen Ellyn IL 60137		CONTACT NAME: Selina Alexander PHONE (A/C No, Ext): (630) 442-7910 FAX (A/C No): (630) 442-7911 E-MAIL ADDRESS: selina@brcevaal.com	
INSURED Husar Abatement, Ltd. 10215 Franklin Ave. Franklin Park IL 60131		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Starr Surplus Lines Insurance Co.	NAIC # 13604
		INSURER B: Erie Insurance Exchange	26271
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 18-19 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		1000066800181	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		Q03-0132834	3/1/2018	3/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		1000337219181	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	1000003124	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractor's Pollution Liability		1000066800181	1/1/2018	1/1/2019	Each occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER SAMPLE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Steven Cevaal/SA
---	--



BID DUE DATE
2:00 PM LOCAL TIME
APRIL 4, 2018

March 12, 2018
PRE-DEMOLITION ASBESTOS ABATEMENT BID REQUEST

Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103

Bidders may inspect the property at your own risk prior to bidding at 10:00 AM on March 28, 2018.
Contractors shall meet at the project site for the mandatory pre-bid inspection.

The bidder shall use the following forms and instructions in preparing and submitting a bid for this Village of Bartlett Solicitation.

A. Project Name/Site Location:

Former Restaurant/Bar Commercial Building with Residential Apartment
117, 119, and 121 West Railroad Avenue/201 South Oak Avenue
Bartlett, Cook County, Illinois

B. Village's Environmental Consultant: (Owner's Coordinator)

Mr. Sean McLellan/
Mr. Gary Deigan
Deigan & Associates, LLC
28835 N. Herky Dr., Unit 120
Lake Bluff, IL. 60044
847-578-5000 Fax 847-549-3242
email: smclellan@deiganassociates.com

C. Site Investigation

By submitting a bid, the Contractor acknowledges that they are an Illinois Department of Public Health Licensed Asbestos Abatement Contractor and that they have investigated and satisfied themselves as to the conditions affecting the work. These conditions include but are not limited to: physical conditions or operations of the site that may bear upon site access, handling and storage of tools and materials, access to water, electric, or other utilities, or other considerations which may affect performance of required activities. Any failure by the Contractor to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Building

Owner is not responsible for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Building Owner.

D. Regulatory Requirements

The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these bid documents exists, the most stringent requirements shall be utilized.

E. Insurance Requirements

The Contractor shall purchase and maintain insurance that will protect him from claims that may arise out of or result from his activities under this Contract, whether those activities are performed by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Contractor shall state its minimum insurance coverage in its bid submittal. Additional indemnification and insurance requirements are included as **Exhibit I**.

F. Offer

Pursuant to the Invitation to Bid, the undersigned offers to furnish all labor, materials and services necessary to complete the project of the Owner in strict accordance with all applicable laws and other Contract Documents describing said project for the sum(s) set forth in Section L below.

In the event that the Owner accepts this bid, the undersigned agrees to furnish all insurance required by the Contract Documents, to enter into and execute an agreement with the Owner containing all the terms, conditions, specifications and other provisions set forth in the Contract Documents, and to accomplish and complete the work in accordance with the Contract Documents.

Illinois Prevailing Wage & Certified Payroll required. This is a public works project and subject to Cook County Prevailing Wage which may be found at <https://www.illinois.gov/idol/Pages/default.aspx>.

G. Description of Work

In addition to completion of this form, contractor shall provide:

- **A plan of work and schedule for all removal and disposal activities based upon field verified site conditions and quantities;**

- **A list of submittal documents that will be provided upon project completion; and**
- **Insurance information including carrier, policy type, rating, and limits of coverage**

The Contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work in accordance with all applicable Federal, State, and Local regulations.

H. Non-Collusion Affidavit

The undersigned bidder or agent, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone for this project nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift commission or thing of value on account of such sale.

I. Acknowledgements

The undersigned hereby acknowledges receipt of the following along with this bid document.

- a. Special Provisions
- b. Exhibit I: Village of Bartlett Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements.
- c. Plat of Survey dated May 4, 1988
- d. Findings Report – Asbestos Building Inspection by Deigan & Associates, LLC dated April 26, 2016
- e. Table 1, Asbestos Containing Materials Requiring Abatement
- f. Photographs of Asbestos Containing Materials

J. Bid Due Dates & Submittal Location

All Bids shall be received by the Village of Bartlett on or before **2PM local time on Wednesday, April 4, 2018**. Sealed bids shall be clearly marked on the outer envelope with “**121 Railroad Ave. ACM Abatement Bid**” and be addressed to:

**Village of Bartlett
Attn: Village Clerk / 121 Railroad Ave. ACM Abatement Bid
228 S. Main Street
Bartlett, Illinois 60103**

Bids may not be publicly opened.

K. Project Schedule & Sequence of Work

The project is to be performed/completed in the following sequence/schedule to accommodate the subsequent demolition schedule:

All work shall commence after receipt of Notice to Proceed (NTP), expected around April 18, 2018. Work shall be completed by Abatement Contractor no later than 30 days after NTP. Work not completed by these dates will be subject to a stipulated penalty of \$300 per calendar day. Work completion is defined as abatement completed, ACM waste properly disposed, acceptable clearance results, and equipment demobilized.

L. Scope of Work

The contractor shall complete the following scope of work in accordance with applicable, local, state, and federal regulations. Scope of work shall include all abatement of areas listed in Table 1 (attached) and identified in the pre-bid walkthrough. The contractor, prior to furnishing bids shall determine exact locations and quantities. Contractors are responsible for actual quantities present at the facility even if not identified on documents provided to Contractor. This is a LUMP SUM payment for removal of asbestos containing material for purposes of demolition.

Contractor shall provide

- Removal and disposal of asbestos containing materials identified within the assessment report along with any other similar ACM materials throughout the facility and other materials that may become contaminated and/or cannot be adequately cleaned near asbestos containing materials.

March 12, 2018
Instructions to Bidders/Invitation to Bid

There IS NOT water or electric service to the subject building.

NON-ACM debris not comingled or contaminated with ACM debris may be left inside the building in a non-regulated area and will be disposed by others during demolition.

Clearance samples will be performed by Deigan & Associates prior to release of the work area. Negative pressure containment is to be maintained by Contractor until release of the work area by Deigan & Associates. Unacceptable clearance sample results will require re-cleaning of the work area at Contractor's sole expense.

M. Questions and Clarifications

Written questions will be accepted until 9:00 am on March 29, 2018 to smclellan@deiganassociates.com. Questions will be answered in the form of an addendum issued to all bidders.

N. Bid Offer

The undersigned agrees to perform all work as referenced for the Lump Sum Amount of: LUMP SUM BID: _____ Dollars (\$ _____)
--

Contractor Bid is irrevocable for a period of 90 days.

O. Contractor Acknowledgment of Bid Amount

Name of Bidder: _____

Date: _____ Phone: _____

Abatement Company: _____

Address: _____

Signature of Authorized Representative

The Village of Bartlett reserves the right to reject any or all bids or to waive technicalities and accept or reject any offer based on the determination of the Village's best interest.

Enclosures:

Special Provisions

Exhibit I: Village of Bartlett Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements.

Plat of Survey dated May 4, 1988

Findings Report – Asbestos Building Inspection by Deigan & Associates, LLC dated April 26, 2016

Table 1, Asbestos Containing Materials Requiring Abatement

Photographs of Asbestos Containing Materials

Date: March 12, 2018

Rev: 0

Village of Bartlett

117, 119, and 121 West Railroad Avenue/201 South Oak Avenue Asbestos Abatement

Special Provisions

1. **Definitions:** Owner or Building Owner — refers to Village of Bartlett. Environmental Manager (EM) or Owner's Representative refers to Deigan & Associates, LLC as specialized representative of Owner. Contractor refers to the entity that performs work under this Contract.
2. **Illinois Prevailing Wage & Certified Payroll required.** This is a public works project and subject to Cook County Prevailing Wage which may be found at <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>.
3. **Schedule of Completion, Sequence/Start Dates and Stipulated Penalties**—Required 10-Day Notifications shall be submitted upon receipt of Notice to Proceed (NTP), expected around April 18, 2018. All work shall commence after notification period has elapsed. Work shall be completed by Abatement Contractor no later than 30 days after NTP. Work not completed by these dates will be subject to a stipulated penalty of \$300 per calendar day. Work completion is defined as abatement completed, ACM waste properly disposed, acceptable clearance results, and equipment demobilized.
4. **Contractor Parking** is only allowed in designated parking on the property. Contractor shall not impede traffic in any way on the public Right-of-Way.
5. **Salvage** – Abatement Contractor shall not salvage materials. All salvage value is property of Owner.
6. **Protection of property**—. Contractor work areas shall be limited to the property boundary and approved sidewalk closures. Contractor access beyond these work area limits will be subject to EM review and approval. Brick and concrete sidewalks on the north and west side of the property must be protected and remain intact. Trees, street lights, traffic lights, street signs shall be protected. Contractor shall be responsible for repair to damage to adjacent sidewalks, alley, roadways, and neighboring properties caused by Contractors equipment and/or actions.
7. **Personal Property relocation** - Personal property/records will be relocated from the building by others prior to the start of work. Any personal property or building property

Date: March 12, 2018

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present in the Contractor work zones may be relocated or disposed by the Contractor, subject to Owner and EM review/approval.

8. **Management of universal wastes** (mercury lamps, batteries, switches) and hazardous substances or special wastes (PCB ballasts, transformers, etc.) that may be encountered in the Contract work shall be lawfully managed for recycling and/or disposal. These materials shall be properly manifested to the treatment, recycling, and/or disposal destination. All shipments/manifests shall be reviewed by the EM at least 24 hours prior to departure from the project.
9. **Bid Bond** Contractors shall submit with each bid a bid bond reflecting TEN PERCENT (10%) of the total base proposal amount in the form contained in the proposal documents. The bond shall be secured by a certified check, letter of credit, bank draft, bank cashier's check or surety licensed to do business in the State of Illinois. The bond shall be payable without condition to the Village of Bartlett for the same amount. Proposal security deposited by the successful Contractor shall be retained or drawn on as liquidated damages in the event that Contractor fails to deliver fully executed contract documents, performance security, or certificates of insurance to the Village within fourteen (14) calendar days from the date the Village sends the Notice of Award to that Contractor. By submission of the proposal, the Contractor agrees that the full amount of the proposal bond represents reasonable liquidated damages.
10. **Payment and Performance Bond** The successful Contractor, simultaneously with the execution of the contract, will be required to furnish a Payment and Performance Bond in an amount equal to one hundred percent (100%) of the total contract amount in the form contained in the proposal documents. The bond shall be secured by a certified check, letter of credit, bank draft, bank cashier's check or surety licensed to do business in the State of Illinois and made payable to the Village of Bartlett.

11. Payment

(1) The Contractor may submit to the Village applications for partial payment for work performed and materials incorporated in the work. Such applications shall be accompanied by waivers of liens or the equivalent from suppliers of work or materials stating that such work or materials have been paid for by the Contractor. By submitting an application for payment, the Contractor warrants that all employees, subcontractors, and materialmen have been paid to date for the labor and materials contained in the application. Only one application for partial payment may be submitted in any thirty (30) day period.

Date: March 12, 2018

Rev: 0

(2) Not later than forty five (45) days following the submission of the application for payment, the Village shall pay the Contractor for the amount of the work contained in the application which has been found by the Village to have been actually performed less ten percent (10%) of such amount which shall be retained until final payment less other deductions authorized to be retained by other sections of the Contract.

(3) After final inspections by the Village, the Contractor shall prepare its application for final payment and submit it to the Village for its approval. The application for final payment shall contain the total cost of the work as set forth in the proposal less all previous payments to the Contractor and be adjusted by the cost of all authorized change orders. Such application shall have attached thereto final lien waivers or the equivalent for all labor and materials incorporated into the work from all persons having supplied labor and materials under this Contract. The Village shall pay to the Contractor, not later than forty-five (45) days after such application is made, the amount which the Village finds to be due and owing less deductions authorized by the Contract.

12. Types and Limits of Insurance.

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. Village of Bartlett Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements are located in Exhibit I.

EXHIBIT I

Village of Bartlett Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements.

The Contractor shall:

1. Comply with All Applicable Laws

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Worker's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, FEPC or FEOC statutory provisions and rules and regulations and the Rehabilitation Act of 1973, as amended.

2. Indemnify The Village of Bartlett

The Contractor shall protect, indemnify, hold and save harmless and defend the Owner, its President and Board of Trustees, and its officers, officials, employees, volunteers, agents, independent contractors, consultants while working on behalf of the Owner, and the Village Engineer against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason for any lawsuit or claim for damages or compensation arising in favor of any person, including the employers or officers or independent contractors or subcontractors of the Contractor or Owner, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the Contractor or subcontractors, or any of their respective officers, agents or employees, whether such loss, damage, injury or ability is contributed to by the negligence of the Owner, its officers, officials, employees, volunteers, agents, independent contractors, consultants while working on behalf of the Owner, and the Village Engineer, or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the Contractor shall have no liability for damages or the cost incident thereto caused by the sole negligence of the Owner.

3. Provide Insurance

A. General

The Contractor shall procure and maintain for the duration of, and specifically for this Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's overhead, rates and markups and shall not be compensated on a separate basis.

The Contractor shall, WITHIN 15 DAYS of execution of his Contract and at least 15 days before commencement of any site work, file with the Owner, a certificate of insurance in the form set forth herein, and copies of the policies covering all his insurance as required herein, and the policy or policies of insurance covering said Owner, the Engineer and their partners, officers, agents and employees. Each such policy and certificate shall be satisfactory to the Owner and shall bear an endorsement precluding cancellation, reduction, or change in coverage without giving the Owner at least thirty (30) days prior notice thereof in writing. Nothing that is contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

B. Minimum Scope of Insurance

Coverage shall be at least as broad as and comply with the following:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" for CG 0001 1185) or Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability or the most recent revision.

Please note Endorsement CG 2134 1188, CG 2139 1188 or other such endorsement or policy provision which limits contractual liability shall be deleted in its entirety.

2. Insurance Service Office Business Auto Coverage form number CA 0001 0187 covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
3. Workers' Compensation insurance as required by statute and Employers Liability insurance.
4. An Owners and Contractors Protective Liability Coverage will not be required on this PROJECT. However, the contractor's Comprehensive General Liability Insurance shall name the Owner, the Engineer and each of their respective partners, officers, agents, and employees as "added insureds". Language covering the "added insureds" shall be as follows:

The Village of Bartlett, its President and Board of Trustees, and its officers, officials, employees, volunteers, agents, independent contractors, consultants while working on behalf of the Owner.

5. Contractor Pollution Liability Insurance.

C. Minimum Limits of Insurance

Contractor shall maintain limits no less than those limits stated below:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit

shall apply separately to this project using endorsement CG 25 03 11 85 or general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including coverages for owned, hired or non-owned vehicles, as applicable.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by statute and Employers Liability limits of \$500,000 per accident and \$500,000 per disease.
4. Commercial Comprehensive Catastrophe Umbrella Policy: The General Contractor only must provide this coverage at a minimum of \$2,000,000 per occurrence on the umbrella form. Excess limit policies are not acceptable.
5. Contractor's Pollution Liability Coverage: \$1,000,000 per claim, \$1,000,000 aggregate.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

E. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions, unless modified by Supplemental Provisions in Section 00400:

1. General Liability and Automobile Liability Coverages.
 - (a) The Village, its officers, officials, employees, volunteers and Engineer are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, volunteers, agents or Engineer. Specific language to be used on the certificate of insurance shall be as follows:

"The Village of Bartlett, its President and Board of Trustees, and its officers, officials, employees, volunteers, agents, independent contractors, consultants while working on behalf of the Owner.
 - (b) The Contractor's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, volunteers, agents or Engineer. Any

insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers, agents or Engineer shall be excess of the Contractor's insurance and shall not contribute with it.

c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, officials, employees, volunteers, agents or Engineer.

(d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, employees, volunteers, agents and Engineer for losses arising from work performed by the Contractor for the Village.

3. All Coverages.

Each insurance policy required by this clause shall not be suspended, voided, canceled by either party, reduced in coverage or in limit except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Village.

4. Certificate of Insurance Cancellation Provision

If the insurance is written on the Comprehensive General Liability Policy Form, the certificate shall be ACORD 25 Certificate of Insurance. If the insurance is written on the Commercial General Liability Form, the certificate shall be ACORD 25S Certificate of Insurance. The cancellation provision for either the ACORD 25 OR ACORD 25S form shall read as follows:

“Should any of the above described policies be canceled, suspended, voided or the types or amounts of coverage be modified before the expiration date thereof, the issuing company shall have mailed thirty (30) days prior written notice to the certificate holder named to the left, certified mail return receipt requested”

F. Acceptability of Insurers.

Insurance is to be placed with insurers with a **policy holder rating of no less than A-** and a **financial rating of no less than VII in the latest edition of the A. M. Best Insurance Guide from insurance companies licensed to do business in the State of Illinois.** Each Contractor shall list the names of the insurance company or companies that will be providing such insurance, and the A. M. Best's rating thereof, on the Bid Proposal form. Failure to list the Contractor's insurance company, or companies, shall render the bid non-responsive. In the event any of the Contractor's insurance carriers do not meet the minimum standards set forth in this Section, or the minimum amounts and types of coverage required, the Contractor

may in the alternative, provide an Owner and Contractor Protective ("OCP") policy if it provides equal or greater coverage meeting said minimum standards, provided the Contractor states in its Bid Proposal form that it will be providing an OCP policy and list the name of the company and the A. M. Best's rating thereof.

G. Verification of Coverage.

Contractor shall furnish the Engineer for transmittal to the Owner with certificates of insurance and certified copies of all insurance policies with the original endorsements and policies for the above coverages. The certificates, policies and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates, policies and endorsements are to be received and approved by the Owner before work commences

H. Subcontractors

The Contractor shall include all his subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.

4. Furnish Affidavits or Certificates

The Contractor shall furnish any affidavit or certificate in connection with the work covered by this agreement as provided by law.

5. Control of Performing Work

The Contractor shall have full control of the ways and means of performing the work referred to above and that the Contractor or his/its employees, representatives or subcontractors are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the contractor and any party employed by the Contractor bears the relationship of an independent contractor.

PLAT OF SURVEY

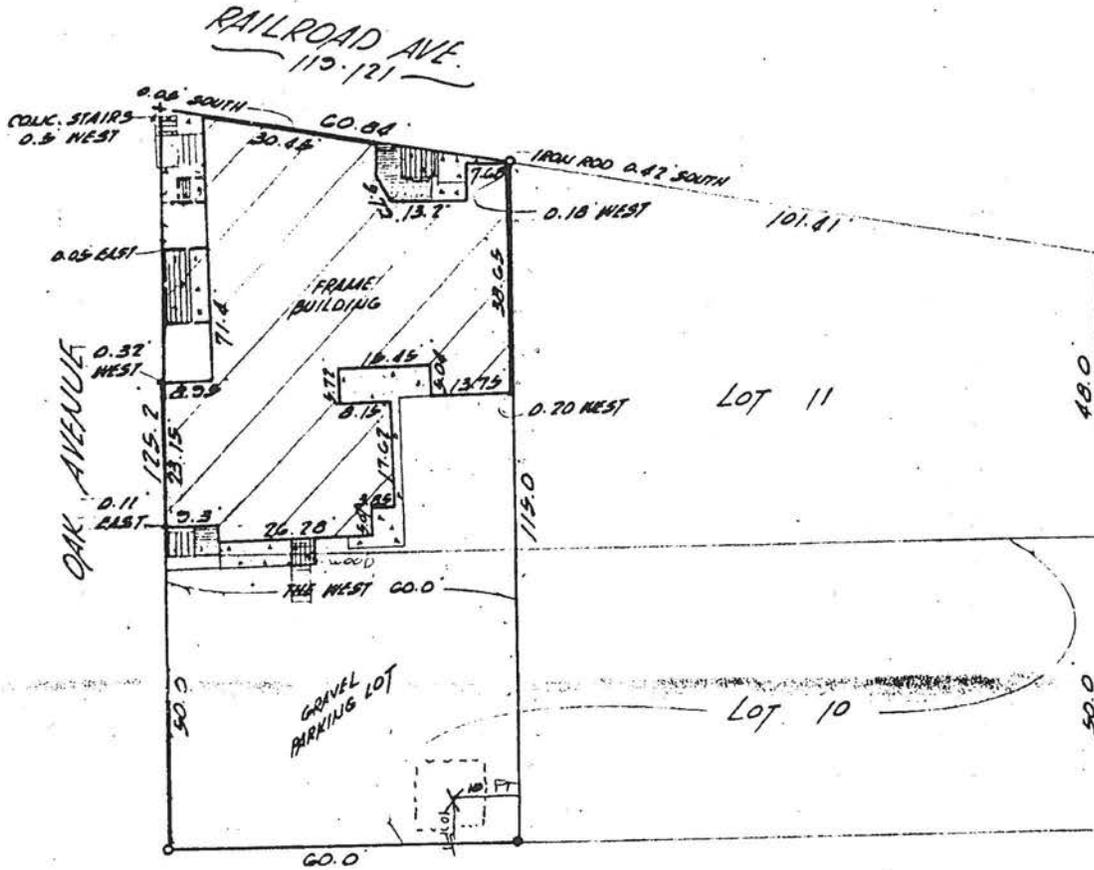


OF PROPERTY DESCRIBED AS:

THE WEST 60 FEET OF LOTS 10 AND 11 IN BLOCK 6 IN BARTLETT, A SUBDIVISION OF THE NORTH-EAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 21 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SCALE 1" = 20'

C-22579



STATE OF ILLINOIS)
COUNTY OF KANE)

I, GERALD SOPHA, AN ILLINOIS REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY ACCORDING TO THE OFFICIAL RECORD AND THAT THE PLAT HEREON DRAWN IS A TRUE AND ACCURATE REPRESENTATION THEREOF. ALL BUILDINGS HAVE BEEN LOCATED AND THERE ARE NO ENCROACHMENTS OTHER THAN SHOWN.

DATED: MAY 4, 1988

Gerald Sopha
 GERALD SOPHA
 ILLINOIS REGISTERED LAND SURVEYOR NO. 2473

PREPARED FOR: GARY DANNO
 PROPERTY ADDRESS: 119-111 RAILROAD AVENUE
 BARTLETT, ILLINOIS



Gerald Sopha
 51 DEVONSHIRE
 ELGIN, ILLINOIS 60120
 PHONE (312) 695-0960

• METAL STAKE SET. • METAL STAKE FOUND.
 Any discrepancy in measurements should be promptly reported to the surveyor for explanation or correction. COMPARE THE DESCRIPTION ON THIS PLAT WITH DEED. REFER TO DEED FOR EASEMENTS AND BUILDING LINES.



Deigan & Associates, LLC
Environmental Consultants

28835 N. Herky Dr., Unit 120
Lake Bluff, Illinois 60044
847.578.5000

April 26, 2016

Findings Report – Asbestos Building Inspection

Mr. Jim Plonczynski
Community Development Director
Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103

**Re: Asbestos Building Inspection
Former Restaurant/Bar Commercial Building with Residential Apartment
117, 119, and 121 West Railroad Avenue/201 South Oak Avenue
Bartlett, Cook County, Illinois**

Dear Mr. Plonczynski:

Per our March 21, 2016 proposal, we have completed an Asbestos Building Inspection and at the above referenced property. An Illinois licensed asbestos building inspector, Mr. Sean McLellan (IDPH License No. 100-11367) of Deigan & Associates, LLC conducted the asbestos building inspection of the above referenced building on April 5, 2016. Please note the property is a single parcel with the PIN number 06-34-409-001-0000, but has four addresses associated with separate entrances and portions of the sole building on the property. The common addresses are 117 West Railroad Avenue associated with the east addition to the building (former Carla's Brunch Box), 119 West Railroad Avenue associated with the second floor residential apartment, 121 West Railroad Avenue associated with the main floor bar and grill/restaurant (former Lucky Jacks), and 201 South Oak Avenue associated with the basement entrance on Oak Avenue (former bar).

The building was inspected for suspect, reasonably accessible asbestos-containing materials (ACM). Suspect materials are defined as building materials which commonly contain asbestos, or which are thought to contain asbestos. Deigan & Associates, LLC personnel made reasonable efforts to sample those suspect materials that could be safely accessed and sampled. 160 samples of 54 suspect asbestos-containing homogeneous materials present in the buildings on the property were inspected and sampled.

It should be understood that it may be impossible to find all asbestos-containing materials. Inaccessible areas, such as the space inside walls and above plaster or drywall ceilings where no access was available were not inspected and suspect materials may be present. Multiple layers of flooring materials were observed in certain areas. While

Deigan & Associates made reasonable efforts to inspect in multiple locations of all flooring, it may be possible that other layers of flooring material are present in other areas of the floor.

Samples were collected according to protocol detailed by 40 CFR 763.86 using EPA approved methods specifically designed for sample collection. Samples were taken by inserting a tool into the suspect material while simultaneously applying amended water. Samples were immediately placed in pre-numbered sample containers. To prevent accidental exposure, sample containers are made of a durable plastic designed to provide an airtight seal.

A group number, or multi-sample number, was assigned to each homogenous material. This number serves as a prefix to identify materials of similar composition, texture, color, and date of installation. The multi-sample number designates a specific material (i.e. resilient floor covering), and serves to identify the material that composes a homogenous material.

Collected samples were delivered to EMSL, Inc. in Hillside, Illinois using standard chain-of-custody (COC) documentation. EMSL is an American Industrial Hygiene Association (AIHA) and National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory.

Suspect asbestos samples were analyzed as required by the EPA in test method document "US EPA 600/M462020, 1982" & "US EPA 600/R-93/118, 1993". This method is commonly known as Polarized Light Microscopy (PLM). According to the USEPA, regulated Asbestos Containing Materials (ACM) are those materials found to contain greater than 1% asbestos (>1% asbestos) by PLM.

The following material was identified as ACM by the above EPA definition.

Material Description	Location	Asbestos Percent (%)	Estimated Quantity	NESHAP-Regulated Category
Built-up roofing	East addition roof	4% Chrysotile	450 Square feet	Category I Non-friable ACM
Roof flashing coating	East addition roof	4% Chrysotile	45 linear feet	Category I Non-friable ACM
Fiber-cement siding (Transite)	Exterior walls of original building and north addition	30% Chrysotile	2,500 Square feet	Category II Non-Friable
White floor tile	East addition under three layers of non-ACM floor tile	2% Chrysotile	365 Square feet	Category I Non-Friable
Black mastic associated with white ACM floor tile	East addition under three layers of non-ACM floor tile	4% Chrysotile	365 Square feet	Category I Non-Friable ACM
Paper Duct Tape	6" duct in basement of east addition	60% Chrysotile	8 Joints	Friable ACM

All other sampled materials tested negative for asbestos. A data summary table listing all sampled materials, location, and analysis results can be found as Table 1 in **Attachment A**. The EMSL Laboratory report is included as **Attachment B**.

Where present, ACM should be left undisturbed. Friable materials are defined as materials that, when dry, can be crumbled, pulverized, or reduced to a powder by hand pressure. Although the Asbestos NESHAP regulations allow Category I Non-friable ACM to remain in place during demolition, the Category I Non-friable ACM must not be rendered friable by demolition activities. Deigan & Associates recommends removal of Category I non-friable ACM by a qualified, IDPH licensed contractor prior to demolition. All friable and Category II non-friable ACM (non-friable ACM other than resilient floor coverings and roofing materials) must be removed prior to demolition in order to comply with the asbestos NESHAP. In addition, friable ACM as well as Category I and Category II non-friable ACM should be removed by an IDPH licensed contractor prior to renovation which will affect these materials. Disturbance of these materials may pose a health hazard or restrict the use of the facility. Untrained personnel should not disturb these materials.

Additionally, the mixture of asbestos in demolition waste may cause the receiving landfill to reject the load.

It is Deigan & Associates, LLC's intention that all involved parties use this report, including spreadsheet and laboratory results provided by Deigan & Associates, LLC and detailed in their respective sections of this report for a safe and informed asbestos management program.

We appreciated the opportunity to conduct this work for you.

Sincerely,
Deigan & Associates, LLC

Sean M. McLellan	100-11367
Asbestos Building Inspector	IDPH License Number
	April 26, 2016
Asbestos Building Inspector's Signature	Date

List of Attachments

- A Asbestos Data Summary Table
- B Asbestos Laboratory Report and Chain-of-Custody



Deigan & Associates, LLC
Environmental Consultants

Attachment A

Table 1
Asbestos Building Inspection Results

Asbestos Building Inspection
117, 119, and 121 West Railroad Avenue/201 South Oak Avenue, Bartlett, Illinois

TABLE 1
Asbestos Building Inspection Results
Former Restaurant/Bar Building with Residential Apartment
117, 119, 121 W. Railroad Ave. and 201 S. Oak Ave.
Bartlett, Illinois

Building Area	Group Number	Sample Number	Material Description	Location	Asbestos Percent (%)	Estimated Quantity of ACM	NESHAP Regulatory Category
East addition roof	LJ 01	01 , 02 , 03	Built-up roofing	East addition roof	4% Chrysotile	450 Square feet	Category I Non-Friable
	LJ 02	04 , 05 , 06	Roof flashing coating	East addition roof	4% Chrysotile	45 Linear feet	Category I Non-Friable
Main building roof	LJ 03	07 , 08 , 09	Brown single-tab asphalt shingles	Main building roof	None Detected	--	--
	LJ 04	10 , 11 , 12	Green three-tab asphalt shingles	Main building roof under group 03	None Detected	--	--
	LJ 05	13	Roofing paper	Roof above main building stair under group 03	None Detected	--	--
North addition roof	LJ 06	14 , 15 , 16	Built-up roofing	North addition	None Detected	--	--
	LJ 07	17 , 18 , 19	Black asphalt roofing/roof coating	North addition parapet	None Detected	--	--
Exterior walls	LJ 08	20 , 21 , 22	Fiber-cement siding	Exterior walls original building and north addition	30% Chrysotile	2,500 Square feet	Category II Non-Friable
	LJ 09	23 , 24 , 25	Tar paper	Exterior walls original building and north addition, behind group 08	None Detected	--	--
East addition interior (117 West Railroad Avenue)	LJ 10	26 , 27 , 28	12" brown mottled floor tile	East addition main room	None Detected	--	--
	LJ 10M	26M , 27M , 28M	Yellow mastic associated with group 10	East addition main room	None Detected	--	--
	LJ 11	29	12" green floor tile	East addition main room under group 10	None Detected	--	--
	LJ 11M	29M	Yellow mastic associated with group 11	East addition main room under group 10	None Detected	--	--
	LJ 12	30	12" white floor tile	East addition main room under group 10	None Detected	--	--
	LJ 12M	30M	Yellow mastic associated with group 12	East addition main room under group 10	None Detected	--	--
	LJ 13	31	12" red floor tile	East addition main room under group 10	None Detected	--	--
	LJ 13M	31M	Yellow mastic associated with group 13	East addition main room under group 10	None Detected	--	--
	LJ 14	32	Lime green floor tile	East addition under groups 11, 12, 13	None Detected	--	--
	LJ 14M	32M	Yellow mastic associated with group 14	East addition under groups 11, 12, 13	None Detected	--	--
	LJ 15	33	Black floor tile	East addition under groups 11, 12, 13	None Detected	--	--
	LJ 15M	33M	Yellow mastic associated with group 15	East addition under groups 11, 12, 13	None Detected	--	--
	LJ 16	34	Pink floor tile	East addition under groups 11, 12, 13	None Detected	--	--
	LJ 16M	34M	Yellow mastic associated with group 16	East addition under groups 11, 12, 13	None Detected	--	--
	LJ 17	35 , 36 , 37	White floor tile	East addition under groups 14, 15, 16	2% Chrysotile	365 Square feet	Category II Non-Friable
	LJ 17M	35M , 36M , 37M	Black mastic associated with group 17	East addition under groups 14, 15, 16	4% Chrysotile	365 Square feet	Category II Non-Friable
	LJ 18	38 , 39 , 40	2' by 2' pinholes ceiling tile	East addition ceiling	None Detected	--	--
	LJ 19	41 , 42 , 43	Plaster on drywall backing	East addition	None Detected	--	--
	LJ 20	44	Drywall system	East addition west wall and stair wall	None Detected	--	--
	LJ 21	45	Blue and white sheet flooring	East addition restroom	None Detected	--	--
	LJ 22	46	Paper duct tape	6" duct in basement of East addition	60% Chrysotile	8 joints	Friable ACM
	Barn style entry to basement	LJ 23	47	Brown architectural asphalt roof shingle	Barn roof entry	None Detected	--
LJ 24		48	Roofing paper	Barn roof entry	None Detected	--	--
Kitchen addition roof	LJ 25	49	Brown three tab asphalt shingle	West kitchen addition roof	None Detected	--	--
Second floor apartment (119 West Railroad Avenue)	LJ 26	50	Gray 12" self-stick floor tile	Walk-in closet	None Detected	--	--
	LJ 26M	50M	Clear adhesive associated with group 26	Walk-in closet	None Detected	--	--
	LJ 27	51 , 52 , 53	Popcorn ceiling texture	2nd floor ceilings	None Detected	--	--
	LJ 28	54 , 55 , 56	Drywall system	2nd floor	None Detected	--	--
	LJ 29	57	2' by 2' ceiling tile	Walk-in closet	None Detected	--	--

TABLE 1
Asbestos Building Inspection Results
Former Restaurant/Bar Building with Residential Apartment
117, 119, 121 W. Railroad Ave. and 201 S. Oak Ave.
Bartlett, Illinois

Building Area	Group Number	Sample Number	Material Description	Location	Asbestos Percent (%)	Estimated Quantity of ACM	NESHAP Regulatory Category
First floor/basement (former Lucky Jack's, 121 West Railroad Avenue/201 South Oak Avenue)	LJ 30	58 , 59 , 60	12" black floor tile	Main bar room, basement bar	None Detected	--	--
	LJ 30M	58M , 59M , 60M	Black mastic associated with group 30	Main bar room, basement bar	None Detected	--	--
	LJ 31	61	12" black floor tile	Kitchen in original building	None Detected	--	--
	LJ 31M	61M	Yellow mastic associated with group 31	Kitchen in original building	None Detected	--	--
	LJ 32	62	12" white floor tile	Kitchen in original building	None Detected	--	--
	LJ 32M	62M	Yellow mastic associated with group 32	Kitchen in original building	None Detected	--	--
	LJ 33	63	12" black floor tile	Kitchen addition	None Detected	--	--
	LJ 33M	63M	Yellow mastic associated with group 33	Kitchen addition	None Detected	--	--
	LJ 34	64	12" white floor tile	Kitchen addition	None Detected	--	--
	LJ 34M	64M	Yellow mastic associated with group 34	Kitchen addition	None Detected	--	--
	LJ 35	65 , 66 , 67	2' by 2' wormhole and pinhole ceiling tile	Main floor bar	None Detected	--	--
	LJ 36	68 , 69 , 70	Drywall system/texture paint	Main floor bar	None Detected	--	--
	LJ 37	71	12" white floor tile	Basement northwest room	None Detected	--	--
	LJ 37M	71M	Yellow mastic associated with group 37	Basement northwest room	None Detected	--	--
	LJ 38	72 , 73 , 74	Drywall system/texture paint	Basement ceiling	None Detected	--	--
	LJ 39	75	Drywall system	Basement restroom	None Detected	--	--



Deigan & Associates, LLC
Environmental Consultants

Attachment B

EMSL Laboratory Report and Chain-of-Custody

Asbestos Building Inspection
117, 119, and 121 West Railroad Avenue/201 South Oak Avenue, Bartlett, Illinois



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EMSL Order: 261602591
Customer ID: DEIG62
Customer PO:
Project ID:

Attention: Sean McLellan
Deigan & Associates, LLC
28835 N. Herky Drive
Unit 120
Lake Bluff, IL 60044
Project: 117 119, 121 W. RAILROAD

Phone: (847) 578-5000
Fax: (847) 578-5010
Received Date: 04/08/2016 8:45 AM
Analysis Date: 04/22/2016
Collected Date:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
LJ 01-01-Roofing 261602591-0001	EAST ADDITION ROOF - BUILT-UP ROOFING	Black Non-Fibrous Heterogeneous		96% Non-fibrous (Other)	4% Chrysotile
			HA: 01		
LJ 01-01-Flashing 261602591-0001A	EAST ADDITION ROOF - BUILT-UP ROOFING	Black/Silver Non-Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
			HA: 01		
LJ 01-02-Roofing 261602591-0002	EAST ADDITION ROOF - BUILT-UP ROOFING				Positive Stop (Not Analyzed)
			HA: 01		
LJ 01-02-Flashing 261602591-0002A	EAST ADDITION ROOF - BUILT-UP ROOFING	Black/Silver Non-Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
			HA: 01		
LJ 01-03-Roofing 261602591-0003	EAST ADDITION ROOF - BUILT-UP ROOFING				Positive Stop (Not Analyzed)
			HA: 01		
LJ 01-03-Flashing 261602591-0003A	EAST ADDITION ROOF - BUILT-UP ROOFING	Black/Silver Non-Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
			HA: 01		
LJ 02-04 261602591-0004	EAST ADDITION ROOF - ROOF FLASHING COATING	Black Non-Fibrous Homogeneous		96% Non-fibrous (Other)	4% Chrysotile
			HA: 02		
LJ 02-05 261602591-0005	EAST ADDITION ROOF - ROOF FLASHING COATING				Positive Stop (Not Analyzed)
			HA: 02		
LJ 02-06 261602591-0006	EAST ADDITION ROOF - ROOF FLASHING COATING				Positive Stop (Not Analyzed)
			HA: 02		
LJ 03-07 261602591-0007	MAIN BUILDING ROOF - BROWN SINGLE-TAB ASPHALT SHINGLES	Brown Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
			HA: 03		
LJ 03-08 261602591-0008	MAIN BUILDING ROOF - BROWN SINGLE-TAB ASPHALT SHINGLES	Brown Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
			HA: 03		

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EMSL Order: 261602591
Customer ID: DEIG62
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Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
LJ 03-09 261602591-0009	MAIN BUILDING ROOF - BROWN SINGLE-TAB ASPHALT SHINGLES	Brown Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
			HA: 03		
LJ 04-10 261602591-0010	MAIN BUILDING ROOF UNDER GROUP 03 - GREEN THREE-TAB ASPHALT SHINGLES	Green Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
			HA: 04		
LJ 04-11 261602591-0011	MAIN BUILDING ROOF UNDER GROUP 03 - GREEN THREE-TAB ASPHALT SHINGLES	Green Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
			HA: 04		
LJ 04-12 261602591-0012	MAIN BUILDING ROOF UNDER GROUP 03 - GREEN THREE-TAB ASPHALT SHINGLES	Green Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
			HA: 04		
LJ 05-13 261602591-0013	ROOF ABOVE MAIN BUILDING STAIR UNDER - ROOFING PAPER	Black Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
			HA: 05		
LJ 06-14-Roofing 261602591-0014	NORTH ADDITION - BUILT-UP ROOFING	Black Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
			HA: 06		
LJ 06-14-Flashing 261602591-0014A	NORTH ADDITION - BUILT-UP ROOFING	Black/Silver Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 06		
LJ 06-15-Roofing 261602591-0015	NORTH ADDITION - BUILT-UP ROOFING	Black Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
			HA: 06		
LJ 06-15-Flashing 261602591-0015A	NORTH ADDITION - BUILT-UP ROOFING	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 06		
LJ 06-16-Roofing 261602591-0016	NORTH ADDITION - BUILT-UP ROOFING	Black Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
			HA: 06		
LJ 06-16-Flashing 261602591-0016A	NORTH ADDITION - BUILT-UP ROOFING	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 06		
LJ 07-17 261602591-0017	NORTH ADDITION PARAPET - BLACK ASPHALT ROOFING/ROOF COATING	Black Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
			HA: 07		

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Customer ID: DEIG62
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Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
LJ 07-18 261602591-0018	NORTH ADDITION PARAPET - BLACK ASPHALT ROOFING/ROOF COATING	Black Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
			HA: 07		
LJ 07-19 261602591-0019	NORTH ADDITION PARAPET - BLACK ASPHALT ROOFING/ROOF COATING	Black Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
			HA: 07		
LJ 08-20 261602591-0020	EXTERIOR WALLS ORIGINAL BUILDING AND NORTH - FIBER-CEMENT SIDING	Gray Non-Fibrous Homogeneous		70% Non-fibrous (Other)	30% Chrysotile
			HA: 08		
LJ 08-21 261602591-0021	EXTERIOR WALLS ORIGINAL BUILDING AND NORTH ADDITION - FIBER-CEMENT SIDING				Positive Stop (Not Analyzed)
			HA: 08		
LJ 08-22 261602591-0022	EXTERIOR WALLS ORIGINAL BUILDING AND NORTH ADDITION - FIBER-CEMENT SIDING				Positive Stop (Not Analyzed)
			HA: 08		
LJ 09-23 261602591-0023	EXTERIOR WALLS ORIGINAL BUILDING AND NORTH ADDITIN BEHIND GROUP 08 - TAR PAPER	Black Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
			HA: 09		
LJ 09-24 261602591-0024	EXTERIOR WALLS ORIGINAL BUILDING AND NORTH - TAR PAPER	Black Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
			HA: 09		
LJ 09-25 261602591-0025	EXTERIOR WALLS ORIGINAL BUILDING AND NORTH - TAR PAPER	Black Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
			HA: 09		
LJ 10-26 261602591-0026	EAST ADDITION MAIN ROOM - 12" BROWN MOTTLED FLOOR TILE	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 10		
LJ 10-27 261602591-0027	EAST ADDITION MAIN ROOM - 12" BROWN MOTTLED FLOOR TILE	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 10		

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
LJ 10-28 261602591-0028	EAST ADDITION MAIN ROOM - 12" BROWN MOTTLED FLOOR TILE	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 10		
LJ 10M-26M 261602591-0029	EAST ADDITION MAIN ROOM - YELLOW MASTIC ASSOCIATED WITH GROUP 10	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 10M		
LJ 10M-27M 261602591-0030	EAST ADDITION MAIN ROOM - YELLOW MASTIC ASSOCIATED WITH GROUP 10	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 10M		
LJ 10M-28M 261602591-0031	EAST ADDITION MAIN ROOM - YELLOW MASTIC ASSOCIATED WITH GROUP 10	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 10M		
LJ 11-29 261602591-0032	EAST ADDITION MAIN ROOM UNDER GROUP 10 - 12"GREEN FLOOR TILE	Green Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 11		
LJ 11M-29M 261602591-0033	EAST ADDITION MAIN ROOM UNDER GROUP 10 - YELLOW MASTIC ASSOCIATED WITH GROUP 11	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 11M		
LJ 12-30 261602591-0034	EAST ADDITION MAIN ROOM UNDER GROUP 10 - 12"GREEN FLOOR TILE	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 12		
LJ 12M-30M 261602591-0035	EAST ADDITION MAIN ROOM UNDER GROUP 10 - YELLOW MASTIC ASSOCIATED WITH GROUP 12	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 12M		
LJ 13-31 261602591-0036	EAST ADDITION MAIN ROOM UNDER GROUP 10 - 12" RED FLOOR TILE	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 13		
LJ 13M-31M 261602591-0037	EAST ADDITION MAIN ROOM UNDER GROUP 10 - YELLOW MASTIC ASSOCIATED WITH GROUP 13	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
LJ 14-32 261602591-0038	EAST ADDITION UNDER GROUP 11,12,13 - LIME GREEN FLOOR TILE	Green Non-Fibrous Homogeneous	HA: 13M	100% Non-fibrous (Other)	None Detected
LJ 14M-32M 261602591-0039	EAST ADDITION UNDER GROUP 11,12,13 - YELLOW MASTIC ASSOCIATED WITH GROUP 14	Yellow Non-Fibrous Homogeneous	HA: 14	100% Non-fibrous (Other)	None Detected
LJ 15-33 261602591-0040	EAST ADDITION UNDER GROUP 11,12,13 - BLACK FLOOR TILE	Black Non-Fibrous Homogeneous	HA: 14M	100% Non-fibrous (Other)	None Detected
LJ 15-M33M 261602591-0041	EAST ADDITION UNDER GROUP 11,12,13 - YELLOW MASTIC ASSOCIATED WITH GROUP 15	Yellow Non-Fibrous Homogeneous	HA: 15	100% Non-fibrous (Other)	None Detected
LJ 16-34 261602591-0042	EAST ADDITION UNDER GROUP 11,12,13 - PINK FLOOR TILE	Pink Non-Fibrous Homogeneous	HA: 15M	100% Non-fibrous (Other)	None Detected
LJ 16M-34M 261602591-0043	EAST ADDITION UNDER GROUP 11,12,13 - YELLOW MASTIC ASSOCIATED WITH GROUP 16	Yellow Non-Fibrous Homogeneous	HA: 16	100% Non-fibrous (Other)	None Detected
LJ 17-35 261602591-0044	EAST ADDITION UNDER GROUP 14,15,16 - WHITE FLOOR TILE	White Non-Fibrous Homogeneous	HA: M16M	98% Non-fibrous (Other)	2% Chrysotile
LJ 17-36 261602591-0045	EAST ADDITION UNDER GROUP 14,15,16 - WHITE FLOOR TILE		HA: 17		Positive Stop (Not Analyzed)
LJ 17-37 261602591-0046	EAST ADDITION UNDER GROUP 14,15,16 - WHITE FLOOR TILE		HA: 17		Positive Stop (Not Analyzed)
LJ 17M-35M 261602591-0047	EAST ADDITION UNDER GROUP 14,15,16 - BLACK MASTIC ASSOCIATED WITH GROUP 17	Black Non-Fibrous Homogeneous	HA: 17	96% Non-fibrous (Other)	4% Chrysotile

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Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
LJ 17M-36M 261602591-0048	EAST ADDITION UNDER GROUP 14,15,16 - BLACK MASTIC ASSOCIATED WITH GROUP 17				Positive Stop (Not Analyzed)
HA: 17M					
LJ 17M-37M 261602591-0049	EAST ADDITION UNDER GROUP 14,15,16 - BLACK MASTIC ASSOCIATED WITH GROUP 17				Positive Stop (Not Analyzed)
HA: 17M					
LJ 18-38 261602591-0050	EAST ADDITION CEILING - 2'X2' PINHOLES CEILING TILE	White Fibrous Homogeneous		70% Ca Carbonate 20% Perlite 10% Non-fibrous (Other)	None Detected
HA: 18					
LJ 18-39 261602591-0051	EAST ADDITION CEILING - 2'X2' PINHOLES CEILING TILE	White Fibrous Homogeneous	70% Cellulose	20% Perlite 10% Non-fibrous (Other)	None Detected
HA: 18					
LJ 18-40 261602591-0052	EAST ADDITION CEILING - 2'X2' PINHOLES CEILING TILE	White Fibrous Homogeneous	70% Cellulose	20% Perlite 10% Non-fibrous (Other)	None Detected
HA: 18					
LJ 19-41-Drywall 261602591-0053	EAST ADDITION - PLASTER ON DRYWALL BACKING	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
HA: 19					
LJ 19-41-Skim Coat 261602591-0053A	EAST ADDITION - PLASTER ON DRYWALL BACKING	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 19					
LJ 19-41-Base Coat 261602591-0053B	EAST ADDITION - PLASTER ON DRYWALL BACKING	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 19					
LJ 19-42-Drywall 261602591-0054	EAST ADDITION - PLASTER ON DRYWALL BACKING	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
HA: 19					
LJ 19-42-Skim Coat 261602591-0054A	EAST ADDITION - PLASTER ON DRYWALL BACKING	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 19					
LJ 19-42-Base Coat 261602591-0054B	EAST ADDITION - PLASTER ON DRYWALL BACKING	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 19					
LJ 19-43-Drywall 261602591-0055	EAST ADDITION - PLASTER ON DRYWALL BACKING	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
HA: 19					



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Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
LJ 19-43-Skim Coat 261602591-0055A	EAST ADDITION - PLASTER ON DRYWALL BACKING	White Non-Fibrous Homogeneous	HA: 19	100% Non-fibrous (Other)	None Detected
LJ 19-43-Base Coat 261602591-0055B	EAST ADDITION - PLASTER ON DRYWALL BACKING	Gray Non-Fibrous Homogeneous	HA: 19	100% Non-fibrous (Other)	None Detected
LJ 20-44-Drywall 261602591-0056	EAST ADDITION WEST WALL AND STAIR WALL - DRYWALL SYSTEM	White Non-Fibrous Homogeneous	HA: 20	10% Cellulose 90% Non-fibrous (Other)	None Detected
LJ 20-44-Joint Compound 261602591-0056A	EAST ADDITION WEST WALL AND STAIR WALL - DRYWALL SYSTEM	White Non-Fibrous Homogeneous	HA: 20	100% Non-fibrous (Other)	None Detected
LJ 21-45 261602591-0057	EAST ADDITION RESTROOM - BLUE AND WHITE SHEET FLOORING	White Non-Fibrous Homogeneous	HA: 21	20% Cellulose 80% Non-fibrous (Other)	None Detected
LJ 22-46 261602591-0058	6" DUCT IN BASEMENT OF EAST ADDITION - PAER DUCT TAPE	Black Fibrous Homogeneous	HA: 22	40% Non-fibrous (Other)	60% Chrysotile
LJ 23-47 261602591-0059	BARN ROOF ENTRY - BROWN ARCHITECTUAL ASPHALT ROOF SHINGLE	Black Non-Fibrous Homogeneous	HA: 23	100% Non-fibrous (Other)	None Detected
LJ 24-48 261602591-0060	BARN ROOF ENTRY - ROOFING PAPER	Black Fibrous Homogeneous	HA: 24	60% Cellulose 40% Non-fibrous (Other)	None Detected
LJ 25-49 261602591-0061	WEST KITCHEN ADDITION ROOF - BROWN THREE TAB ASPHALT SHINGLE	Black Non-Fibrous Homogeneous	HA: 25	15% Cellulose 85% Non-fibrous (Other)	None Detected
LJ 26-50 261602591-0062	WALK-IN CLOSET - GRAY 12" SELF-STICK FLOOR TILE	Gray Non-Fibrous Homogeneous	HA: 26	100% Non-fibrous (Other)	None Detected
LJ 26M-50M 261602591-0063	WALK-IN CLOSET - CLEAR ADHESIVE ASSOCIATED WITH GROUP 26	Clear Non-Fibrous Homogeneous	HA: 26M	100% Non-fibrous (Other)	None Detected
LJ 27-51 261602591-0064	2ND FLOOR CEILINGS - POPCORN CEILING TEXTURE	White Non-Fibrous Homogeneous	HA: 27	100% Non-fibrous (Other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
LJ 27-52 261602591-0065	2ND FLOOR CEILINGS - POPCORN CEILING TEXTURE	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 27		
LJ 27-53 261602591-0066	2ND FLOOR CEILINGS - POPCORN CEILING TEXTURE	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 27		
LJ 28-54-Drywall 261602591-0067	2ND FLOOR - DRYWALL SYSTEM	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
			HA: 28		
LJ 28-54-Joint Compound 261602591-0067A	2ND FLOOR - DRYWALL SYSTEM	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 28		
LJ 28-55-Drywall 261602591-0068	2ND FLOOR - DRYWALL SYSTEM	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
			HA: 28		
LJ 28-55-Joint Compound 261602591-0068A	2ND FLOOR - DRYWALL SYSTEM	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 28		
LJ 28-56-Drywall 261602591-0069	2ND FLOOR - DRYWALL SYSTEM	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
			HA: 28		
LJ 28-56-Joint Compound 261602591-0069A	2ND FLOOR - DRYWALL SYSTEM	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 28		
LJ 29-57 261602591-0070	WALK-IN CLOSET - 2"BY2' CEILING TILE	White Fibrous Homogeneous	70% Cellulose	20% Perlite 10% Non-fibrous (Other)	None Detected
			HA: 29		
LJ 30-58 261602591-0071	MAIN BAR ROOM, BASEMENT BAR - 12" BLACK FLOOR TILE	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 30		
LJ 30-59 261602591-0072	MAIN BAR ROOM, BASEMENT BAR - 12" BLACK FLOOR TILE	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 30		
LJ 30-60 261602591-0073	MAIN BAR ROOM, BASEMENT BAR - 12" BLACK FLOOR TILE	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 30		

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
LJ 30M-58M 261602591-0074	MAIN BAR ROOM, BASEMENT BAR - BLACK MASTIC ASSOCIATED WITH GROUP 30	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 30M		
LJ 30M-59M 261602591-0075	MAIN BAR ROOM, BASEMENT BAR - BLACK MASTIC ASSOCIATED WITH GROUP 30	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 30M		
LJ 30M-60M 261602591-0076	MAIN BAR ROOM, BASEMENT BAR - BLACK MASTIC ASSOCIATED WITH GROUP 30	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 30M		
LJ 31-61 261602591-0077	KITCHEN IN ORIGINAL BUILDING - 12" BLACK FLOOR TILE	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 31		
LJ 31M-61M 261602591-0078	KITCHEN IN ORIGINAL BUILDING - YELLOW MASTIC ASSOCIATED WITH GROUP 32	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 31M		
LJ 32-62 261602591-0079	KITCHEN IN ORIGINAL BUILDING - 12" WHITE FLOOR TILE	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 32		
LJ 32M-62M 261602591-0080	KITCHEN ADDITION - YELLOW MASTIC ASSOCIATED WITH GROUP 32	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 32M		
LJ 33-63 261602591-0081	KITCHEN ADDITION - 12" BLACK FLOOR TILE	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 33		
LJ 33M-63M 261602591-0082	KITCHEN ADDITION - YELLOW MASTIC ASSOCIATED WITH GROUP 33	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 33M		
LJ 34-64 261602591-0083	MAIN FLOOR BAR - 12" WHITE FLOOR TILE	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 34		
LJ 34M-64M 261602591-0084	MAIN FLOOR BAR - YELLOW MASTIC ASSOCIATED WITH GROUP 34	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 34M		

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
LJ 35-65 261602591-0085	MAIN FLOOR BAR - 2'X2' WORMHOLE AND PINHOLE CEILING TILE	White Fibrous Homogeneous	60% Cellulose	30% Perlite 10% Non-fibrous (Other)	None Detected
HA: 35					
LJ 35-66 261602591-0086	MAIN FLOOR BAR - 2'X2' WORMHOLE AND PINHOLE CEILING TILE	White Fibrous Homogeneous	60% Cellulose	30% Perlite 10% Non-fibrous (Other)	None Detected
HA: 35					
LJ 35-67 261602591-0087	MAIN FLOOR BAR - 2'X2' WORMHOLE AND PINHOLE CEILING TILE	White Fibrous Homogeneous	60% Cellulose	30% Perlite 10% Non-fibrous (Other)	None Detected
HA: 35					
LJ 36-68-Texture 261602591-0088	MAIN FLOOR BAR - DRYWALL SYSTEM/TEXTURE PAINT	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 36					
LJ 36-68-Drywall 261602591-0088A	MAIN FLOOR BAR - DRYWALL SYSTEM/TEXTURE PAINT	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
HA: 36					
LJ 36-69-Texture 261602591-0089	MAIN FLOOR BAR - DRYWALL SYSTEM/TEXTURE PAINT	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 36					
LJ 36-69-Drywall 261602591-0089A	MAIN FLOOR BAR - DRYWALL SYSTEM/TEXTURE PAINT	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 36					
LJ 36-70-Texture 261602591-0090	MAIN FLOOR BAR - DRYWALL SYSTEM/TEXTURE PAINT	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 36					
LJ 36-70-Drywall 261602591-0090A	MAIN FLOOR BAR - DRYWALL SYSTEM/TEXTURE PAINT	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
HA: 36					
LJ 37-71-Floor Tile 261602591-0091	BASEMENT NORTHWEST ROOM - 12" WHITE FLOOR TILE	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 37					
LJ 37M-71M 261602591-0092	BASEMENT NORTHWEST ROOM - YELLOW MASTIC ASSOCIATED WITH GROUP 37	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 37M					
LJ 38-72-Drywall 261602591-0093	BASEMENT CEILING - DRYWALL SYSTEM/TEXTURE PAINT	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
LJ 38-72-Texture 261602591-0093A	BASEMENT CEILING - DRYWALL SYSTEM/TEXTURE PAINT	Gray Non-Fibrous Homogeneous	HA: 38	100% Non-fibrous (Other)	None Detected
LJ 38-73-Drywall 261602591-0094	BASEMENT CEILING - DRYWALL SYSTEM/TEXTURE PAINT	White Non-Fibrous Homogeneous	HA: 38	10% Cellulose 90% Non-fibrous (Other)	None Detected
LJ 38-73-Texture 261602591-0094A	BASEMENT CEILING - DRYWALL SYSTEM/TEXTURE PAINT	White Non-Fibrous Homogeneous	HA: 38	100% Non-fibrous (Other)	None Detected
LJ 38-74-Drywall 261602591-0095	BASEMENT CEILING - DRYWALL SYSTEM/TEXTURE PAINT	White Non-Fibrous Homogeneous	HA: 38	10% Cellulose 90% Non-fibrous (Other)	None Detected
LJ 38-74-Texture 261602591-0095A	BASEMENT CEILING - DRYWALL SYSTEM/TEXTURE PAINT	White Non-Fibrous Homogeneous	HA: 38	100% Non-fibrous (Other)	None Detected
LJ 39-75-Drywall 261602591-0096	BASEMENT RESTROOM - DRYWALL SYSTEM	White Non-Fibrous Homogeneous	HA: 39	10% Cellulose 90% Non-fibrous (Other)	None Detected
LJ 39-75-Joint Compound 261602591-0096A	BASEMENT RESTROOM - DRYWALL SYSTEM	White Non-Fibrous Homogeneous	HA: 39	100% Non-fibrous (Other)	None Detected

Analyst(s)
Brian Jolly (109)


James Hahn, Laboratory Manager
or Other Approved Signatory

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Samples analyzed by EMSL Analytical, Inc. Hillside, IL NVLAP Lab Code 200399-0

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**Asbestos Bulk Building Material
Chain of Custody**

EMSL Order Number (Capsize Only)

2591

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117, 119, 121 W. Railroad

Sample #	HA #	Sample Location	Material Description
LJ 01 - 01	01	East addition roof	Built-up roofing
LJ 01 - 02	01	East addition roof	Built-up roofing
LJ 01 - 03	01	East addition roof	Built-up roofing
LJ 02 - 04	02	East addition roof	Roof flashing coating
LJ 02 - 05	02	East addition roof	Roof flashing coating
LJ 02 - 06	02	East addition roof	Roof flashing coating
LJ 03 - 07	03	Main building roof	Brown single-tab asphalt shingles
LJ 03 - 08	03	Main building roof	Brown single-tab asphalt shingles
LJ 03 - 09	03	Main building roof	Brown single-tab asphalt shingles
LJ 04 - 10	04	Main building roof under group 03	Green three-tab asphalt shingles
LJ 04 - 11	04	Main building roof under group 03	Green three-tab asphalt shingles
LJ 04 - 12	04	Main building roof under group 03	Green three-tab asphalt shingles
LJ 05 - 13	05	Roof above main building stair under	Roofing paper
LJ 06 - 14	06	North addition	Built-up roofing
LJ 06 - 15	06	North addition	Built-up roofing
LJ 06 - 16	06	North addition	Built-up roofing
LJ 07 - 17	07	North addition parapet	Black asphalt roofing/roof coating
LJ 07 - 18	07	North addition parapet	Black asphalt roofing/roof coating
LJ 07 - 19	07	North addition parapet	Black asphalt roofing/roof coating
LJ 08 - 20	08	Exterior walls original building and north	Fiber-cement siding
LJ 08 - 21	08	Exterior walls original building and north addition	Fiber-cement siding
LJ 08 - 22	08	Exterior walls original building and north addition	Fiber-cement siding
LJ 09 - 23	09	Exterior walls original building and north addition, behind group 08	Tar paper
LJ 09 - 24	09	Exterior walls original building and north	Tar paper
LJ 09 - 25	09	Exterior walls original building and north	Tar paper
LJ 10 - 26	10	East addition main room	12" brown mottled floor tile
LJ 10 - 27	10	East addition main room	12" brown mottled floor tile
LJ 10 - 28	10	East addition main room	12" brown mottled floor tile
LJ 10M - 26M	10M	East addition main room	Yellow mastic associated with group 10
LJ 10M - 27M	10M	East addition main room	Yellow mastic associated with group 10
LJ 10M - 28M	10M	East addition main room	Yellow mastic associated with group 10
LJ 11 - 29	11	East addition main room under group 10	12" green floor tile
LJ 11M - 29M	11M	East addition main room under group 10	Yellow mastic associated with group 11
LJ 12 - 30	12	East addition main room under group 10	12" white floor tile
LJ 12M - 30M	12M	East addition main room under group 10	Yellow mastic associated with group 12
LJ 13 - 31	13	East addition main room under group 10	12" red floor tile
LJ 13M - 31M	13M	East addition main room under group 10	Yellow mastic associated with group 13
LJ 14 - 32	14	East addition under groups 11, 12, 13	Lime green floor tile
LJ 14M - 32M	14M	East addition under groups 11, 12, 13	Yellow mastic associated with group 14
LJ 15 - 33	15	East addition under groups 11, 12, 13	Black floor tile
LJ 15M - 33M	15M	East addition under groups 11, 12, 13	Yellow mastic associated with group 15
LJ 16 - 34	16	East addition under groups 11, 12, 13	Pink floor tile
LJ 16M - 34M	16M	East addition under groups 11, 12, 13	Yellow mastic associated with group 16
LJ 17 - 35	17	East addition under groups 14, 15, 16	White floor tile
LJ 17 - 36	17	East addition under groups 14, 15, 16	White floor tile
LJ 17 - 37	17	East addition under groups 14, 15, 16	White floor tile
LJ 17M - 35M	17M	East addition under groups 14, 15, 16	Black mastic associated with group 17

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**Asbestos Bulk Building Material
Chain of Custody**

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117, 119, 121 W. Railroad

Sample #	HA #	Sample Location	Material Description
LJ 17M - 36M	17M	East addition under groups 14, 15, 16	Black mastic associated with group 17
LJ 17M - 37M	17M	East addition under groups 14, 15, 16	Black mastic associated with group 17
LJ 18 - 38	18	East addition ceiling	2' by 2' pinholes ceiling tile
LJ 18 - 39	18	East addition ceiling	2' by 2' pinholes ceiling tile
LJ 18 - 40	18	East addition ceiling	2' by 2' pinholes ceiling tile
LJ 19 - 41	19	East addition	Plaster on drywall backing
LJ 19 - 42	19	East addition	Plaster on drywall backing
LJ 19 - 43	19	East addition	Plaster on drywall backing
LJ 20 - 44	20	East addition west wall and stair wall	Drywall system
LJ 21 - 45	21	East addition restroom	Blue and white sheet flooring
LJ 22 - 46	22	6" duct in basement of East addition	Paper duct tape
LJ 23 - 47	23	Barn roof entry	Brown architectural asphalt roof shingle
LJ 24 - 48	24	Barn roof entry	Roofing paper
LJ 25 - 49	25	West kitchen addition roof	Brown three tab asphalt shingle
LJ 26 - 50	26	Walk-in closet	Gray 12" self-stick floor tile
LJ 26M - 50M	26M	Walk-in closet	Clear adhesive associated with group 26
LJ 27 - 51	27	2nd floor ceilings	Popcorn ceiling texture
LJ 27 - 52	27	2nd floor ceilings	Popcorn ceiling texture
LJ 27 - 53	27	2nd floor ceilings	Popcorn ceiling texture
LJ 28 - 54	28	2nd floor	Drywall system
LJ 28 - 55	28	2nd floor	Drywall system
LJ 28 - 56	28	2nd floor	Drywall system
LJ 29 - 57	29	Walk-in closet	2' by 2' ceiling tile
LJ 30 - 58	30	Main bar room, basement bar	12" black floor tile
LJ 30 - 59	30	Main bar room, basement bar	12" black floor tile
LJ 30 - 60	30	Main bar room, basement bar	12" black floor tile
LJ 30M - 58M	30M	Main bar room, basement bar	Black mastic associated with group 30
LJ 30M - 59M	30M	Main bar room, basement bar	Black mastic associated with group 30
LJ 30M - 60M	30M	Main bar room, basement bar	Black mastic associated with group 30
LJ 31 - 61	31	Kitchen in original building	12" black floor tile
LJ 31M - 61M	31M	Kitchen in original building	Yellow mastic associated with group 31
LJ 32 - 62	32	Kitchen in original building	12" white floor tile
LJ 32M - 62M	32M	Kitchen in original building	Yellow mastic associated with group 32
LJ 33 - 63	33	Kitchen addition	12" black floor tile
LJ 33M - 63M	33M	Kitchen addition	Yellow mastic associated with group 33
LJ 34 - 64	34	Kitchen addition	12" white floor tile
LJ 34M - 64M	34M	Kitchen addition	Yellow mastic associated with group 34
LJ 35 - 65	35	Main floor bar	2' by 2' wormhole and pinhole ceiling tile
LJ 35 - 66	35	Main floor bar	2' by 2' wormhole and pinhole ceiling tile
LJ 35 - 67	35	Main floor bar	2' by 2' wormhole and pinhole ceiling tile
LJ 36 - 68	36	Main floor bar	Drywall system/texture paint
LJ 36 - 69	36	Main floor bar	Drywall system/texture paint
LJ 36 - 70	36	Main floor bar	Drywall system/texture paint
LJ 37 - 71	37	Basement northwest room	12" white floor tile
LJ 37M - 71M	37M	Basement northwest room	Yellow mastic associated with group 37
LJ 38 - 72	38	Basement ceiling	Drywall system/texture paint
LJ 38 - 73	38	Basement ceiling	Drywall system/texture paint
LJ 38 - 74	38	Basement ceiling	Drywall system/texture paint
LJ 39 - 75	39	Basement restroom	Drywall system

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TABLE 1
ACM To Be Removed and Disposed

Material Description	Location	Asbestos Percent (%)	Estimated Quantity	NESHAP-Regulated Category
Built-up roofing	East addition roof	4% Chrysotile	450 Square feet	Category I Non-friable ACM
Roof flashing coating	East addition roof	4% Chrysotile	45 linear feet	Category I Non-friable ACM
Fiber-cement siding (Transite)	Exterior walls of original building and north addition	30% Chrysotile	2,500 Square feet	Category II Non-Friable
White floor tile	East addition under three layers of non-ACM floor tile	2% Chrysotile	365 Square feet	Category I Non-Friable
Black mastic associated with white ACM floor tile	East addition under three layers of non-ACM floor tile	4% Chrysotile	365 Square feet	Category I Non-Friable ACM
Paper Duct Tape	6" duct in basement of east addition	60% Chrysotile	8 Joints	Friable ACM



View of north side of Subject Property, facing south. Transite siding located at second floor walls.



View of west side of building facing east . Transite siding located on original portions of building.



View of crawl space under west kitchen addition. Transite siding located on original building wall.



View of south and east side of building with transite siding.



View of east addition with ACM flat roofing.



View of interior of east addition with ACM floor tile and ACM mastic under three layers of non-ACM floor tile.



White ACM floor tile and ACM mastic under three layers of non-ACM floor tile.



ACM paper duct tape on heating ducts in basement of east addition portion of building.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310
Bid Bond

BOND # 16213

KNOW ALL MEN BY THESE PRESENTS, that we **HUSAR ABATEMENT, LTD.**
10215 Franklin Avenue Franklin Park, IL 60131

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **GRANITE RE, INC.**
14001 Quailbrook Drive Oklahoma City, OK 73134

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of **OK**

as Surety, hereinafter called the Surety, are held and firmly bound unto **VILLAGE OF BARTLETT**
228 S Main Street Bartlett, IL 60103

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Ten Percent of Amount Bid----- Dollars (**\$ 10 %**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

**Pre-Demolition Asbestos Abatement
at 121 W Railroad Avenue, Bartlett, IL**

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **5th** day of **April 2018** .

HUSAR ABATEMENT, LTD.

(Principal)

(Seal)

Pete R. Johnson

(Witness)

Evelyn Lewis Office Manager

(Title)

GRANITE RE, INC.

(Surety)

(Seal)

Janice A. Bassett

(Witness)

Pete R. Johnson

(Title)
Peter R. Johnson, Attorney-in-Fact

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that ___ he ___ executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

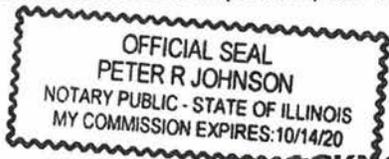
On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Illinois)
County of Cook)

On this 5th day of April, in the year 2018, before me personally come(s) Evelyn Lelis, to me known, who, being duly sworn, deposes and says that he is the Office Manager of the Huss, Abatement, Ltd. the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

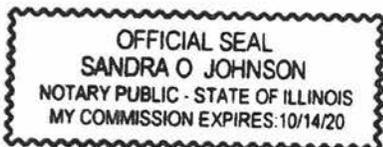


Peter R. Johnson
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Illinois)
County of Cook)

On this 5th day of April, in the year 2018, before me personally come(s) Peter R. Johnson, Attorney(s)-in-Fact of GRANITE RE, INC. with whom I am personally acquainted, and who, being by me duly sworn, says that he is (are) the Attorney(s)-in-Fact of GRANITE RE, INC. company described in and which executed the within instrument; that he know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Sandra O. Johnson
Sandra O. Johnson, Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

PETER R. JOHNSON its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

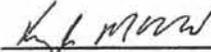
PETER R. JOHNSON may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14th day of June, 2017.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





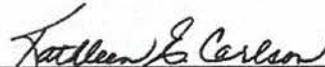
Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 14th day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257





Kathleen E. Carlson
Notary Public

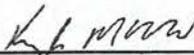
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
5th day of April, 2018.





Kyle P. McDonald, Secretary/Treasurer

RESOLUTION 2018 - _____

**A RESOLUTION APPROVING OF THE DEMOLITION CONTRACT
BETWEEN THE VILLAGE OF BARTLETT AND DELTA DEMOLITION, INC.**

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

SECTION ONE: The Demolition Contract dated April 17, 2018, between the Village of Bartlett and Delta Demolition, Inc. for the 117, 119 and 121 West Railroad Ave./201 South Oak Ave. Property (the "Contract"), 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 Contract 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

March 12, 2018
Instructions to Bidders/Invitation to Bid

P. Bid Offer

The undersigned agrees to perform all work as referenced for the Lump Sum Amount of:

LUMP SUM BID:

Thirty Seven Thousand and no/100-----Dollars (\$ 37,000.00)

Additional Work Alternate Bid Offer:

The undersigned agrees to perform additional alternate work if ordered by the Owner as referenced for the Lump Sum Amount of:

ADDITIONAL WORK ALTERNATE LUMP SUM BID:

Two Thousand and no/100 ----- Dollars (\$ 2,000.00)
Removal and off-site recycling of parking lot pavement

Contractor Bid is irrevocable for a period of 90 days.

Contractor Acknowledgment of Bid Amount

Name of Bidder: Delta Demolition, Inc.

Date: April 3, 2018 Phone 773-252-6370

Demolition Company: Delta Demolition, Inc.

Address: 6832 W. North Ave. Suite 1A Chicago, IL 60707-4429


Signature of Authorized Representative

The Village of Bartlett reserves the right to reject any or all bids or to waive technicalities and accept or reject any offer based on the determination of the Village's best interest.

Enclosures:

Special Provisions

Exhibit I: Village of Bartlett Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements.

Plat of Survey of the Site dated May 4, 1988

Demolition Bid Request Photographs

Village of Bartlett
121 Railroad Ave. Demolition Bid

Plan of Work and Schedule	
Service	Timeframe
Mobilization	1/2 day
Demolition & Haul-off	2 days
Concrete Removal	2 days
Backfill	2 days
Demobilization	1/2 day

7 days

List of Submittal Documents Provided on Project Completion

- 1) Documents from Recycling / Disposal Destination indicating type of debris and amount recycled.
- 2) Certified Payrolls.
- 3) Application for Final Payment.
- 4) Final Waiver of Lien.
- 5) Other documents as requested by the Village of Bartlett or Owner's Representative.



February 14, 2018

Delta Demolition Inc
6832 W. North Avenue, Suite 1A
Chicago, IL 60707-4429

RE: Listings of AM Best Ratings

Below is a list of the carriers and the AM Best Ratings for each policy.

General Liability – Hallmark Specialty Insurance Company – A- (Excellent)
Excess Liability – Rockhill Insurance – A- (Excellent)
Pollution – Mt. Hawley Insurance Company – A+ (Superior)
Workers Compensation, Auto, Property & Inland Marine – Hastings Mutual Insurance – A (Excellent)
Excess Umbrella – Hallmark Specialty Insurance – A- (Excellent)

Please let me know if you need anything else.

Sincerely,

Kim Llanas

Kim Llanas
Account Manager



DELDEM-01

KLLANAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 100290819 Sheboygan, WI HUB International Midwest Limited 832 Niagara Avenue Sheboygan, WI 53081	CONTACT Kim Llanas NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: FAX (A/C, No):
INSURED Delta Demolition Inc 6832 W North Avenue, Ste. 1A Chicago, IL 60707	INSURER(S) AFFORDING COVERAGE INSURER A: Hallmark Specialty Insurance Company NAIC # 26808 INSURER B: Hastings Mutual Insurance Company 14176 INSURER C: Rockhill Insurance 28053 INSURER D: Mt. Hawley Insurance Company 37974 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		77GLO17DEFD	10/04/2017	10/04/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROJECT LOC OTHER					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY		ACV9966064	10/04/2017	10/04/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR				
	DED <input checked="" type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> CLAIMS-MADE	FF01816801	10/04/2017	10/04/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WI)	Y/N	WC9966065	10/04/2017	10/04/2018	<input checked="" type="checkbox"/> PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N N/A				
D	<input checked="" type="checkbox"/> Pollution		EGL0005180	10/04/2017	10/04/2018	Limit \$ 1,000,000
D	<input checked="" type="checkbox"/> Liability		EGL0005180	10/04/2017	10/04/2018	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SAMPLE

Job: 121 Railroad Ave. Demolition Bid; Former Restaurant/Bar Commercial Building with Residential Apartment; 1174, 119 and 121 West Railroad Avenue/201 South Oak Avenue, Bartlett, Cook County, IL 60103

Village of Bartlett including its President and Board of Trustees, Engineer, officers, officials, employees, volunteers, agents, independent contractors, consultants while working on behalf of the Owner are recognized as Additional Insureds on a primary and non-contributory basis with respect to the General SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Village of Bartlett/SAMPLE
 Attn: Village Clerk/121 Railroad Ave. Demolition Bid
 228 S. Main Street
 Bartlett, IL 60103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Sheboygan, WI HUB International Midwest Limited		License # 100290819	NAMED INSURED Delta Demolition Inc 6832 W North Avenue, Ste. 1A Chicago, IL 60707
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Liability policy per form CG2026 (7/04), HG0028 (7/12), Automobile policy per form PD0193 (4/10) and Pollution Liability policy per form EGL324 (06/09). Waiver of subrogation is provided on the Workers' Compensation coverage per form WC000313 (4/84) in favor of the Additional Insureds. 30-day notice of cancellation applies. Forms attached.

Excess Umbrella Liability Policy

Insurer: Hallmark Specialty

Policy No.: 77HX178E83

10/04/2017 to 10/04/2018

Each Occurrence - \$5,000,000

Aggregate - \$5,000,000

Retention - \$0

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)
City of Chicago Department of Buildings 121 N. LaSalle Street Chicago, IL 60602
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of you ongoing operations; or
- B. In connection with your premises owned by or rented by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – ONGOING OPERATIONS**
(With Primary and Waiver of Transfer of Rights of
Recovery)

This endorsement modifies insurance provided under the following Coverage Part:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
Any person or organization that is an owner of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided that the "bodily injury", "property damage" or "personal & advertising injury" first occurs subsequent to the execution of the contract or agreement	All locations otherwise covered by this insurance
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who is An Insured is amended to include as an additional insured the person(s) or organizations(s) shown in the Schedule, but only with respect to liability of "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operation has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

- C. With respect to the insurance afforded to these additional insureds the following may apply:**

1. If required by written contract or written agreement that is an "insured contract" and provided that the "bodily injury", "property damage" or "personal & advertising injury" first occurs subsequent to the execution of the contract or agreement such insurance is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to named insured and shall not contribute to it.

2. If required by written contract or written agreement that is an "insured contract" and provided that the "bodily injury", "property damage" or "personal & advertising injury" first occurs subsequent to the execution of the contract or agreement, we waive any right or recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your on-going operations" done under a contract with person or organization.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL LIABILITY PACKAGE POLICY
CONTRACTORS POLLUTION LIABILITY POLICY**

SECTION II – WHO IS AN INSURED is amended to include as (an) additional insured(s), person(s) or organization(s) shown in the Schedule, but only with respect to liability caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

SCHEDULE

Name of Person or Organization

Those persons or organizations who you are required to add as additional insured on this policy under a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

STANDARD WORKERS COMPENSATION

N 03

POLICY NUMBER	POLICY PERIOD		AGENCY	P
WC 9966065	FROM 10/04/17	TO 10/04/18	0008013	00
NAMED INSURED AND ADDRESS			AGENCY ACCT#639966063	
ITEM 1. DELTA DEMOLITION INC 6832 W NORTH AVE STE 1A CHICAGO IL 60707			TEL. NO. 920-457-7781 MARITIME INSURANCE GROUP INC 832 NIAGARA AVE SHEBOYGAN WI 53081	
INSURED SINCE: 10/2015			THIS POLICY IS BILLED BY THE COMPANY	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
WC 00 03 13 (ED. 04-84)

COPYRIGHT 1983 NATIONAL COUNCIL ON COMPENSATION INSURANCE

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE. (THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.)

THIS AGREEMENT SHALL NOT OPERATE DIRECTLY OR INDIRECTLY TO BENEFIT ANY ONE NOT NAMED IN THE SCHEDULE

SCHEDULE

BLANKET WAIVER FOR
WORK PERFORMED UNDER CONTRACT
REQUIRING THIS AGREEMENT



BID DUE DATE
2:00 PM LOCAL TIME
APRIL 4, 2018

March 13, 2018

DEMOLITION BID REQUEST ADDENDUM 1

Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103

The following clarifications and additions to the *Demolition Bid Request* dated March 12, 2018 prepared by Deigan & Associates, LLC on behalf of the Village of Bartlett shall be incorporated in and considered part of the bid request document/contract. This Addendum 1 does **NOT** change the bid due date of **April 4, 2018**.

Replace the following in Special Provisions Section 2, **Illinois Prevailing Wage & Certified Payroll Required:**

- ~~2. Illinois Prevailing Wage & Certified Payroll required. This is a public works project and subject to Cook County Prevailing Wage which may be found at <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>.~~
2. **Illinois Prevailing Wage & Certified Payroll required.** This is a public works project and subject to the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) for Cook County, the county in which the Project work will be performed ("Prevailing Wages"). Prevailing Wages for Cook County may be found at <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>. All laborers, workers and mechanics employed by the Contractor and/or by any subcontractors performing any Project work shall be paid Prevailing Wages, and it shall be a condition precedent to payment due hereunder that Certified Payroll evidencing compliance with said Act be submitted with each request.

Replace the following in Special Provisions Section 9, **Payment and Performance Bond:**

- ~~9. Payment and Performance Bond The successful Contractor, simultaneously with the execution of the contract, will be required to furnish a Payment and Performance Bond in an amount equal to one hundred percent (100%) of the total contract amount in the form contained in the proposal documents. The bond shall be secured by a certified check, letter of credit, bank draft, bank cashier's check or surety licensed to do business in the State of Illinois and made payable to the Village of Bartlett.~~

9. **Payment and Performance Bond** The successful Contractor, simultaneously with the execution of the contract, will be required to furnish a Payment and Performance Bond in an amount equal to one hundred percent (100%) of the total contract amount in the form contained in the proposal documents to guaranty Contractor's performance of its obligations under the Contract Documents, completion of the Project, and the payment of all labor and materials furnished for the Project work, including, without limitation, payment of Prevailing Wages. The bond shall be secured by a certified check, letter of credit, bank draft, bank cashier's check or surety licensed to do business in the State of Illinois with a financial strength rating ("FSR") of not less than "A-" by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, and made payable to the Village of Bartlett.

Replace the following in Special Provisions Section 10, **Payment**, Paragraph (1):

~~(1) The Contractor may submit to the Village applications for partial payment for work performed and materials incorporated in the work. Such applications shall be accompanied by waivers of liens or the equivalent from suppliers of work or materials stating that such work or materials have been paid for by the Contractor. By submitting an application for payment, the Contractor warrants that all employees, subcontractors, and materialmen have been paid to date for the labor and materials contained in the application. Only one application for partial payment may be submitted in any thirty (30) day period.~~

(1) The Contractor may submit to the Village applications for partial payment for work performed and materials incorporated in the work. Such applications shall be accompanied by (a) a general contractor's sworn statement; (b) current partial waivers of liens from the Contractor and all suppliers of work or materials stating that such work or materials have been paid for by the Contractor; (c) certified payroll from the Contractor and all subcontractors that furnished labor on the Project covering all pay outs in strict accordance with the Prevailing Wage Act (820 ILCS 130/1, *et seq.*) using forms furnished by the Illinois Department of Labor ("Certified Payroll"). By submitting an application for payment, the Contractor warrants that all employees, subcontractors, and materialmen have been paid to date for the labor and materials contained in the application. Only one application for partial payment may be submitted in any thirty (30) day period.

Replace the following in Special Provisions Section 10, **Payment**, Paragraph (3):

~~—————(3)———— After final inspections by the Village, the Contractor shall prepare its application for final payment and submit it to the Village for its approval. The application for final payment shall contain the total cost of the work as set forth in the proposal less all previous payments to the Contractor and be adjusted by the cost of all authorized change orders. Such application shall have attached thereto final lien waivers or the equivalent for all labor and materials incorporated into the work from all persons having supplied labor and materials under this Contract. The Village shall pay to the Contractor, not later than forty five (45) days after such application is made, the amount which the Village finds to be due and owing less deductions authorized by the Contract.~~

(3) After final inspections by the Village, the Contractor shall prepare its application for final payment and submit it to the Village for its approval. The application for final payment shall contain the total cost of the work as set forth in the proposal less all previous payments to the Contractor and be adjusted by the cost of all authorized change orders. Such application shall have attached thereto (a) a general contractor's sworn statement; (b) final lien waivers for all labor and materials incorporated into the work from the Contractor and from all persons having supplied labor and materials under this Contract; (c) Certified Payroll; and (d) consent of the surety that issued the Performance and Payment Bond in the event the bonds furnished pursuant to paragraph 10 are co-signed by a surety. The Village shall pay to the Contractor, not later than forty-five (45) days after such application is made, the amount which the Village finds to be due and owing less deductions authorized by the Contract.

Contractor Acknowledgment of Addendum 1

The undersigned acknowledges receipt of *Demolition Bid Request Addendum 1* and agrees to the clarifications and additions to the *Demolition Bid Request* Document.

Name of Bidder: Delta Demolition, Inc.

Date: April 3, 2018 Phone 773-252-6370

Demolition Company: Delta Demolition, Inc.

Address: 6832 W. North Ave. Suite 1A Chicago, IL 60707-4429


Signature of Authorized Representative

The Village of Bartlett reserves the right to reject any or all bids or to waive technicalities and accept or reject any offer based on the determination of the Village's best interest.



BID DUE DATE
2:00 PM LOCAL TIME
APRIL 4, 2018

March 29, 2018

DEMOLITION BID REQUEST ADDENDUM 2

Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103

The following clarifications and additions to the *Demolition Bid Request* dated March 12, 2018 prepared by Deigan & Associates, LLC on behalf of the Village of Bartlett shall be incorporated in and considered part of the bid request document/contract. This Addendum 2 does **NOT** change the bid due date of **April 4, 2018**.

Clarifications and Additions:

Add the following in Section L, Scope of Work, Demolition

- i) Remove and dispose of all structures, foundations (*except the north foundation wall*), building slab, walls, roof, interior equipment, personal property, and other material from the site. *The north foundation wall shall be cut down to meet the north sidewalk grade, and shall be left in place to support the north sidewalk and utilities below the north sidewalk.* Remove and dispose concrete cistern from below shallow basement at rear of building. Remove and dispose parking bollards from the site.
- ii) Dewater excavation and cistern as needed during excavation/demolition activities. Contractor shall utilize vacuum truck for dewatering and disposal of water. Water from the excavation shall not be discharged onto the ground surface *beyond the Site property boundary* or into any storm sewers. *Water from the excavations or cistern may be incorporated into the Contractor's dust control program.*
- iii) Backfill all excavations with virgin CA-6 or clean recycled concrete CA-6. This work shall include foundation/basement excavations, cistern excavation, and bollard excavations from the demolition. *Recycled CA-6, if used, shall be from a commercially available source and shall contain no asphalt or rebar. Contractor shall be responsible for removal of imported material found to be unacceptable by the Owner's Representative.* Backfill shall be paid as part of the demolition lump sum basis. Quarry scale tickets shall be required for material verification. Excavations shall be backfilled and compacted in one-foot lifts to 90% modified Proctor density. Excavations shall be backfilled to meet elevation of surrounding property boundary grade.

Replace the following in **Section L, Scope of Work:**

The Building Owner will coordinate and bear all costs associated with the disconnection of water, electricity and natural gas. Contractor shall verify removal of utilities including electric, water, gas and other piping prior to demolition. ~~Contractor shall cut/cap water line at B box valve.~~ *Electricity, natural gas, water, and sewer have been disconnected by the Building Owner/Village of Bartlett.*

Response to Bidder's Written Questions:

1. Do you know what dollar value range this project falls under?

Response: No dollar value range has been established.

2. The RFP states that the bids may not be publicly opened. Will the results be published via email or other?

Response: Bid results will be available through the Village of Bartlett's Bids and RFPs section of the Village of Bartlett website at <http://www.village.bartlett.il.us/how-do-i-view/bids-and-rfps>

3. What are the dimensions of the interior cistern?

Response: The interior dimensions of the cistern are approximately 8 feet in diameter and 6 feet in depth.

4. Currently how deep is the water in the interior cistern?

Response: The depth of water in the cistern is approximately 4 feet.

5. Has the cistern water been tested for contaminants? If so, can we be provided with the test report?

Response: The water in the cistern has not been tested. Water may be incorporated into the Contractor's dust control program.

6. Has a geotechnical investigation been conducted? If so, can we be provide with the report?

Response: A geotechnical investigation report is not available.

7. What are the compaction requirements for the CA-6 aside from one-foot lifts (specific density requirements)?

Response: Compaction requirement is 90% modified Proctor density.

March 29, 2018
Demolition Bid Request Addendum 2

Contractor Acknowledgment of Addendum 2

The undersigned acknowledges receipt of *Demolition Bid Request Addendum 2* and agrees to the clarifications and additions to the *Demolition Bid Request* Document.

Name of Bidder: Delta Demolition, Inc.

Date: April 3, 2018 Phone 773-252-6370

Demolition Company: Delta Demolition, Inc.

Address: 6832 W. North Ave. Suite 1A Chicago, IL 60707-4429



Signature of Authorized Representative

The Village of Bartlett reserves the right to reject any or all bids or to waive technicalities and accept or reject any offer based on the determination of the Village's best interest.

Demolition Contract
117, 119 and 121 West Railroad Ave./201 South Oak Ave. Property
Village of Bartlett
228 S. Main St.
Bartlett, Illinois 60103

Contract Agreement/Signature Page

This agreement is between the Village of Bartlett, 228 Main St., Bartlett, Illinois 60103(OWNER) and Delta Demolition, Inc. 6832 W. North Ave., Suite 1A, Chicago. IL. 60707 (CONTRACTOR).

This agreement includes and incorporates by reference the following documents:

1. **OWNER's Bid/Contract Documents issued March 12, 2018 including Special Provisions, Exhibit I and Items (a) thru (d) on Page 3 of the Contract/Bid Documents.**
2. **Addendum 1 to Bid/Contract Documents Dated March 13, 2018.**
3. **Addendum 2 to Bid/Contract Documents Dated March 29, 2018.**
4. **CONTRACTOR's Bid Submittal of April 4, 2018. LUMP SUM \$39,000.00 US**
5. **Minutes of Village Board Authorization of April 17, 2018 and accompanying Village Board Resolution.**

Agreement is hereby executed by signature below this ____ day of April 2018.

Village of Bartlett

Delta Demolition, Inc.

Date: _____

Date: _____

Attest: _____

Attest: _____

Village Clerk

March 12, 2018
Instructions to Bidders/Invitation to Bid

P. Bid Offer

The undersigned agrees to perform all work as referenced for the Lump Sum Amount of:

LUMP SUM BID:

Thirty Seven Thousand and no/100-----Dollars (\$ 37,000.00)

Additional Work Alternate Bid Offer:

The undersigned agrees to perform additional alternate work if ordered by the Owner as referenced for the Lump Sum Amount of:

ADDITIONAL WORK ALTERNATE LUMP SUM BID:

Two Thousand and no/100 ----- Dollars (\$ 2,000.00)
Removal and off-site recycling of parking lot pavement

Contractor Bid is irrevocable for a period of 90 days.

Contractor Acknowledgment of Bid Amount

Name of Bidder: Delta Demolition, Inc.

Date: April 3, 2018 Phone 773-252-6370

Demolition Company: Delta Demolition, Inc.

Address: 6832 W. North Ave. Suite 1A Chicago, IL 60707-4429


Signature of Authorized Representative

The Village of Bartlett reserves the right to reject any or all bids or to waive technicalities and accept or reject any offer based on the determination of the Village's best interest.

Enclosures:

- Special Provisions
- Exhibit I: Village of Bartlett Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements.
- Plat of Survey of the Site dated May 4, 1988
- Demolition Bid Request Photographs

Village of Bartlett
121 Railroad Ave. Demolition Bid

Plan of Work and Schedule	
Service	Timeframe
Mobilization	1/2 day
Demolition & Haul-off	2 days
Concrete Removal	2 days
Backfill	2 days
Demobilization	1/2 day

7 days

List of Submittal Documents Provided on Project Completion

- 1) Documents from Recycling / Disposal Destination indicating type of debris and amount recycled.
- 2) Certified Payrolls.
- 3) Application for Final Payment.
- 4) Final Waiver of Lien.
- 5) Other documents as requested by the Village of Bartlett or Owner's Representative.



HUB International Limited

832 Niagara Avenue
Sheboygan, WI 53081
P: (920) 457-7781
F: (920) 451-8248
www.hubinternational.com

February 14, 2018

Delta Demolition Inc
6832 W. North Avenue, Suite 1A
Chicago, IL 60707-4429

RE: Listings of AM Best Ratings

Below is a list of the carriers and the AM Best Ratings for each policy.

General Liability – Hallmark Specialty Insurance Company – A- (Excellent)
Excess Liability – Rockhill Insurance – A- (Excellent)
Pollution – Mt. Hawley Insurance Company – A+ (Superior)
Workers Compensation, Auto, Property & Inland Marine – Hastings Mutual Insurance – A (Excellent)
Excess Umbrella – Hallmark Specialty Insurance – A- (Excellent)

Please let me know if you need anything else.

Sincerely,

Kim Llanas

Kim Llanas
Account Manager



DELTDEM-01

KLLANAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 100290819 Sheboygan, WI HUB International Midwest Limited 832 Niagara Avenue Sheboygan, WI 53081	CONTACT NAME: Kim Llanas PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Delta Demolition Inc 6832 W North Avenue, Ste. 1A Chicago, IL 60707	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hallmark Specialty Insurance Company	NAIC # 26808
	INSURER B: Hastings Mutual Insurance Company	NAIC # 14176
	INSURER C: Rockhill Insurance	NAIC # 28053
	INSURER D: Mt. Hawley Insurance Company	NAIC # 37974
	INSURER E: INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER		77GLO17DEFD	10/04/2017	10/04/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ACV9966064	10/04/2017	10/04/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 0		FF01816801	10/04/2017	10/04/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC9966065	10/04/2017	10/04/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution		EGL0005180	10/04/2017	10/04/2018	Limit \$ 1,000,000
D	Liability		EGL0005180	10/04/2017	10/04/2018	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 SAMPLE

Job: 121 Railroad Ave. Demolition Bid; Former Restaurant/Bar Commercial Building with Residential Apartment; 1174, 119 and 121 West Railroad Avenue/201 South Oak Avenue, Bartlett, Cook County, IL 60103

Village of Bartlett including its President and Board of Trustees, Engineer, officers, officials, employees, volunteers, agents, independent contractors, consultants while working on behalf of the Owner are recognized as Additional Insureds on a primary and non-contributory basis with respect to the General
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER**CANCELLATION**

Village of Bartlett/SAMPLE
 Attn: Village Clerk/121 Railroad Ave. Demolition Bid
 228 S. Main Street
 Bartlett, IL 60103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Maguire



ADDITIONAL REMARKS SCHEDULE

AGENCY Sheboygan, WI HUB International Midwest Limited		License # 100290819	NAMED INSURED Delta Demolition Inc 6832 W North Avenue, Ste. 1A Chicago, IL 60707
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Liability policy per form CG2026 (7/04), HG0028 (7/12), Automobile policy per form PD0193 (4/10) and Pollution Liability policy per form EGL324 (06/09). Waiver of subrogation is provided on the Workers' Compensation coverage per form WC000313 (4/84) in favor of the Additional Insureds. 30-day notice of cancellation applies. Forms attached.

Excess Umbrella Liability Policy

Insurer: Hallmark Specialty

Policy No.: 77HX178E83

10/04/2017 to 10/04/2018

Each Occurrence - \$5,000,000

Aggregate - \$5,000,000

Retention - \$0

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)
City of Chicago Department of Buildings 121 N. LaSalle Street Chicago, IL 60602
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of you ongoing operations; or
- B. In connection with your premises owned by or rented by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – ONGOING OPERATIONS**
(With Primary and Waiver of Transfer of Rights of
Recovery)

This endorsement modifies insurance provided under the following Coverage Part:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
Any person or organization that is an owner of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional Insured is required by a written contract or written agreement that is an "insured contract", and provided that the "bodily injury", "property damage" or "personal & advertising injury" first occurs subsequent to the execution of the contract or agreement	All locations otherwise covered by this Insurance
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who is An Insured is amended to include as an additional insured the person(s) or organizations(s) shown in the Schedule, but only with respect to liability of "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operation has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

- C. With respect to the insurance afforded to these additional insureds the following may apply:**

1. If required by written contract or written agreement that is an "insured contract" and provided that the "bodily injury", "property damage" or "personal & advertising injury" first occurs subsequent to the execution of the contract or agreement such insurance is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to named insured and shall not contribute to it.

2. If required by written contract or written agreement that is an "insured contract" and provided that the "bodily injury", "property damage" or "personal & advertising injury" first occurs subsequent to the execution of the contract or agreement, we waive any right or recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your on-going operations" done under a contract with person or organization.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL LIABILITY PACKAGE POLICY
CONTRACTORS POLLUTION LIABILITY POLICY**

SECTION II – WHO IS AN INSURED is amended to include as (an) additional insured(s), person(s) or organization(s) shown in the Schedule, but only with respect to liability caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

SCHEDULE

Name of Person or Organization

Those persons or organizations who you are required to add as additional insured on this policy under a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

STANDARD WORKERS COMPENSATION

N 03

POLICY NUMBER	POLICY PERIOD		AGENCY	P
WC 9966065	FROM 10/04/17	TO 10/04/18	0008013	00
NAMED INSURED AND ADDRESS			AGENCY	ACCT#639966063
ITEM 1. DELTA DEMOLITION INC 6832 W NORTH AVE STE 1A CHICAGO IL 60707			TEL. NO. 920-457-7781 MARITIME INSURANCE GROUP INC 832 NIAGARA AVE SHEBOYGAN WI 53081	
INSURED SINCE: 10/2015			THIS POLICY IS BILLED BY THE COMPANY	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
WC 00 03 13 (ED. 04-84)

COPYRIGHT 1983 NATIONAL COUNCIL ON COMPENSATION INSURANCE

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE. (THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.)

THIS AGREEMENT SHALL NOT OPERATE DIRECTLY OR INDIRECTLY TO BENEFIT ANY ONE NOT NAMED IN THE SCHEDULE

SCHEDULE

BLANKET WAIVER FOR
WORK PERFORMED UNDER CONTRACT
REQUIRING THIS AGREEMENT



BID DUE DATE
2:00 PM LOCAL TIME
APRIL 4, 2018

March 13, 2018

DEMOLITION BID REQUEST ADDENDUM 1

Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103

The following clarifications and additions to the *Demolition Bid Request* dated March 12, 2018 prepared by Deigan & Associates, LLC on behalf of the Village of Bartlett shall be incorporated in and considered part of the bid request document/contract. This Addendum 1 does NOT change the bid due date of **April 4, 2018**.

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- ~~2. **Illinois Prevailing Wage & Certified Payroll required.** This is a public works project and subject to Cook County Prevailing Wage which may be found at <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>.~~
2. **Illinois Prevailing Wage & Certified Payroll required.** This is a public works project and subject to the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) for Cook County, the county in which the Project work will be performed ("Prevailing Wages"). Prevailing Wages for Cook County may be found at <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>. All laborers, workers and mechanics employed by the Contractor and/or by any subcontractors performing any Project work shall be paid Prevailing Wages, and it shall be a condition precedent to payment due hereunder that Certified Payroll evidencing compliance with said Act be submitted with each request.

Replace the following in Special Provisions Section 9, **Payment and Performance Bond**:

- ~~9. **Payment and Performance Bond** The successful Contractor, simultaneously with the execution of the contract, will be required to furnish a Payment and Performance Bond in an amount equal to one hundred percent (100%) of the total contract amount in the form contained in the proposal documents. The bond shall be secured by a certified check, letter of credit, bank draft, bank cashier's check or surety licensed to do business in the State of Illinois and made payable to the Village of Bartlett.~~

9. **Payment and Performance Bond** The successful Contractor, simultaneously with the execution of the contract, will be required to furnish a Payment and Performance Bond in an amount equal to one hundred percent (100%) of the total contract amount in the form contained in the proposal documents to guaranty Contractor's performance of its obligations under the Contract Documents, completion of the Project, and the payment of all labor and materials furnished for the Project work, including, without limitation, payment of Prevailing Wages. The bond shall be secured by a certified check, letter of credit, bank draft, bank cashier's check or surety licensed to do business in the State of Illinois with a financial strength rating ("FSR") of not less than "A-" by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, and made payable to the Village of Bartlett.

Replace the following in Special Provisions Section 10, **Payment**, Paragraph (1):

~~(1) The Contractor may submit to the Village applications for partial payment for work performed and materials incorporated in the work. Such applications shall be accompanied by waivers of liens or the equivalent from suppliers of work or materials stating that such work or materials have been paid for by the Contractor. By submitting an application for payment, the Contractor warrants that all employees, subcontractors, and materialmen have been paid to date for the labor and materials contained in the application. Only one application for partial payment may be submitted in any thirty (30) day period.~~

(1) The Contractor may submit to the Village applications for partial payment for work performed and materials incorporated in the work. Such applications shall be accompanied by (a) a general contractor's sworn statement; (b) current partial waivers of liens from the Contractor and all suppliers of work or materials stating that such work or materials have been paid for by the Contractor; (c) certified payroll from the Contractor and all subcontractors that furnished labor on the Project covering all pay outs in strict accordance with the Prevailing Wage Act (820 ILCS 130/1, *et seq.*) using forms furnished by the Illinois Department of Labor ("Certified Payroll"). By submitting an application for payment, the Contractor warrants that all employees, subcontractors, and materialmen have been paid to date for the labor and materials contained in the application. Only one application for partial payment may be submitted in any thirty (30) day period.

Replace the following in Special Provisions Section 10, **Payment**, Paragraph (3):

~~_____ (3) After final inspections by the Village, the Contractor shall prepare its application for final payment and submit it to the Village for its approval. The application for final payment shall contain the total cost of the work as set forth in the proposal less all previous payments to the Contractor and be adjusted by the cost of all authorized change orders. Such application shall have attached thereto final lien waivers or the equivalent for all labor and materials incorporated into the work from all persons having supplied labor and materials under this Contract. The Village shall pay to the Contractor, not later than forty-five (45) days after such application is made, the amount which the Village finds to be due and owing less deductions authorized by the Contract.~~

(3) After final inspections by the Village, the Contractor shall prepare its application for final payment and submit it to the Village for its approval. The application for final payment shall contain the total cost of the work as set forth in the proposal less all previous payments to the Contractor and be adjusted by the cost of all authorized change orders. Such application shall have attached thereto (a) a general contractor's sworn statement; (b) final lien waivers for all labor and materials incorporated into the work from the Contractor and from all persons having supplied labor and materials under this Contract; (c) Certified Payroll; and (d) consent of the surety that issued the Performance and Payment Bond in the event the bonds furnished pursuant to paragraph 10 are co-signed by a surety. The Village shall pay to the Contractor, not later than forty-five (45) days after such application is made, the amount which the Village finds to be due and owing less deductions authorized by the Contract.

Contractor Acknowledgment of Addendum 1

The undersigned acknowledges receipt of *Demolition Bid Request Addendum 1* and agrees to the clarifications and additions to the *Demolition Bid Request* Document.

Name of Bidder: Delta Demolition, Inc.

Date: April 3, 2018 Phone 773-252-6370

Demolition Company: Delta Demolition, Inc.

Address: 6832 W. North Ave. Suite 1A Chicago, IL 60707-4429



Signature of Authorized Representative

The Village of Bartlett reserves the right to reject any or all bids or to waive technicalities and accept or reject any offer based on the determination of the Village's best interest.



BID DUE DATE
2:00 PM LOCAL TIME
APRIL 4, 2018

March 29, 2018

DEMOLITION BID REQUEST ADDENDUM 2

Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103

The following clarifications and additions to the *Demolition Bid Request* dated March 12, 2018 prepared by Deigan & Associates, LLC on behalf of the Village of Bartlett shall be incorporated in and considered part of the bid request document/contract. This Addendum 2 does **NOT** change the bid due date of **April 4, 2018**.

Clarifications and Additions:

Add the following in **Section L, Scope of Work, Demolition**

- i) Remove and dispose of all structures, foundations (*except the north foundation wall*), building slab, walls, roof, interior equipment, personal property, and other material from the site. *The north foundation wall shall be cut down to meet the north sidewalk grade, and shall be left in place to support the north sidewalk and utilities below the north sidewalk.* Remove and dispose concrete cistern from below shallow basement at rear of building. Remove and dispose parking bollards from the site.
- ii) Dewater excavation and cistern as needed during excavation/demolition activities. Contractor shall utilize vacuum truck for dewatering and disposal of water. Water from the excavation shall not be discharged onto the ground surface *beyond the Site property boundary* or into any storm sewers. *Water from the excavations or cistern may be incorporated into the Contractor's dust control program.*
- iii) Backfill all excavations with virgin CA-6 or clean recycled concrete CA-6. This work shall include foundation/basement excavations, cistern excavation, and bollard excavations from the demolition. *Recycled CA-6, if used, shall be from a commercially available source and shall contain no asphalt or rebar. Contractor shall be responsible for removal of imported material found to be unacceptable by the Owner's Representative.* Backfill shall be paid as part of the demolition lump sum basis. Quarry scale tickets shall be required for material verification. Excavations shall be backfilled and compacted in one-foot lifts to 90% modified Proctor density. Excavations shall be backfilled to meet elevation of surrounding property boundary grade.

Replace the following in Section L, Scope of Work:

The Building Owner will coordinate and bear all costs associated with the disconnection of water, electricity and natural gas. Contractor shall verify removal of utilities including electric, water, gas and other piping prior to demolition. ~~Contractor shall cut/cap water line at B-box valve.~~ *Electricity, natural gas, water, and sewer have been disconnected by the Building Owner/Village of Bartlett.*

Response to Bidder's Written Questions:

1. Do you know what dollar value range this project falls under?

Response: No dollar value range has been established.

2. The RFP states that the bids may not be publicly opened. Will the results be published via email or other?

Response: Bid results will be available through the Village of Bartlett's Bids and RFPs section of the Village of Bartlett website at <http://www.village.bartlett.il.us/how-do-i-view/bids-and-rfps>

3. What are the dimensions of the interior cistern?

Response: The interior dimensions of the cistern are approximately 8 feet in diameter and 6 feet in depth.

4. Currently how deep is the water in the interior cistern?

Response: The depth of water in the cistern is approximately 4 feet.

5. Has the cistern water been tested for contaminants? If so, can we be provided with the test report?

Response: The water in the cistern has not been tested. Water may be incorporated into the Contractor's dust control program.

6. Has a geotechnical investigation been conducted? If so, can we be provide with the report?

Response: A geotechnical investigation report is not available.

7. What are the compaction requirements for the CA-6 aside from one-foot lifts (specific density requirements)?

Response: Compaction requirement is 90% modified Proctor density.

March 29, 2018
Demolition Bid Request Addendum 2

Contractor Acknowledgment of Addendum 2

The undersigned acknowledges receipt of *Demolition Bid Request Addendum 2* and agrees to the clarifications and additions to the *Demolition Bid Request* Document.

Name of Bidder: Delta Demolition, Inc.

Date: April 3, 2018 Phone 773-252-6370

Demolition Company: Delta Demolition, Inc.

Address: 6832 W. North Ave. Suite 1A Chicago, IL 60707-4429



Signature of Authorized Representative

The Village of Bartlett reserves the right to reject any or all bids or to waive technicalities and accept or reject any offer based on the determination of the Village's best interest.



**BID DUE DATE
2:00 PM LOCAL TIME
APRIL 4, 2018**

March 12, 2018

DEMOLITION BID REQUEST

**Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103**

**Bidders may inspect the property at your own risk prior to bidding.
at 10:00 AM on March 28, 2018
Contractors shall meet at the Demolition Site for the mandatory pre-bid inspection.**

The bidder shall use the following forms and instructions in preparing and submitting a bid for this Village of Bartlett Solicitation.

A. Project Name/Site Location:

Former Restaurant/Bar Commercial Building with Residential Apartment
117, 119, and 121 West Railroad Avenue/201 South Oak Avenue
Bartlett, Cook County, Illinois

B. Village's Environmental Consultant: (Owner's Coordinator)

Mr. Gary Deigan
Mr. Sean McLellan
Deigan & Associates, LLC
28835 N. Herky Dr., Unit 120
Lake Bluff, IL. 60044
847-578-5000 Fax 847-549-3242
email: smclellan@deiganassociates.com

C. Site Investigation

By submitting a bid, the Contractor have investigated and satisfied themselves as to the conditions affecting the work. These conditions include but are not limited to: physical conditions or operations of the site that may bear upon site access, handling and storage of tools and materials, access to water, electric, or other utilities, or other considerations which may affect performance of required activities. Any failure by the Contractor to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Building Owner is not responsible for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Building Owner.

D. Regulatory Requirements

The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these bid documents exists, the most stringent requirements shall be utilized. Reference Appendix A for additional regulatory information.

E. Insurance Requirements

The Contractor shall purchase and maintain insurance that will protect him from claims that may arise out of or result from his activities under this Contract, whether those activities are performed by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Contractor shall state its minimum insurance coverage in its bid submittal. Additional indemnification and insurance requirements are included as **Exhibit I**.

F. Offer

Pursuant to the Invitation to Bid, the undersigned offers to furnish all labor, materials and services necessary to complete the project of the Owner in strict accordance with all applicable laws and other Contract Documents describing said project for the sum(s) set forth in Section P below.

In the event that the Owner accepts this bid, the undersigned agrees to furnish all insurance required by the Contract Documents, to enter into and execute an agreement with the Owner containing all the terms, conditions, specifications and other provisions set forth in the Contract Documents, and to accomplish and complete the work in accordance with the Contract Documents.

Illinois Prevailing Wage & Certified Payroll required. This is a public works project and subject to Cook County Prevailing Wage which may be found at <https://www.illinois.gov/idol/Pages/default.aspx>.

G. Description of Work

In addition to completion of this form, contractor shall provide:

- **A plan of work and schedule for all removal and disposal activities based upon field verified site conditions and quantities;**
- **A list of submittal documents that will be provided upon project completion; and**

- **Insurance information including carrier, policy type, rating, and limits of coverage**

The Contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work in accordance with all applicable Federal, State, and Local regulations.

H. Non-Collusion Affidavit

The undersigned bidder or agent, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone for this project nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

As required by the Criminal Code, 720 ILCS 5/33E-11, Contractor certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the Criminal Code.

He further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift commission or thing of value on account of such sale.

I. Acknowledgements

The undersigned hereby acknowledges receipt of the following along with this bid document.

- a. Special Provisions
- b. Exhibit I: Village of Bartlett Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements.
- c. Plat of Survey of the Site dated May 4, 1988
- d. Demolition Bid Request Photographs

J. Bid Due Dates & Submittal Location

All Bids shall be received by the Village of Bartlett on or before **2PM local time on Wednesday, April 4, 2018**. Sealed bids shall be clearly marked on the outer envelope with "**121 Railroad Ave. Demolition Bid**" and be addressed to:

**Village of Bartlett
Attn: Village Clerk / 121 Railroad Ave. Demolition Bid
228 S. Main Street
Bartlett, Illinois 60103**

Bids may not be publicly opened.

K. Project Schedule & Sequence of Work

The project is to be performed/completed in the following sequence/schedule:

All asbestos containing material (ACM) will be removed by others under a separate contract prior to demolition. An ACM Abatement contractor will remove ACM by approximately May 16, 2018. The Demolition Contractor shall commence work after receipt of Notice to Proceed (NTP) and completion of asbestos abatement. Work shall be completed within 60 days after completion of asbestos abatement. Work not completed by these dates will be subject to a stipulated penalty of \$300 per calendar day. Work completion is defined as demolition completed, debris removed, site graded, and equipment demobilized.

L. Scope of Work

The contractor shall complete the following scope of work in accordance with applicable, local, state, and federal regulations. Scope of work shall include all areas listed below. The contractor, prior to furnishing bids shall determine exact locations and quantities. Contractors are responsible for actual quantities present at the facility even if not identified on documents provided to Contractor. This is a LUMP SUM payment for demolition of the structure on the property.

Demolition

- i) Remove and dispose of all structures, foundations, building slab, walls, roof, interior equipment, personal property, and other material from the site. Remove and dispose concrete cistern from below shallow basement at rear of building. Remove and dispose parking bollards from the site.
- ii) Dewater excavation and cistern as needed during excavation/demolition activities. Contractor shall utilize vacuum truck for dewatering and disposal of water. Water from the excavation shall not be discharged onto the ground surface or into any storm sewers.
- iii) Backfill all excavations with virgin CA-6. This work shall include foundation/basement excavations, cistern excavation, and bollard excavations

from the demolition. Backfill shall be paid as part of the demolition lump sum basis. Quarry scale tickets shall be required for material verification. Excavations shall be backfilled and compacted in one-foot lifts. Excavations shall be backfilled to meet elevation of surrounding property boundary grade.

Additional Work Alternate

The contractor shall complete the following alternate additional scope of work only if ordered by the Building Owner. This is an ADDITIONAL LUMP SUM payment for demolition of the parking lot pavement on the property.

- i) Remove and dispose of all pavement, asphalt and/or concrete parking lot at the property. This does NOT include the brick and concrete sidewalks on the north and west side of the property. These sidewalks must be protected and will remain intact. Contractor shall be responsible for repair to damage to adjacent sidewalks, alley, roadways, and neighboring properties caused by Contractors equipment and/or actions. Contractor shall saw-cut pavement/asphalt to be removed where it meets adjoining properties/roadways.

Disposal of debris or surplus

- i) The contractor shall comply with 35 Ill. Adm. Code 1100.
- ii) Offsite removal of all demolition debris on site, including miscellaneous materials located inside the structures.
- iii) All masonry, steel, and other building materials on site associated with the building, shall be removed in its entirety.
- iv) All fees associated with the removal and disposal of the demolition debris shall be included in said proposal.
- v) Any hazardous, special, universal wastes generated by demolition shall be managed by Contractor and disposed per Federal, State, local regulations.
- vi) Salvage value of recyclable materials shall become property of Contractor.

The Building Owner will coordinate and bear all costs associated with the disconnection of water, electricity and natural gas. Contractor shall verify removal of utilities including electric, water, gas and other piping prior to demolition. Contractor shall cut/cap water line at B-box valve.

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- i) The contractor shall comply with the Illinois Underground Utility Facility Damage Prevention Act.

N. Site Protection

- i) Contractor shall be responsible for site safety and security. Temporary fence shall be by others. Maintenance of fence shall be the responsibility of the demolition contractor until completion of job and demobilization. Contractor shall be responsible for damage to fence caused by contractor's actions.
- ii) Any street and sidewalk closures shall be coordinated with the Environmental Consultant/Owner's Coordinator. Contractor shall be responsible for repair to damage to adjacent sidewalks, alley, roadways, street lights, signage, and neighboring properties caused by Contractors equipment and/or actions.
- iii) Any street and sidewalk closures shall be signed and barricaded in accordance with:
 - (a) Manual of Uniform Traffic Control Devices, and
 - (b) Illinois Department of Transportation Standards - 701801-05 Sidewalk, Corner or Crosswalk Closure.

O. Questions and Clarifications

Written questions will be accepted until 9:00 am on March 29, 2018 to smclellan@deiganassociates.com. Questions will be answered in the form of an addendum issued to all bidders.

March 12, 2018
Instructions to Bidders/Invitation to Bid

P. Bid Offer

The undersigned agrees to perform all work as referenced for the Lump Sum Amount of:

LUMP SUM BID:

_____ Dollars (\$ _____)

Additional Work Alternate Bid Offer:

The undersigned agrees to perform additional alternate work if ordered by the Owner as referenced for the Lump Sum Amount of:

ADDITIONAL WORK ALTERNATE LUMP SUM BID:

_____ Dollars (\$ _____)

Removal and off-site recycling of parking lot pavement

Contractor Bid is irrevocable for a period of 90 days.

Contractor Acknowledgment of Bid Amount

Name of Bidder: _____

Date: _____ Phone _____

Demolition Company: _____

Address: _____

Signature of Authorized Representative

The Village of Bartlett reserves the right to reject any or all bids or to waive technicalities and accept or reject any offer based on the determination of the Village's best interest.

Enclosures:

- Special Provisions
- Exhibit I: Village of Bartlett Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements.
- Plat of Survey of the Site dated May 4, 1988
- Demolition Bid Request Photographs

APPENDIX A

Applicable Standards and Guidelines Specific Requirements include, but are not limited to:

- Title 29 Code of Federal Regulations Section
1910.134 - General Industry Standard for Respiratory Protection.
- Title 29 Code of Federal Regulations Section 1926
Construction Industry.
- Title 29 Code of Federal Regulations Section 1910.2
Access to Employee Exposure and Medical Records.
- Title 29 Code of Federal Regulations Section 1910.1200
Hazard Communication
- U.S. Department of Transportation (DOT)
Title 49 Code of Federal Regulations Parts 171 and 172,
Hazardous Substances: Final Rule.
- U.S. Occupational Safety and Health Administration (OSHA)
Title 29 Code of Federal Regulations

Village of Bartlett
117, 119, and 121 West Railroad Avenue/201 South Oak Avenue Demolition

Special Provisions

1. **Definitions:** Owner or Building Owner — refers to Village of Bartlett. Environmental Manager (EM) or Owner’s Representative refers to Deigan & Associates, LLC as specialized representative of Owner. Contractor refers to the entity that performs work under this Contract.
2. **Illinois Prevailing Wage & Certified Payroll required.** This is a public works project and subject to Cook County Prevailing Wage which may be found at <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>.
3. **Schedule of Completion, Sequence/Start Dates and Stipulated Penalties**—All asbestos containing material (ACM) will be removed prior to demolition by an ACM Abatement contractor by approximately May 16, 2018. The Demolition Contractor shall commence work after completion of asbestos abatement. Work shall be completed within 60 days after completion of asbestos abatement. Work not completed by these dates will be subject to a stipulated penalty of \$300 per calendar day. Work completion is defined as demolition completed, debris removed, site graded, and equipment demobilized.
4. **Contractor Parking** is only allowed in designated parking on the property. Contractor shall not impede traffic in any way on the public Right-of-Way.
5. **Protection of property**—. Contractor work areas shall be limited to the Property Boundary and approved sidewalk closures. Contractor access beyond these work area limits will be subject to EM review and approval. Brick and concrete sidewalks on the north and west side of the property must be protected and remain intact. Trees, street lights, traffic lights, street signs shall be protected. Contractor shall be responsible for repair to damage to adjacent sidewalks, alley, roadways, and neighboring properties caused by Contractors equipment and/or actions.
6. **Personal Property Relocation** - Any personal property or building property present in the Contractor work zones shall be relocated or disposed by the Contractor, subject to Owner and EM review/approval.
7. **Management of universal wastes** (mercury lamps, batteries, switches) and hazardous substances or special wastes (PCB ballasts, transformers, etc.) that may be encountered in

Date: March 12, 2018

Rev: 0

the Contract work shall be lawfully managed for recycling and/or disposal. These materials shall be properly manifested to the treatment, recycling, and/or disposal destination. All shipments/manifests shall be reviewed by the EM at least 24 hours prior to departure from the project.

8. **Bid Bond** Contractors shall submit with each bid a bid bond reflecting TEN PERCENT (10%) of the total base proposal amount in the form contained in the proposal documents. The bond shall be secured by a certified check, letter of credit, bank draft, bank cashier's check or surety licensed to do business in the State of Illinois. The bond shall be payable without condition to the Village of Bartlett for the same amount. Proposal security deposited by the successful Contractor shall be retained or drawn on as liquidated damages in the event that Contractor fails to deliver fully executed contract documents, performance security, or certificates of insurance to the Village within fourteen (14) calendar days from the date the Village sends the Notice of Award to that Contractor. By submission of the proposal, the Contractor agrees that the full amount of the proposal bond represents reasonable liquidated damages.
9. **Payment and Performance Bond** The successful Contractor, simultaneously with the execution of the contract, will be required to furnish a Payment and Performance Bond in an amount equal to one hundred percent (100%) of the total contract amount in the form contained in the proposal documents. The bond shall be secured by a certified check, letter of credit, bank draft, bank cashier's check or surety licensed to do business in the State of Illinois and made payable to the Village of Bartlett.

10. Payment

(1) The Contractor may submit to the Village applications for partial payment for work performed and materials incorporated in the work. Such applications shall be accompanied by waivers of liens or the equivalent from suppliers of work or materials stating that such work or materials have been paid for by the Contractor. By submitting an application for payment, the Contractor warrants that all employees, subcontractors, and materialmen have been paid to date for the labor and materials contained in the application. Only one application for partial payment may be submitted in any thirty (30) day period.

(2) Not later than forty five (45) days following the submission of the application for payment, the Village shall pay the Contractor for the amount of the work contained in the application which has been found by the Village to have been actually performed less ten percent (10%) of such amount which shall be retained until final payment less other deductions authorized to be retained by other sections of the Contract.

Date: March 12, 2018

Rev: 0

(3) After final inspections by the Village, the Contractor shall prepare its application for final payment and submit it to the Village for its approval. The application for final payment shall contain the total cost of the work as set forth in the proposal less all previous payments to the Contractor and be adjusted by the cost of all authorized change orders. Such application shall have attached thereto final lien waivers or the equivalent for all labor and materials incorporated into the work from all persons having supplied labor and materials under this Contract. The Village shall pay to the Contractor, not later than forty-five (45) days after such application is made, the amount which the Village finds to be due and owing less deductions authorized by the Contract.

11. Types and Limits of Insurance.

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. Village of Bartlett Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements are located in Exhibit I.

EXHIBIT I

Village of Bartlett Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements.

The Contractor shall:

1. Comply with All Applicable Laws

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Worker's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, FEPC or FEOC statutory provisions and rules and regulations and the Rehabilitation Act of 1973, as amended.

2. Indemnify The Village of Bartlett

The Contractor shall protect, indemnify, hold and save harmless and defend the Owner, its President and Board of Trustees, and its officers, officials, employees, volunteers, agents, independent contractors, consultants while working on behalf of the Owner, and the Village Engineer against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason for any lawsuit or claim for damages or compensation arising in favor of any person, including the employers or officers or independent contractors or subcontractors of the Contractor or Owner, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the Contractor or subcontractors, or any of their respective officers, agents or employees, whether such loss, damage, injury or ability is contributed to by the negligence of the Owner, its officers, officials, employees, volunteers, agents, independent contractors, consultants while working on behalf of the Owner, and the Village Engineer, or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the Contractor shall have no liability for damages or the cost incident thereto caused by the sole negligence of the Owner.

3. Provide Insurance

A. General

The Contractor shall procure and maintain for the duration of, and specifically for this Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's overhead, rates and markups and shall not be compensated on a separate basis.

The Contractor shall, WITHIN 15 DAYS of execution of his Contract and at least 15 days before commencement of any site work, file with the Owner, a certificate of insurance in the form set forth herein, and copies of the policies covering all his insurance as required herein, and the policy or policies of insurance covering said Owner, the Engineer and their partners, officers, agents and employees. Each such policy and certificate shall be satisfactory to the Owner and shall bear an endorsement precluding cancellation, reduction, or change in coverage without giving the Owner at least thirty (30) days prior notice thereof in writing. Nothing that is contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

B. Minimum Scope of Insurance

Coverage shall be at least as broad as and comply with the following:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" for CG 0001 1185) or Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability or the most recent revision.

Please note Endorsement CG 2134 1188, CG 2139 1188 or other such endorsement or policy provision which limits contractual liability shall be deleted in its entirety.

2. Insurance Service Office Business Auto Coverage form number CA 0001 0187 covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
3. Workers' Compensation insurance as required by statute and Employers Liability insurance.
4. An Owners and Contractors Protective Liability Coverage will not be required on this PROJECT. However, the contractor's Comprehensive General Liability Insurance shall name the Owner, the Engineer and each of their respective partners, officers, agents, and employees as "added insureds". Language covering the "added insureds" shall be as follows:

The Village of Bartlett, its President and Board of Trustees, and its officers, officials, employees, volunteers, agents, independent contractors, consultants while working on behalf of the Owner.

5. Contractor Pollution Liability Insurance.

C. Minimum Limits of Insurance

Contractor shall maintain limits no less than those limits stated below:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit

shall apply separately to this project using endorsement CG 25 03 11 85 or general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including coverages for owned, hired or non-owned vehicles, as applicable.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by statute and Employers Liability limits of \$500,000 per accident and \$500,000 per disease.
4. Commercial Comprehensive Catastrophe Umbrella Policy: The General Contractor only must provide this coverage at a minimum of \$2,000,000 per occurrence on the umbrella form. Excess limit policies are not acceptable.
5. Contractor's Pollution Liability Coverage: \$1,000,000 per claim, \$1,000,000 aggregate.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

E. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions, unless modified by Supplemental Provisions in Section 00400:

1. General Liability and Automobile Liability Coverages.
 - (a) The Village, its officers, officials, employees, volunteers and Engineer are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, volunteers, agents or Engineer. Specific language to be used on the certificate of insurance shall be as follows:

"The Village of Bartlett, its President and Board of Trustees, and its officers, officials, employees, volunteers, agents, independent contractors, consultants while working on behalf of the Owner.
 - (b) The Contractor's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, volunteers, agents or Engineer. Any

insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers, agents or Engineer shall be excess of the Contractor's insurance and shall not contribute with it.

c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, officials, employees, volunteers, agents or Engineer.

(d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, employees, volunteers, agents and Engineer for losses arising from work performed by the Contractor for the Village.

3. All Coverages.

Each insurance policy required by this clause shall not be suspended, voided, canceled by either party, reduced in coverage or in limit except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Village.

4. Certificate of Insurance Cancellation Provision

If the insurance is written on the Comprehensive General Liability Policy Form, the certificate shall be ACORD 25 Certificate of Insurance. If the insurance is written on the Commercial General Liability Form, the certificate shall be ACORD 25S Certificate of Insurance. The cancellation provision for either the ACORD 25 OR ACORD 25S form shall read as follows:

“Should any of the above described policies be canceled, suspended, voided or the types or amounts of coverage be modified before the expiration date thereof, the issuing company shall have mailed thirty (30) days prior written notice to the certificate holder named to the left, certified mail return receipt requested”

F. Acceptability of Insurers.

Insurance is to be placed with insurers with a **policy holder rating of no less than A-** and a **financial rating of no less than VII in the latest edition of the A. M. Best Insurance Guide from insurance companies licensed to do business in the State of Illinois.** Each Contractor shall list the names of the insurance company or companies that will be providing such insurance, and the A. M. Best's rating thereof, on the Bid Proposal form. Failure to list the Contractor's insurance company, or companies, shall render the bid non-responsive. In the event any of the Contractor's insurance carriers do not meet the minimum standards set forth in this Section, or the minimum amounts and types of coverage required, the Contractor

may in the alternative, provide an Owner and Contractor Protective ("OCP") policy if it provides equal or greater coverage meeting said minimum standards, provided the Contractor states in its Bid Proposal form that it will be providing an OCP policy and list the name of the company and the A. M. Best's rating thereof.

G. Verification of Coverage.

Contractor shall furnish the Engineer for transmittal to the Owner with certificates of insurance and certified copies of all insurance policies with the original endorsements and policies for the above coverages. The certificates, policies and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates, policies and endorsements are to be received and approved by the Owner before work commences

H. Subcontractors

The Contractor shall include all his subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.

4. Furnish Affidavits or Certificates

The Contractor shall furnish any affidavit or certificate in connection with the work covered by this agreement as provided by law.

5. Control of Performing Work

The Contractor shall have full control of the ways and means of performing the work referred to above and that the Contractor or his/its employees, representatives or subcontractors are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the contractor and any party employed by the Contractor bears the relationship of an independent contractor.

PLAT OF SURVEY

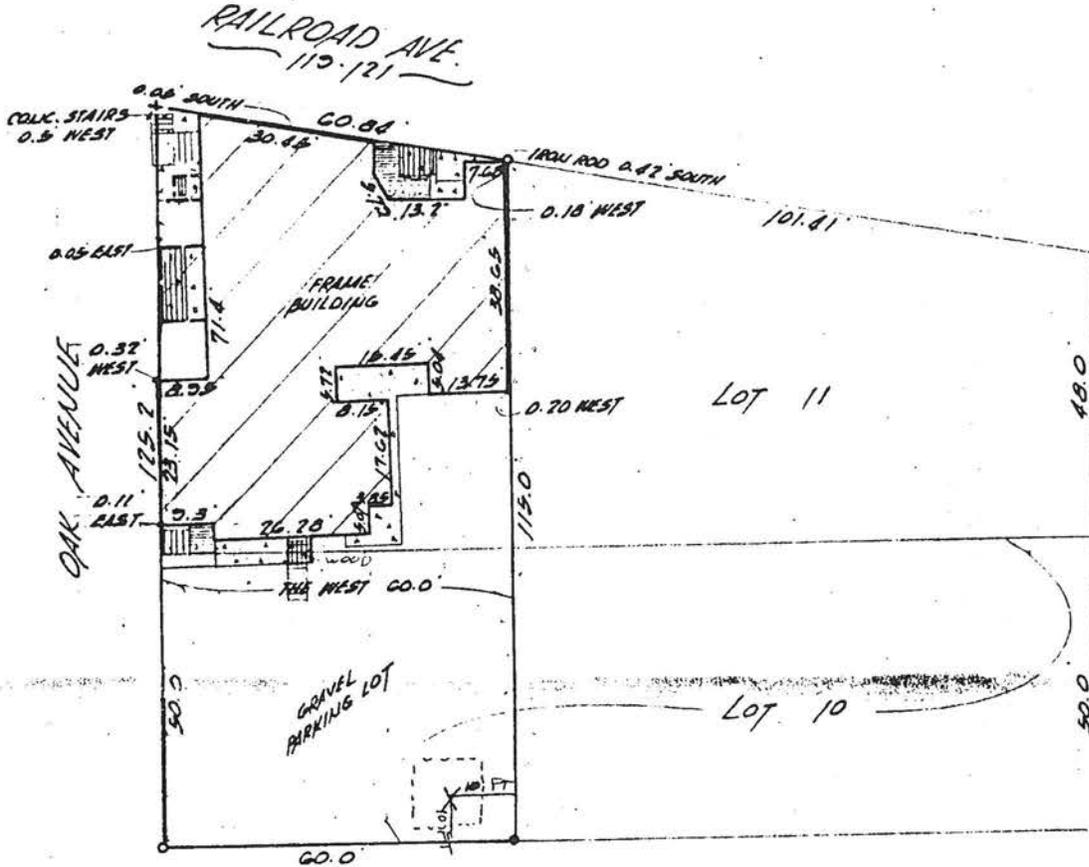


SCALE 1" = 20'

C-22579

OF PROPERTY DESCRIBED AS:

THE WEST 60 FEET OF LOTS 10 AND 11 IN BLOCK 6 IN BARLETTA, A SUBDIVISION OF THE
NORTH EAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 21 NORTH, RANGE
9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



STATE OF ILLINOIS) SS
COUNTY OF KANE)

I, GERALD SOPHA, AN ILLINOIS REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED
THE ABOVE DESCRIBED PROPERTY ACCORDING TO THE OFFICIAL RECORD AND THAT THE PLAT HEREON DRAWN
IS A TRUE AND ACCURATE REPRESENTATION THEREOF. ALL BUILDINGS HAVE BEEN LOCATED AND THERE ARE
NO ENCROACHMENTS OTHER THAN SHOWN.

DATED: MAY 4, 1988

Gerald Sopha
GERALD SOPHA
ILLINOIS REGISTERED LAND SURVEYOR NO. 2473

PREPARED FOR: GARY DANNO
PROPERTY ADDRESS: 119-121 RAILROAD AVENUE
BARLETTA, ILLINOIS



Gerald Sopha
Illinois Registered Land Surveyor
51 DEVONSHIRE
ELGIN, ILLINOIS 60120
PHONE (312) 695-0960

● METAL STAKE SET. ○ METAL STAKE FOUND.

Any discrepancy in measurements should be promptly reported to the surveyor for explanation or correction.
COMPARE THE DESCRIPTION ON THIS PLAT WITH DEED. REFER TO DEED FOR EASEMENTS AND BUILDING LINES.

117, 119, 121 W. Railroad Avenue/201 S. Oak Avenue
Bartlett, Illinois



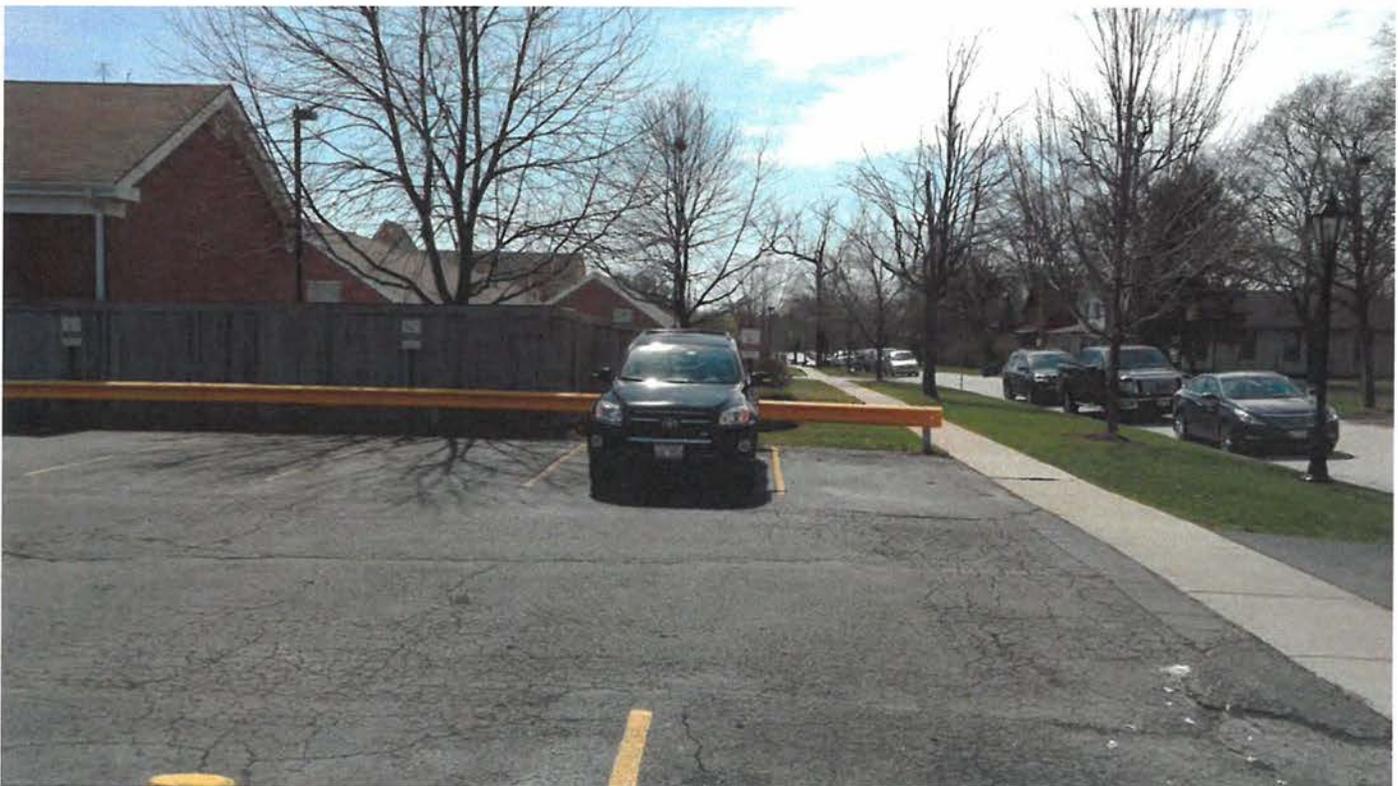
View of north side of Subject Property, facing south.



View of west side of building facing east



View of south and east side of building, facing northwest.



View of south adjoining property facing south. This area cannot be used by Contractor.



Unfinished area in basement of Lucky Jacks portion of building.



Opening to apparent cistern in basement of Lucky Jacks portion of building.



Interior of cistern.



Interior of east addition portion of building.



Facing east along north property boundary. Contractor to protect all streetlights, signs, brick pavers and sidewalk



Facing north along west property boundary. Contractor to protect all streetlights, sidewalk, and tree.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Delta Demolition, Inc.
6832 W. North Ave., Ste. 1A
Chicago, IL 60707

OWNER:

(Name, legal status and address)

Village of Bartlett
228 South Main Street
Bartlett, IL 60103

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

Mailing Address for Notices

1411 Opus Place, Ste. 450

Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Former Restaurant / Bar Commercial Building with Residential Apartment 117, 119, and 121 West Railroad Ave./201 South Oak Ave., Bartlett, IL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of April, 2018

Catherine H. Norris

(Witness)

Grace Casares

(Witness) Witness

Delta Demolition, Inc.

(Principal)

(Seal)

By: [Signature]

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By: [Signature]

(Title) Kevin J. Scanlon Attorney-in-Fact



State of IL

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Graciela Casaus Notary Public of DuPage County, in the State of IL,

do hereby certify that Kevin J. Scanlon Attorney-in-Fact, of the Travelers Casualty and Surety Company of America who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Travelers Casualty and Surety Company of America for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 3rd day of April, 2018.



Graciela Casaus

Notary Public Graciela Casaus

My Commission expires: May 5, 2019



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

Principal: Delta Demolition, Inc.

OR

Project Description: Former Restaurant / Bar Commercial Building with Residential Apartment 117, 119, and 121 West Railroad Ave./201 South Oak Ave., Bartlett, IL

Obligee: Village of Bartlett

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kevin J. Scanlon of the City of Downers Grove, State of IL, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this Instrument to be signed and their corporate seals to be hereto affixed, this 24th day of June, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

Handwritten signature of Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 24th day of June, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.



Handwritten signature of Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of Indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

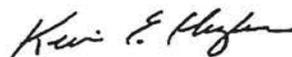
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of April, 2018



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



Agenda Item Executive Summary

Item Name Victory Centre Amendment Three to Annexation and Development Agreement and Amended PUD Committee or Board Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

The petitioner is requesting to:

**Amend the Victory Centre Annexation Agreement, and
Amend the PUD Ordinance #2004-115, Section 5, #8 with Amended Restrictive Covenants**

The Amendments are to replace the existing condition and covenants in these documents with new covenants that would allow for the covenant to be subordinate to the lien and enforcement of the Security Instrument.

This would allow the petitioner to obtain refinancing with loans, insured by the United States Department of Housing and Urban Development (HUD).

The **Plan Commission** reviewed the application and conducted the Public Hearing on the amendment to PUD Ordinance #2004-115 at their meeting on March 8, 2018. The Plan Commission recommended **approval** of the amendment to include the revised covenants.

The **Village Board Community and Economic Development Committee** reviewed the Plan Commission's recommendation at their meeting on March 20th and forwarded the petition on to the Village Board to conduct the Public Hearing Amendment Three to the Annexation and Development Agreement and for a final vote on the Third Amendment and the Amended PUD Ordinance.

ATTACHMENTS (PLEASE LIST)

CD Memo, Ordinance Approving Amendment Three to the Annexation and Development Agreement and an Ordinance Amending Ordinance #2004-115 and approving an amended PUD covenant condition for the Bartlett Senior Living Campus

ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance - Move to approve Ordinance #2018-_____ An Ordinance Approving and Directing the Execution of Amendment Three to the Annexation and Development Agreement for the Bartlett Senior Living Campus (Victory Centre), and
- Move to Approve Ordinance#2018- _____ An Ordinance Amending Ordinance 2004-115 and Approving an Amended Planned Unit Development Covenant Condition for the Bartlett Senior Living Campus.
- Motion

Staff: Jim Plonczynski, Com Dev Director

Date: 4/9/2018

COMMUNITY DEVELOPMENT MEMORANDUM

18-043

DATE: April 9, 2018
TO: Paula Schumacher, Village Administrator
FROM: Jim Plonczynski, Community Development Director
RE: **(#18-02) Victory Centre of Bartlett**

PETITIONER

Jerry Finis, Pathway to Living and Robyn Sandys, Northwest Housing Partnership on behalf of Bartlett SLF Associates, LP and Bartlett ILF Associates, LP- Victory Centre of Bartlett

SUBJECT SITE

1101-1105 W. Bartlett Road (Southwest corner of Route 59 and W. Bartlett Road)

REQUESTS

Amend the Victory Centre Annexation Agreement, and
Amend PUD Ordinance #2004-115, Section Five, #8 (to amend the Restrictive Covenants which are a condition of this Ordinance)

SURROUNDING LAND USE

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Senior Housing	Attached Res. High Den.	PD
North	Vacant	Comm./Res.	ER-2, SR-2
South	Hanover Township Offices/Senior Center	Municipal/Institutional	P-1
East	Single Family	Suburban Residential	SR-3
West	Single Family	Estate Residential	R-4*

* Unincorporated Cook County Zoning

BACKGROUND INFORMATION

1. On April 15, 2003 the Village annexed this property and adopted Ordinance #2003-44 which approved the Rezoning, Special Use for a Planned Unit Development and the Site Plan for Bartlett Senior Living Campus. Subsequently, Ordinance #2004-

115 was approved which amended the original PUD to allow the petitioner, Northwest Housing Partnership, to finance this affordable senior housing project by separating the Independent and Assisted Living facilities into two buildings.

2. In the Annexation Agreement, Ordinance #2003-44 and Ordinance #2004-115, a covenant was required to be approved by the Village Attorney and recorded with the property which set the age limit and requirement that the project be permanently and exclusively used as a senior housing development.
3. The proposed amendment would replace the existing condition in Ordinance #2004-115, Section Five, #8 and covenant in these documents with a new covenant that would allow the covenant to be subordinate to the lien, covenants and enforcement of the Security Instrument.
4. The proposed language in these covenants are the reason the Petitioner needs to amend the PUD Ordinance #2004-115 and the restrictive covenants to allow the Amended Covenant to be subordinate to the new mortgage financed by HUD.

RECOMMENDATION

1. On March 8, 2018, the **Plan Commission** reviewed the Petitioner's request, conducted the public hearing and recommended **approval** of the PUD Covenant Amendment subject to the following conditions and findings of fact:
 - a. The amended covenants shall be recorded as part of the Amended Annexation Agreement that is subject to a public hearing and approval by the Village Board.
 - b. Findings of fact (Planned Unit Development);
 - i. The Village's Future Land Use Plan designates this area as Attached Residential-High Density (14-34 du/net acre) that has been established in the area and which conforms with general planning policies and precedents of the Village;
 - ii. The senior housing development is a permitted use in the PD Zoning District;
 - iii. The senior housing development is designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected;
 - iv. The senior housing development shall not substantially lessen or impede the suitability for uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity;
 - v. The senior housing development shall include impact donations;
 - vi. Adequate utilities and drainage shall be provided for this use;

- vii. Adequate parking and ingress and egress will be provided for this use so as to minimize traffic congestion and hazards in public streets;
- viii. Adequate buffering and landscaping shall be provided to protect uses within the development and on surrounding properties;
- ix. There is reasonable assurance that this facility will continue to operate as it has and be adequately maintained.

- 2. The **Village Board Community and Economic Development Committee** reviewed the Plan Commission's recommendation and public hearing minutes on March 20, 2018 and forwarded the project to the Village Board to conduct a public hearing on Amendment Three to the Annexation and Development Agreement and a final vote on the Third Amendment and the Amended PUD Ordinance.
- 3. An Ordinance approving of Amendment Three to the Annexation Development Agreement and an Ordinance Amending Ordinance #2004-115 and approving an Amended Planned Unit Development Covenant condition for the Bartlett Senior Living Campus are attached for your review and for a final vote.

/jjp/attachments

X:\Comdev\mem2018\043_victorycenteramendmnet_vb.doc

ORDINANCE 2018 -

**AN ORDINANCE APPROVING AND DIRECTING THE EXECUTION
OF AMENDMENT THREE TO THE ANNEXATION AND DEVELOPMENT
AGREEMENT FOR THE BARTLETT SENIOR LIVING CAMPUS (VICTORY CENTER)**

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 Amendment Three to the Annexation and Development Agreement between the Northwest Housing Partnership, Bartlett SLF Associates, L.P, Bartlett SLF Associates, Inc., Associated Ventures, LLC and the Village of Bartlett dated April 17, 2018, attached hereto as **Exhibit A** and expressly incorporated herein, is hereby approved.

SECTION TWO: That the Village President and the Village Clerk are hereby authorized and empowered to sign and attest, respectively, to the said Third Amendment to Annexation and Development Agreement on behalf of the Village of Bartlett.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

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

SECTION FIVE: EFFECTIVE DATE. This ordinance shall be in full force and effect upon its 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 Ordinance 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

EXHIBIT A

AMENDMENT THREE TO ANNEXATION AND DEVELOPMENT AGREEMENT

THIS AMENDMENT THREE TO ANNEXATION AND DEVELOPMENT AGREEMENT (this "**Amendment**") is made and entered into this ___ day of _____, 2018, between the Village of Bartlett, Illinois (hereinafter referred to as the "**Village**"), North West Housing Partnership, an Illinois not-for-profit corporation ("**NWHP**"), Bartlett SLF Associates, L.P., an Illinois limited partnership ("**SLF Owner**"), Bartlett ILF Associates, L.P., an Illinois limited partnership ("**ILF Owner**"), Bartlett SLF Associates, In., an Illinois corporation ("**SLF Corporation**"), and Pathway Development, LLC, an Illinois limited liability company ("**Developer**").

WITNESSETH:

WHEREAS, the real estate legally described on Exhibit A attached hereto ("**ILF Property**") and the real estate legally described on Exhibit B attached hereto ("**SLF Property**"; together with the ILF Property, the "**Property**") were annexed to the Village in accordance with that certain Annexation and Development Agreement dated May 7, 2002 by and between the Village, NWHP, LaSalle Bank National Association, as successor Trustee to the First National Bank of Elgin, as Trustee under a Trust Agreement dated October 24, 1977 and known as Trust No. 2728 ("**Trustee**"), and Walter J. Lynwood, as Trustee of the Dominic Accorsi Non-Marital Trust, the sole beneficiary of said trust, dated March 2, 1999 ("**Lynwood**") (the "**Original Agreement**"), as amended by that certain First Amendment to the Annexation and Development Agreement dated April 15, 2003 between NWHP, the Trustee and Lynwood ("**First Amendment**"), as amended by that certain Amendment Two to the Annexation and Development Agreement dated August 17, 2004 between the Village, NWHP, SLF Owner, SLF Corporation, and Developer ("**Second Amendment**"; the Original Agreement, as modified by the First Amendment and Second Amendment is hereby referred to as the "**Agreement**"); and

WHEREAS, on or about May 7, 2002, the Village, by and through its President and Board of Trustees (collectively, the "**Corporate Authorities**"), adopted an ordinance which annexed the unincorporated section of the Property to the Village of Bartlett; and on April 15, 2003, the Village adopted an ordinance which (a) rezoned the Property to PD Planned Development District; (b) granted a special use permit for a Planned Unit Development as a single building Senior Housing Campus pursuant to the Planned Unit Development Plan as defined in Village Ordinance 2003-44 (the "**Original PUD**"); and (c) approved of a site plan for a single building Senior Housing Campus as defined in said Ordinance 2003-44 (the "**Original Site Plan**"); and

WHEREAS, for purposes of obtaining financing sources, including, but not limited to, first mortgages and low income housing tax credits, the independent and assisted or supportive components of the Senior Housing Campus must be housed in separate buildings as an independent living facility ("**ILF**") located on the ILF Property and a supportive living facility ("**SLF**") located on the SLF Property; and

RECEIVED
COMMUNITY DEVELOPMENT

JAN 30 2018

VILLAGE OF
BARTLETT

WHEREAS, on or about September 13, 2003, NWHP purchased the ILF Property from the Trustee and Lynwood, and on or about December 15, 2005, the ILF Owner purchased the ILF Property from NWHP; and

WHEREAS, the SLF Owner is the owner of the SLF Property, and NWHP and the SLF Corporation are direct or indirect owners of the SLF Owner (the ILF Owner and the SLF Owner are each an “**Owner**”); and

WHEREAS, Developer was the developer of both the SLF and the ILF; and

WHEREAS, pursuant to Ordinance 2004-115, the Village modified the Original PUD and the Original Site Plan approved by the Corporate Authorities to provide for two separate buildings on two subdivided lots with shared parking, shared access and a revised layout, all as more fully appeared in the Amended Planned Unit Development Plan, Amended Site Plan and Final Plat as defined and approved in such Ordinance 2004-115 (collectively, the “**Amended Planned Unit Development**”); and

WHEREAS, as one of the conditions of Amended Planned Unit Development, the Village required covenants in recordable form to place certain age restrictions on the ILF Property and the SLF Property (“**Age Restrictions**”); and

WHEREAS, the ILF Owner and the SLF Owner have completed the development of the ILF and the SLF, respectively, and desire to refinance the existing loans on the ILF Property and the SLF Property, respectively, with loans insured by the United States Department of Housing and Urban Development (“**HUD**”); and

WHEREAS, HUD requires certain modifications to the Age Restrictions in order to make the ILF Property and the SLF Property eligible for HUD-insured loans, which requires an amendment to the age restriction condition of the Amended Planned Unit Development; and

WHEREAS, pursuant to notice duly given as required by law, the Village of Bartlett Plan Commission conducted a public hearing on the amendment to the age restriction condition of the Amended Planned Unit Development, and adopted findings of fact thereto and has recommended its approval to the Corporate Authorities; and

WHEREAS, pursuant to notice duly given as required by law, the Corporate Authorities conducted a public hearing on this Amendment, and find that it is in the public interest to approve this Amendment and are prepared to make and will make the requisite findings of fact with respect to the amendment to the age restriction condition with respect to the special use permit for the Amended Planned Unit Development Plan;

NOW THEREFORE, in consideration of the matters set forth in the recitals, the mutual covenants and agreements of each party to the contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

1. Incorporation of Recitals. The above recitals are found to be true and correct and are hereby made a part of this Amendment. Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

2. Section 1, paragraph 1, subparagraph (c), clause (h) of the Agreement is deleted and the following substituted therefor:

(h) covenants in recordable form approved by the Village Attorney to ensure that the Property will be used for senior housing and that the ILF and the SLF shall each be operated for occupancy of persons 55 years of age or older pursuant to Housing for Older Persons Act of 1995, as amended (“HOPA”), and that at least 80% of the occupied apartments in each of the ILF and the SLF shall at all times be occupied by at least one person who is at least 55 years of age or older (the “**Restrictive Covenant**”); provided that the Restrictive Covenant may be amended pursuant to an amendment or amendments substantially in the form attached hereto as Exhibit C (subject to changes to the HUD required forms), with such changes, deletions and insertions as shall be approved by the Village Attorney.

3. Section 21 of Agreement is deleted and the following substituted therefor:

Within five days after the sale, transfer or assignment of all or any part of the SLF Property or the ILF Property, the respective Owner shall notify the Village thereof.

4. Notwithstanding anything to the contrary in the Agreement, in the event of a foreclosure (or deed in lieu of foreclosure) of a mortgage insured by HUD secured by the ILF Property or the SLF Property, any provision in this Agreement limiting occupancy to persons of a certain age shall terminate with respect to such portion of the Property, provided, however, that such portion of the Property shall remain subject to Bartlett Zoning Ordinance.

5. Section 23 of the Agreement is deleted and the following is substituted therefor:

23. Notice. Unless otherwise notified in writing, all notices, requests, and demands shall be in writing and shall be delivered either personally, by certified mail, return receipt requested, by messenger or by a nationally recognized overnight courier, as follows:

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

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

If to ILF Owner
or to NWHP: Bartlett ILF Associates, L.P.
 c/o North West Housing Partnership
 1701 E. Woodfield Drive, Suite 203
 Schaumburg, IL 60173

With a copy to: Applegate & Thorne-Thomsen, P.C.
 440 South LaSalle, Suite 1900
 Chicago, Illinois 60605
 Attn : Matthew Brett

If to SLF Owner
or to SLF Corp.
Or Developer: Bartlett SLF Associates, L.P.
 c/o Pathway to Living
 333 W. Wacker Drive, Suite 1010
 Chicago, Illinois 60606

With a copy to: Applegate & Thorne-Thomsen, P.C.
 440 South LaSalle, Suite 1900
 Chicago, Illinois 60605
 Attn : Matthew Brett

6. This Amendment may be executed in any number of counterparts and duplicate originals, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[Signatures on the following page]

ILF OWNER:

BARTLETT ILF ASSOCIATES, L.P.,
an Illinois limited partnership

By: NWHP Bartlett ILF, Inc.,
an Illinois corporation
Its General Partner

By: _____

Name: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as _____ of NWHP Bartlett ILF, Inc., an Illinois corporation and general partner of Bartlett ILF Associates, L.P., an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation as the general partner of Bartlett ILF Associates, L.P., for the uses and purposes therein set forth.

Given under my hand and official seal this ___ day of _____, 201__.

Notary Public

SLF OWNER:

BARTLETT SLF ASSOCIATES, L.P.,
an Illinois limited partnership

By: Bartlett SLF Associates, Inc.,
an Illinois corporation
Its General Partner

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____, as _____ of Bartlett SLF
Associates, Inc., an Illinois corporation and general partner of Bartlett SLF Associates, L.P., an
Illinois limited partnership, personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged
that he signed and delivered the said instrument as his own free and voluntary act, and as the free
and voluntary act of said corporation as the general partner of Bartlett SLF Associates, L.P., for
the uses and purposes therein set forth.

Given under my hand and official seal this ___ day of _____, 201__.

Notary Public

SLF CORPORATION:

BARTLETT SLF ASSOCIATES, INC.,
an Illinois corporation

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____, as _____ of Bartlett SLF
Associates, Inc., an Illinois corporation, personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that he signed and delivered the said instrument as his own free and voluntary act,
and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this ___ day of _____, 201__.

Notary Public

DEVELOPER:

PATHWAY DEVELOPMENT, LLC,
an Illinois limited liability company

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____, as _____ of Pathway
Development, LLC, an Illinois limited liability company, personally known to me to be the same
person whose name is subscribed to the foregoing instrument, appeared before me this day in
person and acknowledged that he signed and delivered the said instrument as his own free and
voluntary act, and as the free and voluntary act of said limited liability company, for the uses and
purposes therein set forth.

Given under my hand and official seal this ___ day of _____, 201__.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF ILF PROJECT

LOT 2 IN THE FINAL PLAT OF SUBDIVISION OF BARTLETT SENIOR LIVING CAMPUS BEING A SUBDIVISION IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 2005 AS DOCUMENT 0519919064, IN COOK COUNTY, ILLINOIS.

Common Address: 1105 W. Bartlett Road, Bartlett, IL 60103

PIN: 06-33-400-023-0000; 06-33-401-015-0000

EXHIBIT B

LEGAL DESCRIPTION OF SLF PROJECT

LOT 1 IN THE FINAL PLAT OF SUBDIVISION OF BARTLETT SENIOR LIVING CAMPUS BEING A SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 2005 AS DOCUMENT 0519919064, IN COOK COUNTY, ILLINOIS.

Common Address: 1101 W. Bartlett Road, Bartlett, IL 60103

PIN: _____

EXHIBIT C

FORMS OF HUD AMENDMENTS

[See attached]

ORDINANCE 2018 - _____

**AN ORDINANCE AMENDING ORDINANCE #2004-115 AND
APPROVING AN AMENDED PLANNED UNIT DEVELOPMENT COVENANT
CONDITION FOR THE BARTLETT SENIOR LIVING CAMPUS**

WHEREAS, on or about May 7, 2002, the Village of Bartlett (the "Village"), and LaSalle Bank as Successor Trustee to First National Bank of Elgin as Trustee u/t/a dated 10/24/77 and known as Trust No. 2728, Walter J. Lynwood as Trustee of the Dominic Accorsi Non-Marital Trust and the North West Housing Partnership entered a certain Annexation and Development Agreement (the "Annexation Agreement") concerning the senior housing development consisting of 200 dwelling units, known as "Bartlett Senior Living Campus", containing approximately 5.94 acres (the "Subject Property"); and

WHEREAS, in 2003 the corporate authorities of the Village passed Ordinance #2003-84 which rezoned the Subject Property to the PD Development District and granted a special use permit for a Planned Unit Development for a single building senior housing facility (the "Original PUD"); and

WHEREAS, on August 17, 2004, the corporate authorities of the Village passed Ordinance #2004-115, that amended the special use permit granted under Ordinance #2003-44 ("Ordinance #2004-115") for an amended Planned Unit Development and approved an Amended Planned Unit Development Plan (the "Amended PUD Plan"), amended site plan (the "Amended Site Plan"), and a Preliminary/Final Plat of Subdivision (the "Final Plat") for two buildings, with one building to contain 104 independent living units for seniors (the "ILF") to be built on Lot 2, and the second building to contain 104 supportive living units for seniors (the "SLF"), to be built on Lot 1 in accordance with the Amended PUD Plan, Amended Site Plan, and a Revised Landscape Plans, SLF

Elevations, SLF Floor Plans, ILF Elevations and ILF Floor Plans, as those terms are defined in Ordinance #2004-115, which plans are collectively referred to herein as the “Amended PUD Plans”, with certain modifications and subject to certain conditions (the “Amended Planned Unit Development”); and

WHEREAS, one of the conditions of the amendment to the special use permit and the approval for the Amended Planned Unit Development approved by Ordinance #2004-115 was the condition set forth in Section Five, paragraph 8, thereof, which states as follows:

“8. Covenants in recordable form approved by the Village Attorney to ensure that the property will be used exclusively and permanently for senior housing, and the facility when built shall be operated for occupancy of persons 55 years of age or older, and at least 80% of the occupied units shall be occupied by at least one person 55 years of age or older per unit to qualify for exemption under the Fair Housing Act of 1988, as amended, and the regulations promulgated thereunder.”

(hereinafter referred to as the “Original Age Restriction Covenant Condition”); and

WHEREAS, Bartlett ILF Associates, L.P. (the “ILF Owner”), the owner of the Independent Living Facility built on Lot 2 of the Subject Property, and Bartlett SLF Associates, LP (the “SLF Owner”), the owner of the Supportive Living Facility built on Lot 1 of the Subject Property have filed a Development Application for “Amendment to Annexation Agreement, Planned Unit Development and Restrictive Covenants”, which includes (1) a proposed “Amendment Three to Annexation and Development Agreement”; (2) a proposed “Amendment to Restrictive Covenant”; and (3) a proposed “Second Amendment to Restrictive Covenant” attached thereto (the “Petition”); and

WHEREAS, the Petitioner is requesting Ordinance #2004-115 be amended, specifically Section Five, paragraph 8, thereof, to amend the Original Age Restriction Covenant Condition and to allow for the replacement of the existing Restrictive Covenant

recorded against the Subject Property on July 19, 2006 as Document No. 0519418067 (the “Existing Covenant”) with new covenants in the form of the proposed “Amendment to Restrictive Covenant” and the “Second Amendment to Restrictive Covenant” attached to and incorporated in the Petition (collectively, the “Proposed Amended Covenants”), except for such changes, deletions and insertions thereto as may be required by HUD and HUD forms as approved by the Village Attorney; and

WHEREAS, on March 8, 2018, the Bartlett Plan Commission conducted a public hearing on the Petition (Case #18-02) requesting, among other things, an amendment to Ordinance #2004-115 Section Five, paragraph 8, to replace the Original Age Restriction Covenant Condition and approval of the Amended Covenants as a condition of this Ordinance, and

WHEREAS, the Plan Commission has recommended approval of the Petition, thereby recommending approval of amending Ordinance #2004-115 to amend the Original Age Restriction Covenant Condition and the Amended Covenants attached to the Petition, to the Village President and Board of Trustees of the Village of Bartlett (the “Corporate Authorities”), subject to the conditions and findings of fact outlined in its report; and

WHEREAS, the Corporate Authorities have determined that it is in the public interest to amend Ordinance #2004-115, specifically Section Five, paragraph 8 thereof, by amending the Original Age Restriction Covenant Condition therein and approve of the Amended Covenants recommended for approval by the Plan Commission; and

WHEREAS, the improvements on the Subject Property have been built and developed in accordance with the Amended PUD Plans, but the ILF Owner and the SLF Owner have requested the amendment to Ordinance #2004-2115 as set forth in the Petition to allow for the existing mortgage loan(s) for all or a portion of the existing

development to be refinanced with loans insured by the United States Department of Housing and Urban Development (“HUD”);

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

SECTION ONE: That the Corporate Authorities hereby make the following findings of fact pertaining to the Petition to amend Ordinance #2004-115 to amend the Original Age Restriction Covenant and replace it with the Replacement Age Restriction Covenant Condition set forth and defined in Section Three of this Ordinance, hereinafter referred to as the “Second Amended Planned Unit Development (Senior Housing)”:

1. The Subject Property is zoned PD, but is designated on the Village’s Comprehensive Plan for Office uses. The existing use as a multi-family senior housing Planned Unit Development is an approved use for the Subject Property, providing continuity with the Township offices and provides services and programs for the senior residents of the community.
2. Multi-family uses are permitted uses in the PD Planned Development District, but a Planned Unit Development is a special use in the PD District, which was heretofore granted by the Village in Ordinance #2004-115 subject to certain conditions, one of which Petitioner seeks to amend.
3. The Second Amended Planned Unit Development (Senior Housing) is designed, located and is operated and maintained so that the public health, safety and welfare are not endangered or detrimentally affected, and with the proposed Replacement Age Restriction Covenant Condition will continue to be maintained so that the public health, safety and welfare will not be detrimentally affected.
4. The Second Amended Planned Unit Development (Senior Housing) will not substantially lessen or impede the suitability for adjacent permitted uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity.
5. The Second Amended Planned Unit Development (Senior Housing) as built provides adequate utilities, drainage and other necessary facilities, adequate parking and ingress and egress and has been designed so as to minimize traffic congestion and hazards in the public streets.

6. The Second Amended Planned Unit Development (Senior Housing) as built has adequate site area, which area is greater than the minimum in the district in which the site is located, and other buffering features including tree preservation areas and landscape screening to protect uses within the development and on surrounding properties.
7. That all uses, as arranged and built, are likely to be compatible with each other use within the Second Amended Planned Unit Development (Senior Housing).
8. The Second Amended Planned Unit Development (Senior Housing) is likely to be compatible with development permitted under the Bartlett Zoning Ordinance on substantially all land in the vicinity of the Second Amended Planned Unit Development (Senior Housing).

SECTION TWO: That the special use permit granted in Ordinance #2004-115 is hereby amended and granted for the Second Amended Planned Unit Development (Senior Housing), subject to the conditions set forth in Ordinance 2004-115, which are restated and incorporated herein except for the Original Age Restriction Covenant Condition repealed and amended to substitute the Replacement Amended Age Restriction Covenant Condition (hereinafter defined) and approved in Section Three of this Ordinance, as set forth and subject to the new conditions in Section Three of this Ordinance.

SECTION THREE That paragraph 8 of SECTION FIVE of Ordinance #2004-115 is hereby repealed, and is amended to replace said repealed paragraph with new paragraph 8 of SECTION FIVE of Ordinance #2004-115 as follows:

- “8. Covenants in recordable form approved by the Village Attorney to ensure that the Property will be used for senior housing and that the ILF and the SLF shall each be operated for occupancy or persons 55 years of age or older pursuant to Housing for Older Persons Act of 1995, as amended (“HOPA”), and that at least 80% of the occupied apartments in each of the ILF and SLF shall at all times be occupied by at least one person who is at least 55 years of age or older (the “Restrictive Covenant”); provided that the Restrictive Covenant may be amended pursuant to an amendment or amendments substantially in the forms attached hereto as Exhibits A and B (subject to changes to the HUD required forms), and with such changes, deletions and insertions as shall be approved by the Village Attorney.

“Compliance with or satisfaction of all of the terms and conditions of the Annexation and Redevelopment Agreement dated May 7, 2002, as amended by Amendment One thereto dated April 15, 2003, and as further amended by Amendment Two dated August 17, 2004, and Amendment Three to Annexation and Development Agreement dated _____, 2018 (collectively, the “Amended Annexation Agreement”).”

(the “Replacement Age Restriction Covenant Condition”).

SECTION FOUR: The violation of any of the conditions set forth in Section Five of Ordinance 2004-115, except as amended by this Ordinance or the violation of the Replacement Age Restriction Covenant Condition approved in Section Three of this Ordinance shall be cause for the revocation of the amended special use permit for the Second Amended Planned Unit Development (Senior Housing); the approval of the Replacement Age Restriction Covenant Condition; and the approval of the Amended Covenants.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

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

Lorna Giles, Village Clerk

SUBJECT PROPERTY LEGAL

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING WEST OF THE EAST LINE OF THE WEST HALF OF THE SOUTEAST QUARTER OF SECTION 33. TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN:

THAT PART OF THE SOUTH HALF OF THE SOUTEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN CHEVIOT HILLS AS RECORDED DECEMBER 14, 1966 AS DOCUMENT NUMBER 20022408; THENCE NORTH 88 DEGREES, 47 MINUTES, 11 SECONDS EAST, ALONG A LINE THAT IS 33.00 FEET SOUTH OF AND PARALEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, SAID LINE BEING THE SOUTH RIGHT OF WAY OF WEST BARTLETT ROAD, FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH RIGHT OF WAY OF WEST BARTLETT ROAD AS DESCRIBED IN THE FOLLOWING FIVE COURSES; (1) THENCE NORTH 88 DEGREES, 47 MINUTES, 11 SECONDS EAST, FOR A DISTANCE OF 200.12 FEET; (2) THENCE SOUTH 01 DEGREES, 12 MINUTES, 49 SECONDS EAST, FOR A DISTANCE OF 17.00 FEET; (3) THENCE NORTH 88 DEGREES, 47 MINUTES, 11 SECONDS EAST, FOR A DISTANCE OF 85.45 FEET; (4) THENCE SOUTH 01 DEGREES, 12 MINUTES 49 SECONDS EAST, FOR A DISTANCE OF 10.00 FEET; THENCE (5) NORTH 88 DEGREES, 47 MINUTES, 11 SECONDS EAST, FOR A DISTANCE OF 263.53 FEET TO THE WEST RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE NUMBER 59; THENCE SOUTH 00 DEGREES, 34 MINUTES, 42 SECONDS WEST, ALONG THE WESTERLY RIGHT OF WAY OF SAID ROUTE 59, 111.34 FEET; THENCE SOUTH 11 DEGREES, 20 MINUTES, 05 SECONDS WEST, ALONG SAID RIGHT OF WAY, 383.99 FEET; THENCE SOUTH 88 DEGREES, 47 MINUTES, 11 SECONDS WEST, ALONG A LINE THAT IS PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, FOR A DISTANCE OF 472.14 FEET TO A POINT ON THE EAST LINE OF LOT 3 THAT IS 29.58 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 3 IN SAID CHEVIOT HILLS SUBDIVISION; THENCE NORTH 00 DEGREES, 05 MINUTES, 27 SECONDS WEST, ALONG THE EAST LINE AND THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 3, 513.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.94 ACRES, MORE OR LESS, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 06-33-400-004 AND 06-33-401-004

**THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:**

Matthew C. Brett, Esq.
Applegate & Thorne-Thomsen, P.C.
440 S. LaSalle Street, Suite 1900
Chicago, Illinois 60605
Permanent Index Tax
Identification No(s).
SEE EXHIBIT A

Property Address:
SEE EXHIBIT A

AMENDMENT TO RESTRICTIVE COVENANT

This AMENDMENT TO RESTRICTIVE COVENANT ("Amendment") is made as of _____, 201__, by BARTLETT ILF ASSOCIATES, L.P., an Illinois limited partnership ("ILF Owner"), BARTLETT SLF ASSOCIATES, L.P., an Illinois limited partnership ("SLF Owner") and VILLAGE OF BARTLETT, ILLINOIS, an Illinois municipal corporation ("Village").

WHEREAS, ILF Owner is obtaining financing from Love Funding Corporation (the "Lender") for the benefit of the project known as Victory Centre of Bartlett ILF, Bartlett, Cook County, Illinois, HUD Project No. 071-_____ (the "Project"), which loan is secured by a Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement ("Security Instrument") dated effective as of _____ 1, 201__, recorded or to be recorded in the Office of the Recorder of Cook County, Illinois (the "Recorder's Office") and is insured by the United States Department of Housing and Urban Development ("HUD");

WHEREAS, Village approved the Project, and in connection with such approval, Village required certain restrictions be recorded against the Project; and

WHEREAS, North West Housing Partnership (as predecessor in interest to ILF Owner), and the SLF Owner are parties to that certain Restrictive Covenant with respect to the Project, more particularly described in Exhibit A attached hereto, and certain other real estate legally described in Exhibit B attached hereto, dated as of June 2005 and recorded in the Recorder's Office as Document 0519418067 (collectively, the "Restrictive Covenants");

WHEREAS, HUD requires as a condition of its insuring Lender's financing to the Project that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

EXHIBIT A

WHEREAS, the Village, SLF Owner and ILF Owner have agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan (as defined below) in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Amendment, the provision contained in this Amendment shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means the Regulatory Agreement between ILF Owner and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means Love Funding Corporation, its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the ILF Owner pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act of 1934, as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

"Residual Receipts" has the meaning specified in the HUD Regulatory Agreement.

"Security Instrument" means the mortgage or deed of trust from ILF Owner in favor of Lender, as the same may be supplemented, amended or modified.

"Surplus Cash" has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the "HUD Requirements"). ILF Owner covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any

conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the Village's ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The ILF Owner represents and warrants that to the best of ILF Owner's knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

(d) In the event of foreclosure (or deed in lieu of foreclosure), the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate with respect to the Project.

(e) ILF Owner, SLF Owner and Village acknowledge that ILF Owner's failure to comply with the covenants provided in the Restrictive Covenants does not and shall not serve as a basis for default under the HUD Requirements, unless a default also arises under the HUD Requirements.

(f) In enforcing the Restrictive Covenants, the Village will not file any claim against the Project, the Mortgage Loan proceeds or any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available Surplus Cash, if the ILF Owner is a for-profit entity;
- ii. Available distributions of Surplus Cash and Residual Receipts authorized for release by HUD, if the ILF Owner is a limited distribution entity;
- iii. Available Residual Receipts authorized by HUD, if the ILF Owner is a non-profit entity; or
- iv. A HUD-approved collateral assignment of any HAP contract.

(g) For so long as the Mortgage Loan is outstanding, ILF Owner, SLF Owner and Village shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters or a HUD required amendment with respect to the real estate owned by the SLF Owner in connection with a HUD insured loan, without HUD's prior written consent.

(h) Subject to the HUD Regulatory Agreement, the Village may require the ILF Owner to indemnify and hold the Village harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against Village relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that all ILF Owner's obligations to indemnify and hold the Village harmless under the Restrictive Covenants shall be limited to available surplus cash and/or residual receipts of the ILF Owner.

(i) Section 2 of the Restrictive Covenants is hereby amended and restated in its entirety as follows:

"2. The Parties agree that the SLF Property and the NWHP Property shall be used exclusively and permanently for senior housing and that the improvements and facilities when built shall be operated for occupancy of persons 55 years of age or older pursuant to Housing for Older Persons Act of 1995 ("HOPA"), and that at least 80% of the occupied apartments in the Development shall at all times be occupied by at least one person who is at least 55 years of age or older (the "Restriction"). To the extent the Restriction violates any federal or state law, rule or regulation, including, but not limited to, the Federal Fair Housing Amendments Act of 1988, as amended, and the regulations promulgated thereunder, the Restriction shall automatically be amended to comply with such federal and state laws, rules and regulations and to the extent possible still comply with the intent of this Restrictive Covenant which is to ensure that the Development continues to be used exclusively and permanently for senior housing. To the extent any current or future federal and state laws now or in the future may conflict with one another, the least restrictive law, rule and regulation shall apply and the Restriction shall be automatically modified and amended to comply therewith and still preserve the Parties' intent hereunder."

(j) This Amendment may be executed in several counterparts, which shall be treated as originals for all purposes, and all so executed shall constitute one agreement, binding on all of the parties, notwithstanding that all parties are signatory to the original or the same counterpart. Any such counterpart shall be admissible into evidence as an original hereof against the party who executed it.

(Signature Pages Follow)

OWNER:

BARTLETT ILF ASSOCIATES, L.P.,
an Illinois limited partnership

By: NWHP Bartlett ILF, Inc.,
an Illinois corporation
Its General Partner

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____, as _____ of NWHP Bartlett ILF,
Inc., an Illinois corporation and general partner of Bartlett ILF Associates, L.P., an Illinois
limited partnership, personally known to me to be the same person whose name is subscribed to
the foregoing instrument, appeared before me this day in person and acknowledged that he
signed and delivered the said instrument as his own free and voluntary act, and as the free and
voluntary act of said corporation as the general partner of Bartlett ILF Associates, L.P., for the
uses and purposes therein set forth.

Given under my hand and official seal this ___ day of _____, 201__.

Notary Public

SLF:

BARTLETT SLF ASSOCIATES, L.P.,
an Illinois limited partnership

By: Bartlett SLF Associates, Inc.,
an Illinois corporation
Its General Partner

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____, as _____ of Bartlett SLF
Associates, Inc., an Illinois corporation and general partner of Bartlett SLF Associates, L.P., an
Illinois limited partnership, personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged
that he signed and delivered the said instrument as his own free and voluntary act, and as the free
and voluntary act of said corporation as the general partner of Bartlett SLF Associates, L.P., for
the uses and purposes therein set forth.

Given under my hand and official seal this ___ day of _____, 201__.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT

LOT 2 IN THE FINAL PLAT OF SUBDIVISION OF BARTLETT SENIOR LIVING CAMPUS BEING A SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 2005 AS DOCUMENT 0519919064, IN COOK COUNTY, ILLINOIS.

Common Address: 1105 W. Bartlett Road, Bartlett, IL 60103

PIN: 06-33-400-023-0000; 06-33-401-015-0000

EXHIBIT B

LEGAL DESCRIPTION OF SLF

LOT 1 IN THE FINAL PLAT OF SUBDIVISION OF BARTLETT SENIOR LIVING CAMPUS BEING A SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 2005 AS DOCUMENT 0519919064, IN COOK COUNTY, ILLINOIS.

Common Address: 1101 W. Bartlett Road, Bartlett, IL 60103

PIN: _____

**THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:**

_____, Esq.
Applegate & Thorne-Thomsen, P.C.
440 S. LaSalle Street, Suite 1900
Chicago, Illinois 60605
Permanent Index Tax
Identification No(s).
SEE EXHIBIT A

Property Address:
SEE EXHIBIT A

SECOND AMENDMENT TO RESTRICTIVE COVENANT

This AMENDMENT TO RESTRICTIVE COVENANT ("Amendment") is made as of _____, 201____, by BARTLETT SLF ASSOCIATES, L.P., an Illinois limited partnership ("SLF Owner"), BARTLETT ILF ASSOCIATES, L.P., an Illinois limited partnership ("ILF Owner") and VILLAGE OF BARTLETT, ILLINOIS, an Illinois municipal corporation ("Village").

WHEREAS, SLF Owner is obtaining financing from _____, (the "Lender") for the benefit of the project known as Victory Centre of Bartlett SLF, Bartlett, Cook County, Illinois, FHA Project No. _____ (the "Project"), which loan is secured by a Healthcare Mortgage, Assignment of Leases, Rents and Revenue and Security Agreement ("Security Instrument") dated effective as of _____, 20____, recorded or to be recorded in the Office of the Recorder of Cook County, Illinois (the "Recorder's Office") and will be insured by the United States Department of Housing and Urban Development ("HUD") and which is refinancing the existing HUD-insured loan on the Project;

WHEREAS, Village approved the Project, and in connection with such approval, Village required certain restrictions be recorded against the Project; and

WHEREAS, North West Housing Partnership (as predecessor in interest to ILF), and the SLF Owner are parties to that certain Restrictive Covenant with respect to the Project, more particularly described in Exhibit A attached hereto, and certain other real estate legally described in Exhibit B attached hereto, dated as of June 2005 and recorded in the Recorder's Office as Document 0519418067, as amended by that certain Amendment to Restrictive Covenant dated as of _____, 2018 and recorded in the Recorder's Office as Document _____ (collectively, the "Restrictive Covenants");

WHEREAS, HUD requires as a condition of its insuring Lender's financing to the Project that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

EXHIBIT B

WHEREAS, the Village, ILF Owner and SLF Owner have agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan (as defined below) in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Amendment, the provision contained in this Amendment shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means collectively, the Healthcare Regulatory Agreement - Borrower between SLF Owner and HUD with respect to the Project, and the Healthcare Regulatory Agreement - Operator between Bartlett SLF Associates, L.P. and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means _____, its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the SLF Owner pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act of 1934, as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

"Residual Receipts" has the meaning specified in the HUD Regulatory Agreement.

"Security Instrument" means the mortgage or deed of trust from SLF Owner in favor of Lender, as the same may be supplemented, amended or modified.

"Surplus Cash" has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the "HUD

Requirements"). SLF Owner covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the Village's ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The SLF Owner represents and warrants that to the best of SLF Owner's knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

(d) In the event of foreclosure (or deed in lieu of foreclosure), the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate with respect to the Project.

(e) SLF Owner, ILF Owner and Village acknowledge that SLF Owner's failure to comply with the covenants provided in the Restrictive Covenants does not and shall not serve as a basis for default under the HUD Requirements, unless a default also arises under the HUD Requirements.

(f) In enforcing the Restrictive Covenants, the Village will not file any claim against the Project, the Mortgage Loan proceeds or any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available Surplus Cash, if the SLF Owner is a for-profit entity;
- ii. Available distributions of Surplus Cash and Residual Receipts authorized for release by HUD, if the SLF Owner is a limited distribution entity;
- iii. Available Residual Receipts authorized by HUD, if the SLF Owner is a non-profit entity; or
- iv. A HUD-approved collateral assignment of any HAP contract.

(g) For so long as the Mortgage Loan is outstanding, SLF Owner, ILF and Village shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD's prior written consent.

(h) Subject to the HUD Regulatory Agreement, the Village may require the SLF Owner to indemnify and hold the Village harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against Village relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that all SLF Owner's obligations to indemnify and hold the Village harmless under the Restrictive Covenants shall be limited to available surplus cash and/or residual receipts of the SLF Owner.

(i) This Amendment may be executed in several counterparts, which shall be treated as originals for all purposes, and all so executed shall constitute one agreement, binding on all of the parties, notwithstanding that all parties are signatory to the original or the same counterpart.

OWNER:

BARTLETT SLF ASSOCIATES, L.P.,
an Illinois limited partnership

By: Bartlett SLF Associates, Inc.,
an Illinois corporation
Its General Partner

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____, as _____ of Bartlett SLF
Associates, Inc., an Illinois corporation and general partner of Bartlett SLF Associates, L.P., an
Illinois limited partnership, personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged
that he signed and delivered the said instrument as his own free and voluntary act, and as the free
and voluntary act of said corporation as the general partner of Bartlett SLF Associates, L.P., for
the uses and purposes therein set forth.

Given under my hand and official seal this ___ day of _____, 201__.

Notary Public

ILF:

BARTLETT ILF ASSOCIATES, L.P.,
an Illinois limited partnership

By: NWHP Bartlett ILF, Inc.,
an Illinois corporation
Its General Partner

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____, as _____ of NWHP Bartlett ILF,
Inc., an Illinois corporation and general partner of Bartlett ILF Associates, L.P., an Illinois
limited partnership, personally known to me to be the same person whose name is subscribed to
the foregoing instrument, appeared before me this day in person and acknowledged that he
signed and delivered the said instrument as his own free and voluntary act, and as the free and
voluntary act of said corporation as the general partner of Bartlett ILF Associates, L.P., for the
uses and purposes therein set forth.

Given under my hand and official seal this ___ day of _____, 201__.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT

LOT 1 IN THE FINAL PLAT OF SUBDIVISION OF BARTLETT SENIOR LIVING CAMPUS BEING A SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 2005 AS DOCUMENT 0519919064, IN COOK COUNTY, ILLINOIS.

Common Address: 1101 W. Bartlett Road, Bartlett, IL 60103

PIN: _____

EXHIBIT B

LEGAL DESCRIPTION OF ILF

LOT 2 IN THE FINAL PLAT OF SUBDIVISION OF BARTLETT SENIOR LIVING CAMPUS BEING A SUBDIVISION IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 2005 AS DOCUMENT 0519919064, IN COOK COUNTY, ILLINOIS.

Common Address: 1105 W. Bartlett Road, Bartlett, IL 60103

PIN: 06-33-400-023-0000; 06-33-401-015-0000



Agenda Item Executive Summary

Item Name Southwest corner of W. Lake Street and Route 59-
Annexation Committee or Board Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

The Village is requesting to **Annex** the 3.6 acre subject property located at the southwest corner of W. Lake Street and Route 59.

The **Village Board Building and Zoning Committee** reviewed the request at their meeting on April 3, 2018. The Committee forwarded the application for annexation on to the Village Board for a final vote.

ATTACHMENTS (PLEASE LIST)

CD Memo, Location Map & Ordinance with Exhibit

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Motion to approve Ordinance #2018- _____ An Ordinance Annexing 3.6 Acres at the Southwest Corner of West Lake Street and Route 59 to the Village of Bartlett
- Motion

Staff: Jim Plonczynski, Com Dev Director Date: April 6, 2018

COMMUNITY DEVELOPMENT MEMORANDUM

18-54

DATE: April 6, 2018
TO: Paula Schumacher, Village Administrator
FROM: Jim Plonczynski, Community Development Director
RE: **(#17-24) Southwest corner of W. Lake Street and Route 59**

PETITIONER

The Village of Bartlett

SUBJECT SITE

Southwest corner of W. Lake Street and Route 59.

REQUEST

Annexation

SURROUNDING LAND USES

Subject Site	<u>Land Use</u> Vacant	<u>Comprehensive Plan</u> Commercial	<u>Zoning</u> C-8**
North	Multi-Family	Townhouse Residential*	R-5*
South	Vacant	Commercial	B-4
East	Ramp	Ramp to Rt. 59/Lake St.	ER-1 (east of Route 59)
West	Vacant Bldg.	Commercial	ER-1

*Streamwood- General Residential

**Unincorporated Cook County- Intensive Commercial District

HISTORY

1. This 3.6 acre lot was purchased by the Village of Bartlett in 2005 but it was never annexed or developed. It was purchased as part of a land assembly for the opportunity to establish a commercial lifestyle shopping center.
2. The Village of Bartlett has been marketing this lot for development and has recently hired SVN Commercial Real Estate Advisors to sell this lot and the adjacent property to the west.

DISCUSSION

1. The Village is requesting to **Annex** the 3.6 acre site and upon annexation the subject property will be zoned to the ER-1 (Estate Residence) Zoning District.

RECOMMENDATION

1. The Staff recommends **approval** of the annexation subject to the following conditions:
 - A. Building permits shall be required for all future construction activities;
 - B. Zoning Map shall be updated; and
 - C. Annexation Plat shall be recorded.
2. The **Village Board Building and Zoning Committee** reviewed the request at their meeting on April 3, 2018. The Committee forwarded the application for annexation on to the Village Board for a final vote.
3. The Ordinance approving is attached for your review and consideration.

alz/attachments

\\vhfs\vhusers\comdev\mem2018\054_SW Lake and 59_vb.docx

ZONING/LOCATION MAP

Village of Bartlett
Case #17-24 - Annexation
PIN: 06-28-400-014



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

ORDINANCE 2018 - _____

AN ORDINANCE ANNEXING 3.6 ACRES AT THE SOUTHWEST CORNER OF WEST LAKE STREET AND ROUTE 59 TO THE VILLAGE OF BARTLETT

WHEREAS, the territory hereinafter described is not within the corporate limits of any municipality, but is contiguous to the Village of Bartlett; and

WHEREAS, the territory hereinafter described lies within the Bartlett Fire Protection District, and the Village of Bartlett does not provide fire protection, but notice of the proposed annexation has been given as a courtesy to the Bartlett Fire Protection District; and

WHEREAS, the territory hereinafter described is not part of any public Library District or any Park District and the Village of Bartlett does not provide public library or park services, but notice of the proposed annexation has been given as a courtesy to the Bartlett Public Library District and to the Bartlett Park District; and

WHEREAS, the territory hereinafter described is located in Hanover Township and does not include any highway under the jurisdiction of the Township or any highway under the jurisdiction of any other township, but notice of the proposed annexation of the Territory has been given as courtesy to the Hanover Township Supervisor and Township Clerk; and

WHEREAS, a written Petition signed under oath by the Village of Bartlett, being the owner of record of all of the land within the territory hereinafter described, requesting annexation of the territory to the Village of Bartlett pursuant to Section 7-1-8 of the Illinois

Municipal Code (65 ILCS 5/7-1-8) has been filed with the Village Clerk of the Village of Bartlett; and

WHEREAS, no electors reside on the territory sought to be annexed to the Village of Bartlett; and

WHEREAS, the corporate authorities have determined that it is in the public interest to annex the territory hereinafter described to the Village of Bartlett;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, that the following territory herein described:

THAT PART OF THE EAST ¼ OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 28, THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 28, A DISTANCE OF 1197.24 FEET, THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 73.92 FEET THENCE SOUTH 76 DEGREES 41 MINUTES EAST, A DISTANCE OF 601.56 FEET FOR THE POINT OF BEGINNING, THENCE SOUTH 0 DEGREES 14 MINUTES EAST, A DISTANCE OF 375.79 FEET, THENCE SOUTH 85 DEGREES 20 MINUTES EAST, A DISTANCE OF 360.0 FEET, THENCE NORTH 0 DEGREES 14 MINUTES WEST, A DISTANCE OF 264.20 FEET TO THE CENTER LINE OF THE CONNECTING ROAD BETWEEN U.S. ROUTE 20 AND STATE ROUTE 59, THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CENTER LINE BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 281.9 FEET, A DISTANCE OF 287.9 FEET TO THE SOUTHERLY LINE BEING OF U.S. ROUTE 20, THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2342.01 FEET, A DISTANCE OF 312.80 FEET, THENCE SOUTH 0 DEGREES 14 MINUTES EAST. A DISTANCE OF 224.21 FEET, THENCE NORTH 76 DEGREES 41 MINUTES WEST, A DISTANCE OF 3.0 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART OF THE AFOREDESCRIBED PROPERTY LYING WITHIN THE RIGHT OF WAY OF THE CONNECTING ROAD BETWEEN U.S. 20 AND ROUTE 59, BEING SITUATED IN HANOVER TOWNSHIP, IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 28 AND RUNNING THENCE ON AN ILLINOIS STATE PLANE COORDINATE SYSTEM, 1927 DATUM, EAST ZONE GRID BEARING OF SOUTH 0 DEGREES 08 MINUTES 38 SECONDS EAST ON THE WEST LINE OF SAID NORTHEAST 1/4 2,662.50 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST

1/4 THENCE NORTH 88 DEGREES 41 MINUTES 08 SECONDS EAST ON THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 28 A DISTANCE OF 1768.60 FEET TO THE SOUTHWESTERLY LINE OF U.S. ROUTE 20, SAID POINT BEING ON A 2,296.05 FOOT RADIUS CURVE THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 21 DEGREES 17 MINUTES 07 SECONDS EAST FROM SAID POINT; THENCE SOUTHEASTERLY ALONG SAID CURVE 263.98 FEET, CENTRAL ANGLE 6 DEGREES 35 MINUTES 15 SECONDS TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 36.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, CENTRAL ANGLE 65 DEGREES 56 MINUTES 41 SECONDS 54.00 FEET TO A POINT OF REVERSE CURVATURE (SAID POINT OF REVERSE CURVATURE BEING ON THE WESTERLY LINE OF THE CONNECTING ROAD BETWEEN U.S. ROUTE 20 AND STATE ROUTE 59) THENCE (THE FOLLOWING 2 COURSES BEING ALONG THE WESTERLY LINE OF SAID CONNECTING ORADO ALONG A 299.72 FOOT RADIUS CURVE CONCAVE TO THE EAST, CENTRAL ANGLE 21 DEGREES 39 MINUTES 31 SECONDS 113.30 FEET TO THE POINT OF BEGINNING, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 78 DEGREES 59 MINUTES 03 SECONDS EAST FROM SAID POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE 197.92 FEET, CENTRAL ANGLE 37 DEGREES 50 MINUTES 06 SECONDS; THENCE SOUTH 0 DEGREES 22 MINUTES 38 SECONDS EAST 224.28 FEET, THENCE NORTH 85 DEGREES, 28 MINUTES 35 SECONDS WEST 16.30 FEET TO A POINT ON A 300.00 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 67 DEGREES 36 MINUTES 10 SECONDS EAST FROM SAID POINT, THENCE NORTHERLY ALONG SAID CURVE 59.59 FEET, CENTRAL ANGLE 11 DEGREES 22 MINUTES 53 SECONDS, THENCE NORTH 11 DEGREES 00 MINUTES 57 SECONDS WEST ALONG TANGENT 340.71 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND ALSO INCLUDING THAT PART OF IL ROUTE 59 (SUTTON ROAD) AND U.S. ROUTE 20 (LAKE STREET) LYING ALONG AND ADJOINING THE ABOVE DESCRIBED PROPERTY NOT PREVIOUSLY ANNEXED TO THE VILLAGE OF BARTLETT.

ALL THE ABOVE DESCRIBED PROPERTY CONTAINS 140,842 SQUARE FEET OR 3.233 ACRES OF LAND MORE OR LESS.

PIN: 06-28-400-014; and

(the "Territory"), is hereby annexed to the Village of Bartlett, an Illinois municipal corporation of DuPage, Cook and Kane Counties, Illinois.

SECTION TWO: That the Village Clerk is authorized and directed to cause a certified copy of this Ordinance, together with the Plat of Annexation thereof prepared by Mackie Consultants, LLC dated January 26, 2018, last revised February 21, 2018, a copy of which is attached hereto as Exhibit A, the same being an accurate map of the Territory hereby annexed, to be recorded with the Recorder of Deeds and filed with the County Clerk of Cook County, Illinois, and to report such annexation to the election authorities

having jurisdiction in the Territory and the post office branches serving the Territory, within 30 days of such annexation.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED this 17th day of April, 2018

APPROVED this 17th day of April, 2018

Kevin Wallace, Village President

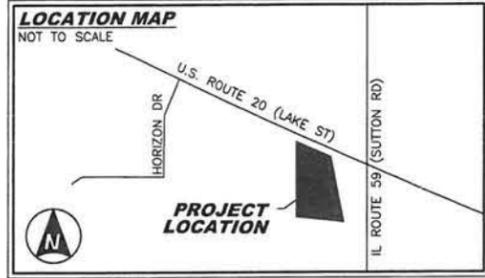
ATTEST:

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 Ordinance 2018-_____, enacted on April 17, 2018 and approved on April 17, 2017, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



PLAT OF ANNEXATION TO THE VILLAGE OF BARTLETT

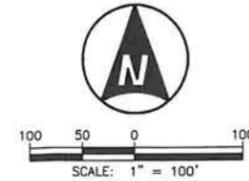
PROPERTY DESCRIPTION:

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EXCEPT THAT PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28 AND RUNNING THENCE ON AN ILLINOIS STATE PLANE COORDINATE SYSTEM, 1927 DATUM, EAST ZONE GRID BEARING OF SOUTH 0 DEGREES 08 MINUTES 38 SECONDS EAST ON THE WEST LINE OF SAID NORTHEAST 1/4 2,662.50 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 THENCE NORTH 88 DEGREES 41 MINUTES 08 SECONDS EAST ON THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 28 A DISTANCE OF 1768.60 FEET TO THE SOUTHWESTERLY LINE OF U.S. ROUTE 20, SAID POINT BEING ON A 2,296.05 FOOT RADIUS CURVE THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 21 DEGREES 07 SECONDS EAST FROM SAID POINT; THENCE SOUTHEASTERLY ALONG SAID CURVE 263.98 FEET, CENTRAL ANGLE 6 DEGREES 35 MINUTES 15 SECONDS TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 36.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, CENTRAL ANGLE 65 DEGREES 56 MINUTES 41 SECONDS 54.00 FEET TO A POINT OF REVERSE CURVATURE (SAID POINT OF REVERSE CURVATURE BEING ON THE WESTERLY LINE OF THE CONNECTING ROAD BETWEEN U.S. ROUTE 20 AND STATE ROUTE 59) THENCE (THE FOLLOWING 2 COURSES BEING ALONG THE WESTERLY LINE OF SAID CONNECTING ROAD) ALONG A 299.72 FOOT RADIUS CURVE CONCAVE TO THE EAST, CENTRAL ANGLE 21 DEGREES 39 MINUTES 31 SECONDS 113.30 FEET TO THE POINT OF BEGINNING, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 78 DEGREES 59 MINUTES 03 SECONDS EAST FROM SAID POINT OF BEGINNING; THENCE 38 CONTINUING SOUTHEASTERLY ALONG SAID CURVE 197.92 FEET, CENTRAL ANGLE 37 DEGREES 50 MINUTES 06 SECONDS; THENCE SOUTH 0 DEGREES 22 MINUTES 38 SECONDS EAST 224.28 FEET, THENCE NORTH 85 DEGREES 28 MINUTES 35 SECONDS WEST 16.30 FEET TO A POINT ON A 300.00 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 67 DEGREES 36 MINUTES 10 SECONDS EAST FROM SAID POINT, THENCE NORTHERLY ALONG SAID CURVE 59.59 FEET, CENTRAL ANGLE 11 DEGREES 22 MINUTES 53 SECONDS, THENCE NORTH 11 DEGREES 00 MINUTES 57 SECONDS WEST ALONG TANGENT 340.71 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND ALSO INCLUDING THAT PART OF IL ROUTE 59 (SUTTON ROAD) AND U.S. ROUTE 20 (LAKE STREET) LYING ALONG AND ADJOINING THE ABOVE DESCRIBED PROPERTY NOT PREVIOUSLY ANNEXED TO THE VILLAGE OF BARTLETT.

ALL THE ABOVE DESCRIBED PROPERTY CONTAINS 140,842 SQUARE FEET OR 3.233 ACRES OF LAND MORE OR LESS.



LEGEND:

- BOUNDARY LINE
- - - EXISTING RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- - - SECTION LINE
- ▨ VILLAGE LIMIT LINE
- R= RADIUS
- L= ARC LENGTH
- C= CENTRAL ANGLE
- (C) CALCULATED

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

THIS IS TO CERTIFY THAT THE VILLAGE OF BARTLETT IS THE LEGAL OWNER OF THE LAND DESCRIBED ON THE SUBJECT PLAT OF ANNEXATION, AND HAVE CAUSED THE SAME TO BE SURVEYED, DEPICTED AND LEGALLY DESCRIBED AS INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH.

DATED THIS _____ DAY OF _____ 20____

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

VILLAGE OF BARTLETT
228 S. MAIN STREET
BARTLETT, ILLINOIS 60103

VILLAGE OF BARTLETT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE

OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, THIS _____ DAY

OF _____ 20____

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

ANNEXATION CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

THIS IS TO CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF THE TERRITORY ANNEXED TO THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS BY ORDINANCE NO. _____

APPROVED ON _____
DATED AT BARTLETT, ILLINOIS THIS _____ DAY OF _____

A.D., 20____

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

PLAT PREPARED FOR AND SUBMITTED BY:

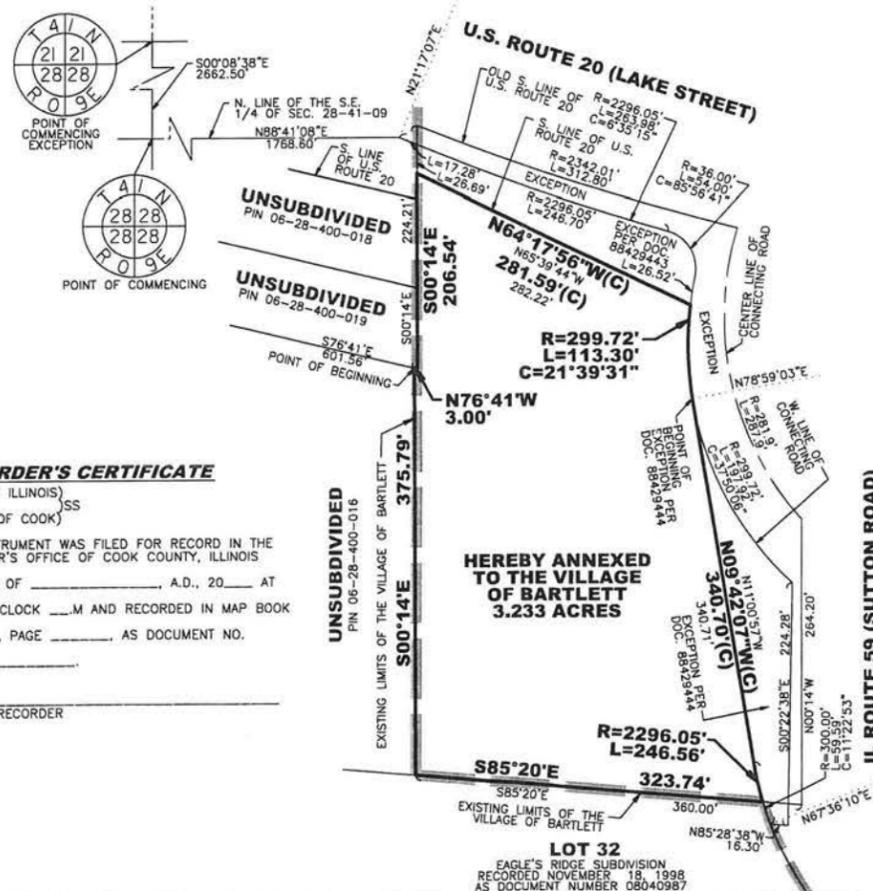
CLIENT:
VILLAGE OF BARTLETT
228 S. MAIN STREET
BARTLETT, IL 60103

RECORDER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS
THIS DAY OF _____, A.D., 20____ AT _____ O'CLOCK _____ M AND RECORDED IN MAP BOOK _____ PAGE _____ AS DOCUMENT NO. _____

BY: _____
COUNTY RECORDER



P.I.N.:
06-28-400-014

NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON IS FROM A WARRANTY DEED RECORDED OCTOBER 27, 2004 AS DOCUMENT NUMBER 0430102198.
2. ALL DIMENSIONS, BEARINGS AND ANGLES ARE RECORD BASED ON WARRANTY DEED RECORDED SEPTEMBER 20, 1988 AS DOCUMENT NUMBER 88429443 AND WARRANTY DEED RECORDED OCTOBER 27, 2004 AS DOCUMENT NUMBER 0430102198.
3. ZONING INFORMATION SHOWN HEREON IS BASED UPON THE VILLAGE OF BARTLETT, ILLINOIS OFFICIAL ZONING MAP 2017 ADOPTED ON FEBRUARY 21, 2017.
4. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
5. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

THIS PLAT WAS PREPARED FROM EXISTING PLATS AND RECORDS BY MACKIE CONSULTANTS, LLC, ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-002694, UNDER THE DIRECTION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR FOR THE PURPOSE OF GRANTING AN EASEMENT AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID EXISTING PLATS AND RECORDS.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____ A.D. 20____

DALE A. GRAY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003057
LICENSE EXPIRES: NOVEMBER 30, 2018



Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

DATE	DESCRIPTION OF REVISION	BY	SCALE
02/21/18	PER VILLAGE REVIEW	GKF	DATE 01/26/18
02/13/18	REVISED PER ADDITIONAL DOCUMENTS RECEIVED	GKF	SCALE 1"=100'

DESIGNED _____
DRAWN GKF
APPROVED DAG
DATE 01/26/18
SCALE 1"=100'

**PLAT OF ANNEXATION
SOUTHWEST CORNER OF LAKE STREET
AND SUTTON ROAD
UNINCORPORATED COOK COUNTY, ILLINOIS**

SHEET	
1	OF 1
PROJECT NUMBER:	3416
© MACKIE CONSULTANTS LLC, 2018	
ILLINOIS FIRM LICENSE 184-002694	



Agenda Item Executive Summary

Item Name Resolution for Entering into Contract with BJP Committee
Real Estate, LLC or Board Board

BUDGET IMPACT

Amount:	+ \$662,500	Budgeted	N/A
List what fund	General Fund		

EXECUTIVE SUMMARY

In an effort to implement one of the near-term steps in the Downtown Transit Oriented Development (TOD) Plan, the Village Board directed Staff to issue a Request for Proposals for a 1.87-acre parcel owned by the Village along Railroad Avenue.

The site is identified as Opportunity Site E in the TOD Plan, and Staff worked with the Village Attorney to craft a Solicitation of Bids for the site with a due date of February 23, 2018. The Village received one Bid along with a proposed development of one apartment building comprised of forty-one (41) rental units from BJP Real Estate, LLC, doing business as Foxford Communities. The bid exceeded the minimum required bid by \$2,500.

Attached is an Ordinance authorizing the Village to sell and approve a contract with BJP Real Estate, LLC, to sell the land known as "Site E" for a purchase price of \$662,500.

If the Board approves this contract, Foxford Communities will move forward with its application to go through the Village's approval process.

ATTACHMENTS (PLEASE LIST)

Staff Memo, Ordinance Authorizing the Sale of and Approving a Contract to sell vacant property to BJP Real Estate LLC, Foxford Communities' bid and submittal.

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion - I move to approve Ordinance 2018 - _____, an Ordinance authorizing the sale of real estate owned by the Village of Bartlett which is no longer necessary, appropriate, required for the use of, profitable to the Village, or for the best interest of the Village, and approving a contract to sell such vacant land located at the southwest corner of East Railroad and Berteau Avenues, Bartlett.

Staff: Tony Fradin, Economic Development
Coordinator

Date: April 9, 2018

ECONOMIC DEVELOPMENT MEMORANDUM

DATE: April 9, 2018
TO: Paula Schumacher, Village Administrator
FROM: Tony Fradin, Economic Development Coordinator
RE: Request for Proposals for Village Owned Property – “Site E”

REQUEST FOR PROPOSALS:

The Downtown Transit Oriented Development (TOD) Plan identified a 1.87-acre Village owned parcel at the southwest corner of East Railroad Avenue and Berteau Avenue as a near-term development site best suited for rental apartment units. This is both due to overall development trends throughout the Chicago area as well as the Village’s lack of newer rental apartment units. The parcel is known as “Site E” in the TOD Plan.

Staff worked with Village Attorney Mraz to craft a Solicitation of Bids/Request for Qualifications document which was presented to the Committee of the Whole on December 5, 2017, at which time the Committee directed Staff to proceed with the issuance of the document.

It was then posted on the Village website and sent to numerous developers with recent successful experience in Transit-Oriented Development projects in area communities.

FOXFORD COMMUNITIES:

Foxford Communities, an active developer of apartment projects in area communities including Lake Zurich, Oswego, Hawthorn Woods, Countryside, Lake Bluff, Barrington, Glenview and others, submitted the lone bid and submitted all of the required documents for this proposal.

Foxford proposes a 254’ x 77’ building comprised of forty-one (41) rental apartments, with twenty-one (21) two bedroom units and twenty (20) one bedroom units. They propose the one bedroom units renting in the \$1,500 and up range and the two bedroom units renting for \$1,900 and up.

An interesting and creative architectural aspect of their proposal is that the front elevation of the building has been designed to appear to be nine rowhouses rather than a traditional apartment building. Foxford has designed the building in this manner in an effort to create a tasteful transition area between the Bartlett Town Center condo buildings to the west and the Asbury Place townhome development to the east.

Foxford Communities proposes to close on the property for a price of **\$662,500**, which slightly exceeds the minimum \$660,000 price as required for bidders on this Village owned property. Please note that Foxford had requested a closing credit of \$8,000 in

lieu of the Village providing the ALTA survey. Staff has sought a quote to have this work done at a lower price, which will lower the closing credit to \$5,700.

Financials were provided to Village Attorney Mraz for his review.

ACTION REQUESTED:

That the Village Board approve an Ordinance authorizing the sale of real estate owned by the Village and approving a contract to sell such vacant land located at the southwest corner of East Railroad and Berteau Avenues, Bartlett to BJP Real Estate, LLC, for \$662,500.

MOTION:

I move to approve Ordinance 2018 - _____, an Ordinance authorizing the sale of real estate owned by the Village of Bartlett which is no longer necessary, appropriate, required for the use of, profitable to the Village, or for the best interest of the Village, and approving a contract to sell such vacant land located at the southwest corner of East Railroad and Berteau Avenues, Bartlett.

ORDINANCE 2018 - _____

AN ORDINANCE AUTHORIZING THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF BARTLETT WHICH IS NO LONGER NECESSARY, APPROPRIATE, REQUIRED FOR THE USE OF, PROFITABLE TO THE VILLAGE, OR FOR THE BEST INTEREST OF THE VILLAGE, AND APPROVING A CONTRACT TO SELL SUCH VACANT LAND LOCATED AT THE SOUTHWEST CORNER OF EAST RAILROAD AND BERTEAU AVENUES, BARTLETT

WHEREAS, Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1) grants villages the authority to convey real estate which it owns when in the opinion of the corporate authorities the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the village, and when an ordinance granting such power of sale is passed by three-fourths (3/4) of the corporate authorities of the village then holding office at a regular meeting; and

WHEREAS, the Village advertised for bids and solicited statements of qualifications, proposals, proposed preliminary development plans, and contract offers (the "RFQ/RFP/Bid/Plan Proposal and Contract Offer Solicitation") from developers for the vacant Transit Oriented Development Site, 1.8 +/- acres in size, located at the southwest corner of East Railroad Avenue and South Berteau Avenue (the "Subject Property") in which the Village set a minimum bid price equal to 3/4 of the appraised value thereof and included a form of Contract to Purchase Vacant Land; and

WHEREAS, the Village received one statement of qualifications/proposal/bid/plan proposal and contract offer from BJP Real Estate, LLC which met the requirements set forth in its RFQ/RFP/Bid/Plan Proposal and Contract Offer Solicitation, which the Village corporate authorities reviewed publicly at its April 3, 2018 Committee of the Whole meeting; and

WHEREAS, the Contract to Purchase Land offer submitted by BJP Real Estate, LLC (the "Purchaser/Developer") for \$662,500.00 is above the \$660,000 minimum price established by the corporate authorities for the Subject Property in the RFQ/RFP/Bid/Plan Proposal and Contract Offer Solicitation, and is contingent upon, among other things, zoning approval and if necessary, subdivision approval of the Developer's proposed final development plans to develop the Subject Property for the Developer's intended uses consistent with the Purchaser's Proposed Preliminary Development Package;

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

SECTION ONE: The Village President and the Bartlett Board of Trustees (the "Corporate Authorities") hereby find and determine that the Subject Property, which is legally described on Exhibit A, is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the Village of Bartlett.

SECTION TWO: The Contract to Purchase Vacant Land (as modified) between BJP Real Estate, LLC (the "Purchaser/Developer") and the Village of Bartlett (the "Contract") which is attached hereto as Exhibit B, and is expressly incorporated herein, is hereby approved, and upon passage and approval of this Ordinance by three-fourths (3/4) of the corporate authorities, the Village of Bartlett shall have the power to sell and convey the Subject Property to the Purchaser/Developer upon the terms set forth in the Contract. Notwithstanding the approval of the Contract however, nothing contained herein shall be construed in any manner as granting any form of express or tacit zoning or other Village approvals, as the Contract is and remains contingent upon such approvals as set forth in paragraph 32 thereof.

SECTION THREE: Upon satisfaction of all zoning approvals for the Subject Property as evidenced by a duly adopted ordinance of the Village granting zoning approval and approving of the Purchaser's/Developer's final development plans for its proposed development of the Subject Property, which may include an amendment to the Bartlett Downtown Center PUD, amendments to any prior approved site plans and/or PUD plans applicable to the Subject Property approved by Ordinance 2003-123 and/or Ordinance 2005-124, the granting of such special use permits, site plan, preliminary/final plat of subdivision, and/or plat of consolidation approvals as petitioned for by the Developer/Purchaser, the Village President and the Village Clerk are hereby authorized and directed to execute a warranty deed to convey the Subject Property to the said Developer/Purchaser thereof as provided in the Contract; and the Village Attorney is hereby authorized to execute on behalf of the Village such affidavits of title, ALTA statements, declarations of value, HUD-1 settlement statements, closing statements, and escrow instructions necessary to consummate the sale of the Subject Property.

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 be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2018 - _____ 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

EXHIBIT A

LEGAL DESCRIPTION

Lots 11, 12, 13 and 14 in the Bartlett Town Center Subdivision, being a subdivision in the East 1/2 of the Southeast 1/4 of Section 34, and the West 1/2 of the Southeast 1/4 of Section 35, Township 41 North, Range 9, East of the Third Principal Meridian in Cook County, Illinois.



CONTRACT TO PURCHASE VACANT LAND



1. THE PARTIES:

Buyer(s) BJP REAL ESTATE, LLC
Address 12 SALT CREEK LN, WHITE 400 City HINSDALE State IL Zip 60521
Seller(s) Village of Bartlett
Address 228 South Main Street City Bartlett State IL Zip 60103

Buyer and Seller are hereinafter collectively referred to as the "Parties".

2. THE REAL ESTATE: Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the appraised land parcel being approximately 1.8 acre or 81,457 square feet in size; permanent index number of 06-35-315-065 through 068 located at commonly known as the southwest corner of trapezoidal shaped vacant

East Railroad Ave. and South Berneau Ave. City Bartlett
and legally described as follows: Lots 11, 12, 13 and 14 in the Bartlett Town Center Subdivision, being a subdivision in the East 1/2 of the Southeast 1/4 of Section 34, and the West 1/2 of the Southeast 1/4 in Section 35, Township 41 North, Range 9, East of the Third Principal Meridian in Cook County, Illinois. (the "Subject Property")

3. PURCHASE PRICE of \$ 662,500.00 (being not less than \$660,000.00) shall be paid as follows: Initial earnest money of \$ 1,000.00 by (check), (cash), or (note due on) _____

(10% of purchase price) on Seller's attorney's earnest money and the original of this Contract (with copies to Parties) shall be held by the escrow agent, (hereinafter referred to as "Escrowee") for the mutual benefit of Parties. Notwithstanding anything herein to the contrary in this Contract, Escrowee shall be authorized to release the earnest money ONLY upon the receipt of a written direction executed by Parties. The balance of the purchase price, as adjusted by provisions, shall be paid at the closing by certified or cashier's check or check from the title company or mortgage lender.

4. FINANCING CONTINGENCY: This contract is contingent upon Buyer obtaining a written mortgage commitment, with no contingencies therein, on or before _____, for a _____ conventional, or _____ mortgage loan in the amount of \$ _____ with an initial (check one) _____ fixed rate or _____ adjustable rate of interest not to exceed _____ percent amortized over _____ years, and with Buyer's closing points not to exceed _____ percent.

If this transaction includes Seller financing by Articles of Agreement for Deed, the Assumption of Seller's Existing Mortgage or Interim Financing, elect the applicable provisions on page four(4) of this Contract.

If after Buyer has submitted a true application and has otherwise made every reasonable effort to procure a loan commitment as hereinabove described and has been unable to do so and gives written notice thereof to Seller on or before the aforesaid date in accordance with the notice requirement herein, THEN THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT, AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER. IN THE EVENT BUYER FAILS TO GIVE SUCH NOTICE, THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT AND THIS FINANCING CONTINGENCY SHALL BE DEEMED WAIVED BY BUYER.

5. CLOSING AND POSSESSION: Closing shall be on _____, 2016, at Buyer's lending institution. Seller's title company, office of Seller's attorney in the county in which the property is located or as otherwise agreed. Possession shall be tendered on the day of closing. THE CLOSING AND POSSESSION DATE IS LEGALLY SIGNIFICANT TO BUYER AND SELLER. THE PARTIES UNDERSTAND THAT WHEN THIS CONTRACT IS SIGNED BY BOTH BUYER AND SELLER THE CLOSING AND POSSESSION DATE MAY ONLY BE CHANGED BY MUTUAL AGREEMENT OF PARTIES. Seller agrees to deliver possession of the Real Estate in substantially the same condition as it was on the Date of Contract. All refuse shall be removed from the Real Estate at Seller's expense before the date of possession.

6. BUYER'S RIGHT TO DETERMINE: Buyer shall have 120 calendar days after Date of Contract to determine the suitability of the Real Estate for Buyer's intended use including but not limited to: (1) zoning, (2) easements, restrictions and covenants of record, (3) Condominium or Homeowners Association By-laws and (4) flood plain/floodway. In the event Buyer determines the Real Estate is not suitable for Buyer's intended use and gives written notice thereof to Seller within the time specified in accordance with the notice requirement herein, THEN THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT, AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER. IN THE EVENT BUYER FAILS TO GIVE SUCH NOTICE, THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT AND THIS CONDITION SHALL BE DEEMED WAIVED BY BUYER.

7. REAL ESTATE BROKER'S COMMISSION shall be paid shall be paid in accordance with Broker's agreement(s) with the Parties. The brokers in this transaction are as follows:

Listing Office _____ Agent's name _____ Ph: (____) _____
Address _____ Ph: _____ Fax: (____) _____
Selling Office _____ Agent's name _____ Ph: (____) _____
_____ Fax: (____) _____

ADDITIONAL CONDITIONS

Within 60 days of the Date of the Contract,

##

8. **PLAT OF SURVEY:** Seller shall at his expense, furnish a Plat of Survey to Buyer, which is dated not more than six (6) months prior to the date of closing, by an Illinois registered land surveyor, showing all corners staked and no encroachments, measurements of all lot lines, and showing all easements, building line set backs, lanes and any improvements on the Real Estate and distances thereon to all lot lines. If requested, Seller shall provide an affidavit verifying that no changes in improvements have been made since the date of said survey. **RECORDING THE ABOVE MENTIONED STANDARD ENCUMBRANCES FOR ALTA NPS Land**

9. **NOTICE:** All notices required pursuant to this Contract shall be in writing and signed by Seller or Buyer or their attorney of agent and shall be given by: (a) certified or registered mail, return receipt requested, and sent to the Parties at the addresses recited herein, which notice shall be effective on the date of post mark in the U.S. mail or (b) personally served on the Seller or Buyer, and a receipt obtained with the date and time of service, which notice shall be effective upon the date of receipt, or (c) transmission of notice between the parties and their attorneys via facsimile shall be sufficient, provided that the notice transmitted shall be sent on ordinary business days (Monday through Friday, excluding weekends and legal holidays), during ordinary business hours (9:00 a.m. to 5:00 p.m.) and the original of the document transmitted via facsimile shall be sent contemporaneously to the receiving party, postage prepaid first class mail or (d) personal service upon Seller or Buyer, in accordance with the Civil Practice Act of the State of Illinois. Notice to any one of a multiple person party shall be sufficient notice to all. **THE FAILURE OF ANY PARTY TO PROVIDE THEIR ADDRESS HEREIN SHALL BE DEEMED A WAIVER OF THE RIGHT TO RECEIVE NOTICE.**

Alternatively, at the Purchaser's option, the Seller will provide a \$5,700 credit at closing for the ALTA survey.

10. **THE DEED:** Seller shall convey or cause to be conveyed to Buyer, in Joint Tenancy, or to such other parties as Buyer shall direct in writing, by a recordable general Warranty Deed, with release of homestead rights, or by Trustee's Deed, if the Real Estate is in a land trust, and with transfer declaration revenue stamp to be paid by Seller, conveying good, marketable and merchantable title to the Real Estate and subject only to the following permitted exceptions (as stated herein, if any): (a) general Real Estate taxes assessed, but not yet payable at the time of closing, (b) special assessments confirmed after this Contract date, (c) building setback lines and use or occupancy restrictions, (d) covenants, conditions and restrictions of record provided they are not violated or contain a reverter or the right of re-entry, (e) zoning laws and ordinances, (f) easements for public utilities, provided they do not underlie existing improvements except fences and portable sheds, (g) drainage ditches, feeders, laterals and drain tile, dikes or other conduits.

Within 30 days of the Date of the Contract

11. **TITLE:** Seller shall furnish or cause to be furnished to Buyer or Buyer's attorney, at Seller's expense, a Commitment for Title Insurance issued by a Title Insurance company licensed to do business in the State of Illinois, to issue an owner's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) including coverage over Schedule B General Exceptions in the amount of the purchase price covering the date hereof, subject only to the following (a) permitted exceptions as set forth in paragraph No. 10, (b) the exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money at the time of closing (an amount sufficient to secure the release of such title exceptions shall be deducted from the proceeds of sale due Seller at closing, if necessary), and (c) acts done or suffered by or judgments against Buyer, or those claiming by, through or under Buyer, if the title commitment discloses unpermitted encumbrances, or if the Plat of Survey shows any encroachments which are not acceptable to Buyer, then Seller shall have thirty (30) days from the date of delivery thereof to have said encumbrances removed, or to have the title insurer commit to insure against loss of damage that may be caused by such encumbrances or encroachments and the closing date shall be delayed, if necessary, to allow time to have said exceptions waived. If Seller fails to have unpermitted encumbrances waived, or in the alternative, to obtain a commitment for insurance as specified above on or before the expiration of the 30 day period, Seller may terminate the Contract between Parties, or may elect, upon notice to Seller within ten (10) days after the expiration of the 30 day period, to take the title as it then is, with the right to deduct from the purchase price after completion of a definite or ascertainable amount. If Buyer does not elect to accept the Real Estate as provided above, **THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT, AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER.** Buyer, or his lending institution, shall have the right, prior to closing, to place a mortgage on the Real Estate, provided that if this transaction does not close, Buyer will immediately cause his lending institution to remove the mortgage from the Real Estate, and Buyer will deliver a Quit Claim Deed to Seller, and Buyer will otherwise do all things necessary to clear the title to the Real Estate of exceptions created by or attributable to Buyer, at Buyer's expense.

12. **AFFIDAVIT OF TITLE:** Seller shall furnish Buyer at closing an Affidavit of Title covering the date of closing, subject only to those permitted exceptions set forth in paragraph No. 10, and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in a manner specified in paragraph No. 11. In the event that this Contract shall be due to be conveyed by a Land Trustee's Deed, the Affidavit of Title required to be furnished by Seller shall be signed by either the trustee or the beneficiaries of said Trust.

unless exempt from real estate taxes

13. **PROVISIONS:** The general Real Estate taxes shall be prorated as of the date of closing upon the basis of the tax assessor's latest assessment, multiplied by the latest known tax rate, and latest known equalization factors. **Property taxes shall be prorated through the date of closing, and shall be paid by the Buyer.** All provisions shall be prorated as of the date of closing and shall be final unless otherwise agreed in writing between Seller and Buyer.

14. **INTERNAL REVENUE CODE REQUIREMENTS:** Parties agree to furnish, execute and deliver all documentation and information to comply with the reporting requirements of Section 645(e) and Section 1446 of the Internal Revenue Code.

15. **PERFORMANCE AND DEFAULT:** Time is of the essence in this Contract. If Buyer fails to perform in accordance with this Contract, then at the option of Seller, and upon the written notice to Buyer, the earnest money shall be forfeited by Buyer as liquidated damages and this Contract shall thereupon terminate, or Seller may refuse to accept the earnest money as liquidated damages, and pursue any and all legal remedies that may be available in law and equity against Buyer. If Seller fails to perform in accordance with this Contract, then the earnest money shall be refunded to Buyer and Buyer may pursue any and all legal remedies against Seller that are available in law and equity. In addition, the non-prevailing Party shall pay all reasonable attorney fees and costs incurred by the prevailing Party in enforcing the terms and provisions of this Contract, including tortious or specific performance or any other remedy, or in defending any proceeding to which Buyer or Seller is made a party as a result of any act or omission of the other Party.

16. **DAMAGE OF REAL ESTATE PRIOR TO CLOSING:** If prior to delivery of the deed hereunder, Real Estate shall be materially damaged, or is taken by condemnation, then Buyer shall have the option of terminating this Contract and receiving a refund of earnest money or of accepting the Real Estate as damaged together with the proceeds of any insurance payable as a result of the damage, which proceeds Seller agrees to assign to Buyer. In no event shall Seller be obligated to repair or replace any damage.

17. **SELLER REPRESENTATIONS:** Seller, or its beneficiaries, or agents, warrant that no notice has been received from any state or local governmental authority of any zoning, building or health code violations, or of any pending rezoning, or of any special assessment proceedings affecting the Real Estate.

18. **REAL ESTATE SETTLEMENT PROCEDURES ACT OF 1974:** The Buyer and Seller will comply with the Real Estate Settlement Procedures Act of 1974, as amended, and will furnish all information required for compliance therewith.

19. **ESCROW CLOSING:** At the election of Parties, not less than 5 days prior to the closing, this sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions of the usual form of Deed and Money Escrow Agreement as agreed upon between Parties, with provisions inserted in the Escrow Agreement as may be required to conform with this Contract. Upon the creation of such an escrow, existing herein to the contrary notwithstanding, the payment of the purchase price and delivery of deed and other documents required to be delivered by this Contract, shall be made through the escrow, provided that Buyer shall, in addition, deposit in the escrow, a Quit Claim Deed to Seller reconveying the subject Real Estate. The cost of the escrow shall be paid by the party requesting the escrow.

20. **DATE OF THE CONTRACT AND SIGNATURES:** The date of the Contract shall be deemed to be the date of acceptance. Facsimile signatures shall be sufficient for purposes of executing, negotiating and finalizing this Contract.

THE PRINTED MATTER OF THIS CONTRACT HAS BEEN PREPARED BY THE FOX VALLEY ASSOCIATION OF REALTORS AND THE TRI-CITY ATTORNEYS COMMITTEE OF THE HANE COUNTY BAR ASSOCIATION. THIS FORM IS APPROPRIATE IN MANY BUT NOT ALL CIRCUMSTANCES, THEREFORE YOU MAY WISH TO CONSULT AN ATTORNEY BEFORE SIGNING. THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY THE PARTIES.

CAUTION: Seller and Buyer are hereby advised that unadvised vacant land presents unique and complex legal circumstances and therefore, consultation with an attorney is strongly recommended before signing this Contract.

Date of Offer 2/23/18
Buyer BJP REAL ESTATE LLC
Federal Tax I.D. #
Buyer [Signature]
Federal Tax I.D. # PETER J. BRENNAN
MANAGER

Date of Acceptance
Seller
Federal Tax I.D. #
Seller
Federal Tax I.D. #

THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS
APPLY ONLY IF INITIALED BY ALL PARTIES

PP

21. **RIGHT TO CONSULT WITH ATTORNEY:** Each Party has the right to consult with an Attorney. The Parties shall make every reasonable effort to consult with an Attorney within the time specified. The purpose of such consultation is to review the legal rights and responsibilities of each Party under this Contract.

Each Party, through their attorney, has the right by written notice within eight (8) calendar days of the Date of Contract (including the Date of Contract), to propose revisions to this Contract (other than the purchase price, closing and possession dates) and to agree upon any such revisions, a copy of any such revisions shall be provided to all Parties including the Brokers.

If Parties have not agreed in writing to such revisions within eight (8) calendar days of the Date of Contract (including the Date of Contract), then this Contract shall terminate and the earnest money shall be refunded to Buyer. FAILURE TO PROPOSE ANY WRITTEN REVISIONS WITHIN THE TIME SPECIFIED ABOVE SHALL BE DEEMED A WAIVER OF THIS PROVISION AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

Attorneys for the respective Parties will be:

Buyer's Attorney

RICHARD GHERARD
GHERARD KALINA & BUTKUS
310 S. COUNTY FARM RD, SUITE H
WHEATON, IL 60540
(630) 698-4700

Seller's Attorney

Bryan E. Mraz
Bryan E. Mraz & Associates, P.C.
111 EAST IRVING PARK ROAD
ROSELLE, ILLINOIS, 60172
Ph. 630-539-2541 bem@mrazlaw.com

PP

22. **SOIL/PERCOLATION TEST CONTINGENCY:** This Contract is contingent upon the Buyer obtaining at his own expense, within 60 calendar days after the Date of Contract a Soil Test and/or a Percolation Test to determine if the lot is suitable for the construction of the Buyer's intended improvement and a septic system thereon in accordance with the applicable ordinances of the local, city, county or state governmental agency:

(check one or both as applicable)

(a) A written soil test report that discloses that the water table of the Real Estate and the sub-surface condition of the soil is suitable for the construction of the structure contemplated by the Buyer without the necessity of any of the following: fill, gravel, any other material, treatment, mechanical composition of the soil, any additional supports or construction costs for the foundation and basement.

A written percolation test report that discloses that the sub-surface soils are equal to or better than the minimum standards for the installation of a septic system designed for the lot in a location acceptable to Buyer without any unusual or extra cost for design or installation.

The Buyer, or his inspectors, shall have permission to go onto the Real Estate for the purpose of making the aforesaid tests. Buyer shall conduct such tests in a manner so as not to damage the Real Estate or any trees, shrubs, drainage tile or any improvements on or in the Real Estate, and Buyer shall, if he does not purchase the Real Estate, refill any holes and repair any damage done to the Real Estate. Buyer shall hold Seller harmless from and against any loss or damage to the Real Estate or any person who is injured as a result of any negligence or willful act of Buyer or the inspectors which causes personal injury to any person on the Real Estate.

If the written report discloses an unsatisfactory condition, then Buyer will give written notice of same to Seller together with a copy of the written report and Buyer may at his sole option TERMINATE THIS CONTRACT AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY BUYER AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

23. **SPOUSE APPROVAL:** This Contract is contingent upon and subject to the approval of the Real Estate by Buyer's spouse within calendar days after the Date of the Contract. In the event Buyer's spouse does not approve of the Real Estate and writes notice thereof to give to Seller within the time specified, THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT, AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY BUYER AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

24. **SALE OF BUYER'S HOME CONTINGENCY:** This Contract is contingent upon Buyer securing a signed sales contract on Buyer's home on or before 18 , which provides for a closing date not later than the closing date set forth in this Contract. Buyer shall list their home (if not presently listed) listed at for the term of this contingency with a licensed Real Estate broker within hours after acceptance of this contract.

If Buyer is unable to secure a signed sales contract to sell Buyer's home by the date specified herein and do not give Seller notice thereof on or before said date in writing, THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER. IF BUYER FAILS TO NOTIFY SELLER WITHIN THE TIME SPECIFIED HEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS SECURED SUCH A CONTRACT TO SELL HIS HOME OR WILL PURCHASE THE REAL ESTATE WITHOUT THE SALE OF HIS HOME.

In the event Seller receives an acceptable bona fide offer to purchase the Real Estate, which offer does not contain a contingency as set forth in this provision, Seller shall serve notice upon Buyer of his intent to accept the third party offer. Seller's notice to Buyer shall specify the person or persons (and address) to receive Buyer's response within the time specified. Upon receipt of Seller's notice, Buyer may do one of the following within hours:

I. Remove ALL contingencies contained in this Contract (INCLUDING FINANCING CONTINGENCY) by delivering a signed written notice (Buyer's notice) to Seller, and if Buyer so removes said contingencies, this Contract remains in full force and effect; or

II. If such contingencies are not so removed within said time period by Buyer, THIS CONTRACT SHALL TERMINATE UPON EXPIRATION OF THE TIME PERIOD AND BE OF NO FURTHER FORCE AND EFFECT AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER.

25. CLOSING OF BUYER'S HOME CONTINGENCY: This Contract is contingent upon buyer's closing the sale of Buyer's home on or before _____ 19____ Buyer has/had not (delete one) entered into a Contract for the sale of Buyer's home.

If Buyer is unable to close the sale of Buyer's home by the date specified herein and so notifies Seller thereof on or before said date in writing, THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER. IF BUYER FAILS TO NOTIFY SELLER WITHIN THE TIME SPECIFIED HEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER WILL CLOSE ON THE SALE OF HIS HOME OR WILL PURCHASE THE REAL ESTATE WITHOUT THE SALE OF HIS HOME.

In the event Seller receives an acceptable bona fide offer to purchase the Real Estate, which offer does not contain a contingency as set forth in this provision, Seller shall serve notice upon Buyer of his intent to accept the third party offer. Seller's notice to Buyer shall specify the person or persons (and address) to receive Buyer's response within the time specified. Upon receipt of Seller's notice, Buyer may do any of the following within _____ hours:

i. Remove ALL contingencies contained in this Contract (INCLUDING FINANCING CONTINGENCY) by delivering a signed written notice (Buyer's notice) to Seller, and if Buyer so removes said contingencies, this Contract remains in full force and effect; or

ii. If such contingencies are not so removed within said time period by Buyer, THIS CONTRACT SHALL TERMINATE UPON EXPIRATION OF THE TIME PERIOD AND BE OF NO FURTHER FORCE AND EFFECT AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER.

For the purpose of Provision 25 and Provision 26, notice shall be in writing and deemed served upon receipt by Buyer or Buyer's designated agent for services only, at set forth below and in accordance with paragraph No. 9(b) of this Contract. In the event Buyer does not presently reside within Kane County, IL or Buyer is inaccessible to service, Buyer shall designate an agent to receive notice of Seller's intent consistent with this provision. Buyer's agent shall reside within Kane County, IL and shall be accessible for receipt of notice. Notice to Buyer's agent in this instance only, shall be deemed notice to Buyer.

Buyer's designated agent

26. CANCELLATION OF PRIOR CONTRACT: If Seller has entered into another contract prior to this Contract ("prior contract") with purchaser other than Buyer herein, this Contract shall be subject to the termination and cancellation of the prior Contract dated _____ 19____ by and between the undersigned as Seller, and _____ 19____ as purchaser, on or before _____ 19____. In the event the Prior Contract is not terminated or cancelled within the time specified, THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT, AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER.

27. INTERIM FINANCING CONTINGENCY: This Contract is contingent upon Buyer obtaining interim financing. The commitment shall be secured by _____ 19____ to the amount of \$_____.

If Buyer is unable to secure the interim financing commitment and gives written notice thereof to Seller within the time specified herein, THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT, AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO, AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

28. ASSUMPTION CONTINGENCY: Buyer shall assume and agree to pay with/without (delete one) release of Seller's liability, the existing indebtedness on the Real Estate having an unpaid balance of approximately \$_____ bearing an annual interest rate of _____% for an original term of _____ years, provided the terms of said mortgage do not permit the mortgagee at his election to accelerate the mortgage indebtedness payments, provided further that Buyer furnish current credit information acceptable to Seller and, if necessary, to Seller's lender. Buyer shall pay any assumption fee. Seller shall promptly furnish Buyer copies of all pertinent documents upon request. Should Buyer be denied the privilege of assuming the existing loan in accordance with the terms hereof, unless Buyer is also applying for an alternative source of financing, Buyer shall give written notice of such denial on or before _____ 19____. THEN THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT AND THE EARNEST MONEY SHALL BE REFUNDED TO BUYER.

If, prior to closing, Seller has not been released from liability, Buyer shall execute at closing an assumption agreement in recordable form which shall indemnify, defend and hold Seller harmless from liability arising from Buyer's default. Buyer shall not sell the Real Estate to a third party under mortgage assumption terms without prior written consent of Seller unless Seller shall have been released from liability under said mortgage.

29. ARTICLES OF AGREEMENT FOR DEED: If the terms of any mortgage now of record against the Real Estate do not permit the mortgagee to accelerate the unpaid balance of the note secured by the mortgage, Articles of Agreement for Deed acceptable to Parties and their attorneys shall be prepared by Seller's attorney for the respective parties on or before _____ 19____ consistent with the following format:

Downpayment (including earnest money)	\$
Date of first payment: _____	
Date of final payment: _____	
Date of possession: _____	
Monthly payment (Principal and interest):	\$
Tax reserve (1/12 of estimated bill):	\$
Insurance reserve (1/12 of estimated premium)	\$
Total Monthly Payment:	\$

The amount of any monthly payment representing principal and interest is a sum which will amortize the contract balance of \$_____ at an interest rate of _____% over a period of _____ years with a balloon payment in _____ years.

It is agreed by the Parties that they shall not be legally obligated to the aforesaid suggested terms unless and until Articles of Agreement for Deed are approved and signed.

30. INTEREST BEARING ACCOUNT: Earnest money in the amount of \$2500.00 or more shall be held in a federally insured interest bearing account at a financial institution designated by Seller's agent. All interest earned on the earnest money shall accrue to the benefit of Buyer and is to be paid to Buyer at the time of closing or upon the termination of this Contract, unless Buyer has defaulted and Seller has accepted the earnest money as liquidated damages, in which case the interest shall accrue to Seller.

PB

PB

31. MUNICIPAL APPROVAL. This Contract is contingent upon the adoption of an ordinance passed by three-fourths of the corporate authorities of the Village of Bartlett determining that the Subject Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the Village.

32. This Contract is contingent upon zoning approval, and if necessary, subdivision approval, by the Village corporate authorities within 150 days of the Date of Contract of Purchaser's final development plans, including (A) the amendment of the Bartlett Downtown Center Planned Unit Development, including the amendment of any and all prior approved site plans and/or PUD plans applicable to the Subject Property and previously approved by Ordinance 2003-129 and/or Ordinance 2005-124; and (B) grant of such special use permits, variations, site plan approvals, PUD plan and preliminary/final plat of subdivision or consolidation as Purchaser deems necessary to develop the Subject Property for its intended uses consistent with Purchaser's Proposed Preliminary Development Package.

R

Village of Bartlett

Transit-Oriented Development Site

February 23, 2018

Foxford Communities

12 Salt Creek Ln
Suite 400
Hinsdale, IL 60521

Statement of Qualifications:

A. Management Summary.

Foxford Communities desires to fully participate in the Bid/Development Proposal process for the Village of Bartlett's Transit-Oriented Development Site.

Developer/Owner:

BJP Real Estate or affiliate
Managing Partner: Peter Brennan
12 Salt Creek Lane, Suite 400
Hinsdale, IL 60521
Phone: (630) 887-1705
Fax: (630) 887-1749

Point of Contact:

Tim Kellogg
E-mail: tkellogg@templeton-pc.com

B. Team Experience.

See **EXHIBIT A: Team Experience**

C. Key Personnel & Management Structure.

Peter Brennan, Managing Partner
30 years executive management, land development, & building experience

Tim Kellogg, Point of Contact & Project Supervision
22 years land development, government approvals, & design experience

Emo Barbieri, Land Development Management
34 years land development & construction management experience

D. Development Team Qualifications & Organization.

Architect:

Miniscalco Architects, Ltd.
712 Kipling Court
Roselle, IL 60172
Contact: Emilio Miniscalco

General Contractor:

Capital Custom Homes, Inc.
Pamela Ct
4591 Long Grove, IL 60047
Contact: Larry Crone

Foxford Communities currently is utilizing Miniscalco Architects, Ltd. and Capital Custom Homes, Inc. for design and construction of our Somerset by the Lakes apartment development in Lake Zurich, which is the basis for our Bartlett Transit-Oriented Development Site design. Key Personnel and Development Team will have similar roles with this project.

E. References.

Foxford Communities currently is building Somerset by the Lake, which is a 48-apartment development in downtown Lake Zurich. The development is comprised of two buildings of 24 units each and will have a total cost of approximately \$8,000,000. The first building is anticipated to be completed in late June/early July of this year, with the second building completion to follow in late summer. See

See EXHIBIT C: Final Building Elevations & Preliminary Color Rendering

Note that as is proposed for Bartlett, the back elevation is similar to the front elevation, creating 4-sided architectural character. Also, the Bartlett building will have similar side elevations.

Please feel free to contact anyone at the Village of Lake Zurich, including the following two Directors with whom we had the most interaction throughout the entitlement, approval, and closing process.

Village of Lake Zurich Contacts:

Sarosh Saher
Director of Community Development
Phone: (847) 540-1754

Mike Brown
Director of Public Works
Phone: (847) 540-5066

F. Supporting Data.

The property for our Somerset by the Lake apartments was purchased from the Village of Lake Zurich in a similar manner to what is proposed for the Village of Bartlett, where there was no TIF or other form of municipal financing. This project has truly exemplified our ability to work with a community in a spirit of partnership. We began construction shortly after receiving building permits and then closing on the property with surety in place, assuring the Village that the property would not remain undeveloped and that our mutual vision would be realized.

Proposed Preliminary Development Package

A. Developer's Vision.

See **EXHIBIT B: Building Elevation, Site Plan, and Concept Engineering Plan**

We envision our development bringing additional energy and economic growth to downtown Bartlett by providing an opportunity for new residents to enjoy the benefits of living downtown and in the process supporting local business owners, including

restaurants, shops, and service providers. Our apartment building will front energetic East Railroad Avenue and have a downtown urban rowhouse feel, with the parking being in back of the building. The current concept plan shows a total of 71 parking stalls for a ratio of 1.73 spaces per unit.

Our architecture will complement the existing residential developments, serving as a transition between the Ashbury Place rowhouses to the east and the Bartlett Town Center to the west. The exterior will consist high-quality building materials, including masonry, concrete-board siding, and architectural-grade shingles. The approximately 254' x 77' building will contain a total of 41 rental apartments, with 21 having two bedrooms and 20 having one bedroom. Preliminarily, we are considering 1-bedroom apartments rental rates to start in the \$1500's and up per month. The 2-bedroom apartments are projected to be in the \$1900's and up per month.

Being less than 500 feet from the Village's commuter rail station, we feel that these homes will appeal to young professionals, empty nesters, and others who want to have the conveniences of easy access to Chicago while living in the heart of a more intimate downtown.

Note that while there are 7 apartments across the length of the apartment building, the elevation has been designed to appear to be 9 rowhouses, creating additional architectural interest (See Exhibit D). Also, please refer to the Somerset by the Lake elevations (See Exhibit C) for the side view.

B. Purchase Offer.

Foxford Communities proposes to closed on the property for a price of **\$662,500** within 30 days of receipt of the building permit and with all surety required by ordinance in place, assuring the Village that the property will not remain undeveloped and that our mutual vision will be realized.

\$5,700.00

In lieu of Bartlett providing the ALTA Survey, Foxford Communities ^{Initial} requests that Bartlett credit Foxford Communities ~~\$2,000.00~~ at closing. This benefits both parties, as 60 days from Contract execution is too long for Foxford Communities to wait for the survey work necessary to start accurate site design and the Village will not be out of pocket for the expense.

C. Projected Budget & Ability to Finance.

Projected Budget: \$6,800,000

Ability to Finance: Sealed envelope addressed to Bryan Mraz, Village Attorney

It is important to note that during and after the recent great recession, no properties owned by Foxford Communities, any affiliates, or its partners were foreclosed upon, abandoned, or taken back by a bank. We feel that there are few other organizations that can make a similar statement, no matter their current representation as to their ability to finance.

D. Estimated Project Timetable.

1. Bartlett provides Commitment for Title Insurance	Contract + 30 days
2. Soils tests completed	Contract + 60 days
3. Bartlett provides ALTA Survey	Contract + 60 days
4. Zoning & PUD Amendment submittal*	Contract + 90 days
5. Zoning & Town Center PUD Amendment Approvals	Item 3 + 30 days
6. Submittal of Final Site & Architecture Design Plans	Item 4 + 45 days
7. Approval of Final Design Plans & Building Permit	Item 5 + 30 days
8. Closing on property	Item 6 + 15 days
9. Site development groundbreaking	Item 7 + 15 days
10. Building construction begins	Item 8 + 45 days
11. Certificate of Occupancy	Item 9 + 360 days

* Includes estimated 30-day delay due to Contract + 60-day wait to receive survey from the Village needed for Foxford Communities to provide accurate site design

Note:

This timetable is an estimate and does not take into account delays outside of Foxford Communities control including, but not limited to, weather and material/labor shortage.

Purchase and Sale Agreement

See EXHIBIT E: Contract to Purchase Vacant Land

Thank you for the opportunity to provide this proposal for the purchase and completion of Bartlett's Transit-Oriented Development Site. If any additional information is needed, please reach out to Tim Kellogg and he will be happy to assist you.

Very truly yours,



Peter Brennan
Managing Partner

Memorandum

To: Scott Skrycki, Assistant to the Administrator
From: Sam Hughes, Management Analyst
Date: 4/9/2018
Re: Ignite the Courage Road Closure Request

Ignite the Courage is requesting a permit to allow for the closure of North Ave. between Oak Ave. and Elroy Ave. between the hours of 8:00 a.m. and 3:30 p.m. on Saturday, August 11th.

The organization would like to host their annual car show from 9:00 a.m. to 3:00 p.m. Cars will enter off of N. Eastern Ave. and proceed either west or east on North Ave. Cars will be parked diagonally on both sides of the street along the curb. Ignite the Courage has reached out to the residents directly affected by the road closure and have not received any negative feedback.

Attached, you will find a letter from the requester, a map of the road closure and the appropriate certificate of insurance are attached. The certificate of insurance has been submitted and approved by the Village attorney.

Motion

I move to approve the road closure request from Ignite the Courage, for Saturday, August 11 from 8:00 a.m. to 3:30 p.m. on North Ave. from Oak Ave. to Elroy Ave.



234 N. Oak Ave
Bartlett, IL 60103
224.385.4572

IGNITETHECOURAGE.ORG

March 9, 2018

Village Board of Trustees

228 S. Main St

Bartlett, IL 60103

Re: Road Closure

Dear Village Board of Trustees,

Ignite the Courage will be hosting the Bartlett Summer Festival on August 10th and 11th at Bartlett Park. We are requesting the closure of North Ave between Oak Ave and Elroy Ave for the purpose of hosting our annual car show as part of the festival activities. The car show will take place on Saturday, August 11th from 9 am to 3pm.

We are requesting to have the road closed from 8 am to 3:30pm. Cars will enter off of N. Eastern Ave and proceed either west or east on North Ave. Cars will be parked diagonally on both sides of the street along the curb. At the conclusion of the show, cars west of Eastern Ave will exit onto Oak Ave and cars east of Eastern will proceed down North Ave.

We will make contact with every resident that is directly affected by the road closure in the weeks leading up to the fest. Last year we provided the affected residents with festival food vouchers for the inconvenience that we had caused them. We plan on making a similar gesture to the residents again this year.

Thank you for taking the time to review our request.

Sincerely,

Nick McLeod

Event Director



2018 North Ave Car Show

- Red: Road Closure (car show area)
- Blue: Show car entrance
- Yellow: Bartlett Summer Festival

Village of Bartlett
Finance Department Memo
2018 - 11

DATE: April 9, 2018
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: Reservation of 2018 IRB Volume Cap

Attached is an Ordinance reserving the Village's 2018 Industrial Revenue Bond (IRB) Volume Cap. The Village has the ability to pledge its tax exempt authority so a business may issue debt/bonds to finance projects on a tax exempt basis. IRB's are structured so that the Village has no liability for re-payment of the bonds. Volume Cap must be allocated by April 30th or it reverts to the State and there is no possibility of the Village transferring or for granting its allocation to a local project.

In 2017, the Village transferred all of its volume cap to the Illinois Finance Authority (IFA) in support of Muirfield West LLC (Camcraft, Inc. and Matrix Design, LLC Project) and an Industrial Revenue Bond issuance to finance the construction and equipping of a new manufacturing facility in the Brewster Creek Business Park.

While there is no guarantee that the cap will be used, the attached Ordinance will allow us to reserve our allocation for the remainder of the year.

MOTION: I move to approve Ordinance 2018-_____, an ordinance reserving 2018 Volume Cap for private activity bond issues and related matters.

ORDINANCE 2018-

AN ORDINANCE RESERVING 2018 VOLUME CAP FOR PRIVATE ACTIVITY BOND ISSUES AND RELATED MATTERS

WHEREAS, the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "*Municipality*"), is a municipality and a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, according to an official Bureau of the Census population estimate set forth in the State of Illinois Allocation of Bonding Authority in Accordance with the Tax Reform Act of 1986 and the Guidelines and Procedures for the Allocation of Private Activity Bonding Authority in Accordance with the Tax Reform Act of 1986 and 30 ILCS 345 of the Office of the Governor, effective January 1, 2018 (the "*Guidelines and Procedures*"), the most recent census estimate of resident population of the Municipality is 41,208, providing the Municipality with a volume cap of \$4,326,840 for the year 2018; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (the "*Code*"), provides that such volume cap may be reserved and allocated to certain tax-exempt private activity bonds; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 *Illinois Compiled Statutes 2004*, 345/1 *et seq.*, (the "*Act*"), as supplemented and amended, and the Guidelines and Procedures, provide that a home rule unit of government may reserve its allocation of volume cap or may transfer its allocation of volume cap to any other home rule unit of government, the State of Illinois or any agency thereof or any non-home rule unit of government; and

WHEREAS, it is now deemed necessary and desirable by the Municipality to reserve its entire volume cap allocation for calendar year 2018 to be applied toward the issuance of private activity bonds, or to transfer such volume cap allocation, as permitted by this Ordinance;

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED, the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, in the exercise of its home rule powers, as follows:

SECTION ONE: That, pursuant to the power and authority granted by and under Section 6 of Article VII of the 1970 Constitution of the State of Illinois, Section 146 of the Code, the Act and the Guidelines and Procedures, the Municipality hereby reserves volume cap in the principal amount of \$4,326,840, which is all of the volume cap of the Municipality for the year 2018. Such volume cap shall be applied toward the issuance of private activity bonds or shall be transferred as directed by the President or any other proper officer or employee of the Municipality without any further action required on the part of the Municipality, and the adoption of this Ordinance shall be deemed to be an allocation of such volume cap to the issuance of such bonds; provided, that any transfer

of volume cap shall be evidenced by a written instrument executed by the President or any other proper officer or employee of the Municipality.

SECTION 2. That the President, the Village Clerk and all other proper officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to further the purposes and intent of this Ordinance.

SECTION 3. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this Ordinance.

SECTION 4. That all ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect upon its adoption and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 17, 2018

APPROVED: April 17, 2018

Kevin Wallace, Village President
Village of Bartlett, Cook, DuPage and Kane
Counties, Illinois

Recorded in the Municipality Records on April 17, 2018
Published in pamphlet form on April 18, 2018

Lorna Gilles, Village Clerk
Village of Bartlett, Cook, DuPage and Kane Counties, Illinois

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 Ordinance 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

April 18, 2018

Governor's Office of Management and Budget
Debt Management Unit – Volume Cap Submission
Attn: Sophia Ronis
JRTC, 100 W. Randolph Street – Suite 15-100
Chicago, IL 60601

Attention: Debt Management Unit

Re: Issuer: Village of Bartlett, Cook DuPage and Kane
Counties, Illinois

Total 2018 Volume Cap Allocation: \$4,326,840

Volume Cap allocations granted, transferred, or reserved by Issuer
ordinance prior to May 1, 2018:

RESERVED: \$4,326,840

A copy of the reservation Ordinance 2018- is attached.

Sincerely,

Kevin Wallace, Village President
Village of Bartlett, Cook, DuPage
and Kane Counties, Illinois
(630) 837-0800

KW/lg
Attachment

Village of Bartlett
Finance Department Memo
2018 - 10

DATE: April 9, 2018
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: Repealing Municipal Utility Tax Rebates

The municipal utility tax rebate program was put into place with the additional of the municipal natural gas and electricity use taxes. With the repeal of these taxes, the rebate program will also be repealed. The last rebates will be sent out the summer of 2018 for taxes collected during the 2017/18 fiscal year. Attached is a resolution to discontinue the Municipal Utility Tax Rebates for Senior Citizens (Electric and Natural Gas).

Motion: I move to approve Resolution # _____ A resolution to repeal the Municipal Utility Tax Rebates for Senior Citizens (Electric and Natural Gas).

RESOLUTION 2018- -R

**A RESOLUTION REPEALING PROCEDURES FOR
MUNICIPAL UTILITY TAX REBATES FOR SENIOR CITIZENS
(ELECTRIC AND NATURAL GAS)**

WHEREAS, the Village of Bartlett, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois, has a population of more than 25,000 persons and is, therefore, 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, the Village Board repealed the municipal electricity use tax and the natural gas use tax on April 3, 2018; and

WHEREAS, a process for administering said senior citizens rebates had been prepared by Village Staff in the form of rebate guidelines (the "Senior Citizen Rebate Guidelines");

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 municipal utility tax rebate process for senior citizens as set forth in the Municipal Electricity and Natural Gas Tax Senior Citizens Rebate Program is hereby repealed effective December 31, 2018.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: 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- -R enacted on April 17, 2018, approved on April 17, 2018, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name Apple Blossom Run Parade Permit Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached for your review is a letter from the Bartlett Park District requesting to host the annual Apple Blossom 5K run/stroller roll and 10K run on Saturday, May 12th. The proposed route has been approved by the Police Department.

The appropriate certificate of insurance has been submitted by the Bartlett Park District and reviewed by the Village Attorney. The letter of request from the Bartlett Park District, a map of the parade route and a copy of the certificate of insurance are attached for your review.

ATTACHMENTS (PLEASE LIST)

Staff Memo Dated 4/4/18
Parade Request
Certificate of insurance
Map

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the parade permit requested by the Bartlett Park District for the Apple Blossom Run on Saturday May 12, 2018.

Staff: Sam Hughes, Management Analyst Date: 4/04/2018

Memorandum

To: Scott Skrycki, Assistant to the Administrator
From: Sam Hughes, Management Analyst
Date: 4/4/2018
Re: Bartlett Park District Apple Blossom Run

Attached for your review is a letter from the Bartlett Park District requesting to host the annual Apple Blossom 5K run/5K stroller and 10K run on Saturday, May 12th. The race would begin at 8:00 a.m. at the Bartlett Library on Pipers Drive and will finish on a trail near the Bartlett Community Center. The proposed route has been approved by the Police Department.

The appropriate certificate of insurance has been submitted by the Bartlett Park District and reviewed by the Village Attorney. The letter of request from the Bartlett Park District, a map of the parade route and a copy of the certificate of insurance are attached for your review.

Motion

I move to approve the parade permit request submitted by the Bartlett Park District for the Apple Blossom Run on Saturday, May 12, 2018.



Scott Skrycki

Village of Bartlett
228 S. Main Street,
Bartlett, IL 60103

The intent of this letter is to request a parade permit for the running of the 38th Annual Apple Blossom Run, a 5k Run/5k Stroller Roll and 10k Run put on by the Bartlett Park District. This year's event is scheduled rain or shine for Saturday, May 12th, 2018 with a scheduled start time of 8am.

We have already discussed the race details with Sgt. Rybaski and the Bartlett Police Department has agreed to assist with this event.

For this year's event we anticipate about 350 runners/ stroller rollers. The event is scheduled to start on Piper's right in front of the Library and will finish on the trail leading up to the Bartlett Community Center. This long standing event is run as a community event and draws in runners from Bartlett and the surrounding communities.

This year we have several community sponsors to help make the 38th Annual Apple Blossom Run a huge success for the BPD and Bartlett as a whole.

Thank you for your time and consideration in this matter and I look forward to your response.

Johnny Pacheco

Health and Fitness Manager

Bartlett Park District
Bartlett Community Center
700 S. Bartlett Road
Bartlett, IL 60103-4504
(630) 540-4839
(630) 540-4869 Fax
JPacheco@bartlettparks.org

CERTIFICATE OF COVERAGE

Name and Address of Agency

Park District Risk Management Agency
 2033 Burlington Avenue
 Lisle, Illinois 60532-1646
 630-769-0332

Name and Address of Member

Bartlett Park District
 696 W Stearns Rd
 Bartlett, IL 60103
 630-540-4811

SCOPE OF COVERAGE

The Park District Risk Management Agency (PDRMA) is an intergovernmental self-insurance and risk management pool established under the constitution and the statutes of the State of Illinois to provide coverage for its members against certain claims and losses. Each member of PDRMA is entitled to the scope and amounts of coverage set forth below. In addition, PDRMA may extend the same scope of coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, and amendments that are applicable to the members.

The above named entity is a member in good standing of the Park District Risk Management Agency. The scope of coverage provided by the agency may, however, be revised at any time by the actions of PDRMA's governing body. As of the date this certificate is issued, the information set out below accurately reflects the scope of coverage established for the current coverage year. **This document may not be used to extend Additional Insured status to the certificate holder or any other individual/organization/entity.**

Scope of Coverage	Coverage Document	Coverage Dates	Limits Each Occurrence	In millions (000,000)
General Liability * Commercial general liability * Occurrence * Liquor liability	L010118	1/1/2018-12/31/2018	Bodily Injury and Property Damage combined	3
			Personal Injury	3
Automobile Liability * any auto	L010118	1/1/2018-12/31/2018	Bodily Injury and Property Damage combined	3
Workers' Compensation	WC010118	1/1/2018-12/31/2018		Statutory
Employer's Liability	WC010118	1/1/2018-12/31/2018		3

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Village of Bartlett is/are additionally insured for Bartlett Park District's use of Village Streets for the Apple Blossom Run, May 12, 2018. Coverage is for general liability with respect to the operations of the Bartlett Park District. Additional insured coverage shall not apply to any liability resulting from the certificate holder's own negligence or the negligence of its servants, agents or employees.

Certificate Holder

Village of Bartlett

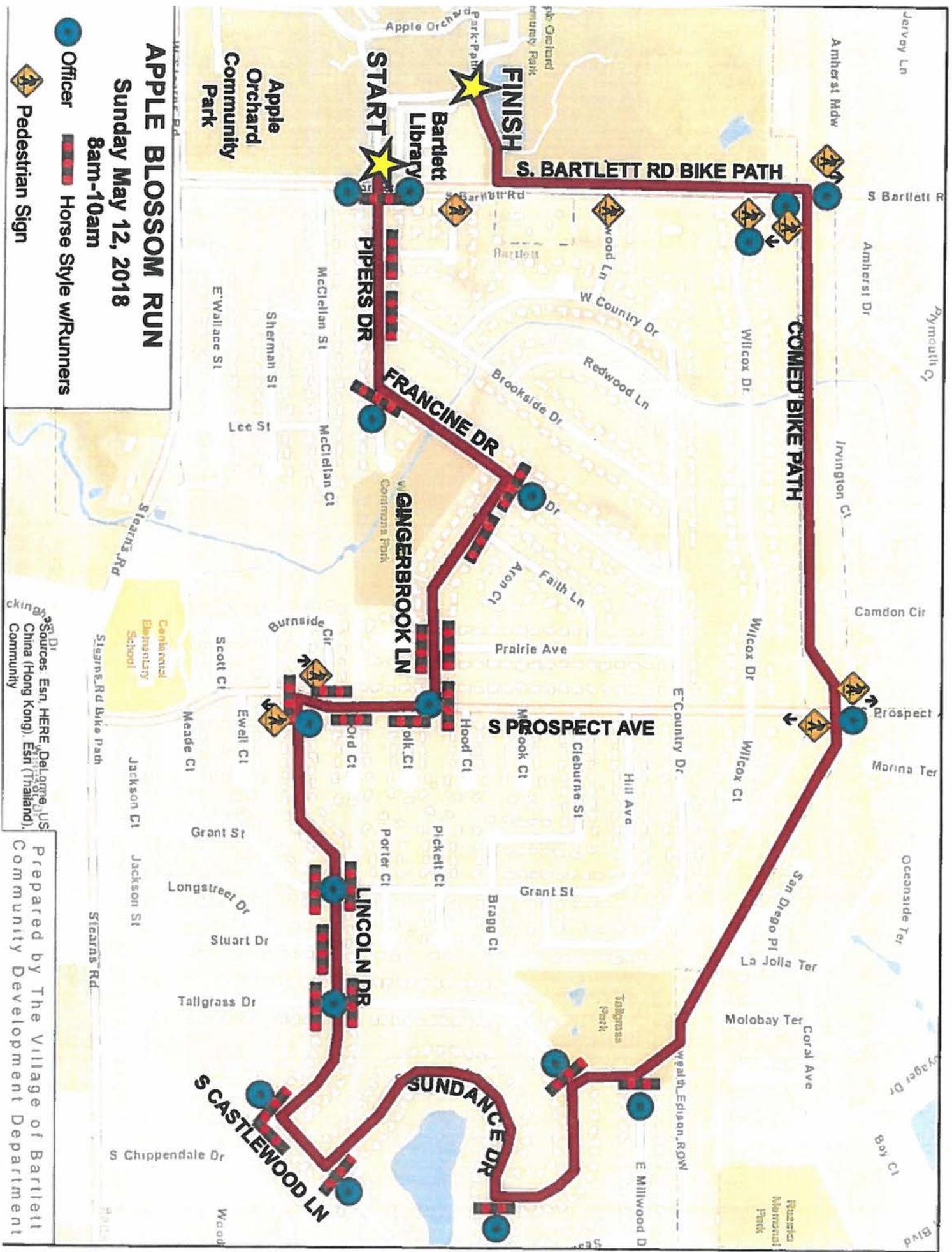
 228 S Main Street
 Bartlett, IL, 60103



Authorized Representative

Date Issued: 4/4/2018

© 2015 PDRMA



APPLE BLOSSOM RUN

Sunday May 12, 2018
8am-10am

Officer Horse Style w/Runners

Pedestrian Sign

Sources: Esn. HERE, Delagme, US
China (Hong Kong), Esn. (Thailand),
Community

Prepared by The Village of Bartlett
Community Development Department



Agenda Item Executive Summary

Item Name Heritage Oaks Tree Preservation Tree Removal Committee or Board Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

A request to allow for the removal of one (1) dead tree in the Heritage Oaks Tree Preservation Easement at 340 S. Oak Avenue.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, letter of request, Village Forester's email report, photo of dead tree, location map.

ACTION REQUESTED

- For Discussion only
- Resolution: Move to approve Resolution #2018-_____A Resolution Approving the Removal of A Dangerous Tree in the Heritage Oaks Tree Preservation Easement at 340 S. Oak Avenue.
- Ordinance
- Motion

Staff: Jim Plonczynski, Com Dev Director Date: 4/10/2018

COMMUNITY DEVELOPMENT MEMORANDUM

18-056

DATE: April 10, 2018

TO: Paula Schumacher, Village Administrator

FROM: Jim Plonczynski, CE Director

RE: **Heritage Oaks - Removal of dangerous tree at 340 S. Oak Avenue.**

In 1978, the Village of Bartlett and Town and Country Builders entered into an Agreement in connection with the development of the Heritage Oaks Subdivision. As part of the Agreement the developers recorded a Tree Preservation and Drainage Easement in a covenant running with the land. The Tree Preservation and Drainage Easement was recorded in 1978 and 1979 and restricted the ability of future property owners to remove any dead trees or branches within the easement without the approval, by resolution, of the Village Board.

Thomas Campagna, the owner of 340 S. Oak Avenue, has one (1) dead tree within the Tree Preservation easement on his lot. He is requesting permission to remove the dangerous tree located within the fifty (50) foot Tree Preservation Easement. Sarah Perry, Village Forester inspected the tree on April 10, 2018 and determined that the tree is dead and represents an imminent hazard and should be removed as soon as possible (see attached email and picture).

Mr. Campagna has submitted a letter of request to remove the dead tree (see attached). Also, attached for your review are the Village Forester's inspection report, picture of the dead tree, a map showing the location of the subdivision lot and a resolution for the Village Board to vote upon.

RESOLUTION 2018-

A RESOLUTION APPROVING THE REMOVAL OF A DANGEROUS TREE IN THE HERITAGE OAKS TREE PRESERVATION EASEMENT AT 340 S. OAK AVE.

WHEREAS, Thomas Campagna (the "Owner") of the property at 340 S. Oak Avenue (the "Property") have petitioned the Village of Bartlett to allow for the removal of one (1) dead tree within the recorded Tree Preservation Easement on the Property, and

WHEREAS, the Village Forester has inspected the tree on the property and found that the tree is dead and has recommended its removal in the interest of public health, safety and welfare.

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

SECTION ONE: That in the interest of the public health, safety and welfare the dead tree located in the Tree Preservation Easement on Lot 21 in the Heritage Oaks, Unit 1 Subdivision, 340 S. Oak Avenue may be removed by the owner or their contractor.

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

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

SECTION FOUR: EFFECTIVE DATE. This Resolution shall be in full force and

effect after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED this 17th day of April, 2018

APPROVED this 17th day of April, 2018

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, 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

To: Village Board

From: Thomas Campagna

Subject: Request a tree removal in a tree Preservation area located in my back yard

I am requesting permission to remove a dead tree located in my backyard at 340 South Oak Ave Bartlett Il. I request a visit by the Village Arborist Sarah Perry on 04/10/2018 she agreed that the tree is dead. My backyard is part of a tree Preservation and requires the Village approval. Please let me know if you need any further information from me regarding this request. My cell phone number is 1-224-374-8317.

Jim Plonczynski

From: Sarah Perry
Sent: Tuesday, April 10, 2018 2:21 PM
To: Jim Plonczynski
Subject: Tree Removal in Heritage Oaks Tree Preservation Area
Attachments: Letter to Village of Bartlett.docx; 20180410_131455.jpg; 20180410_131403.jpg

Hi Jim,

Today, I met with a resident to inspect an oak tree in the tree preservation area behind his home. I agree with the resident's concern that the tree should be removed. It is dead and based on its level of decay, it is a hazard with the potential to fall and damage property.

The resident had my email address, so he sent his request letter to me. It is attached to this email, as well as some photos of the tree. If there is a problem, please let me know. Thanks!

Sarah Perry

Village Forester

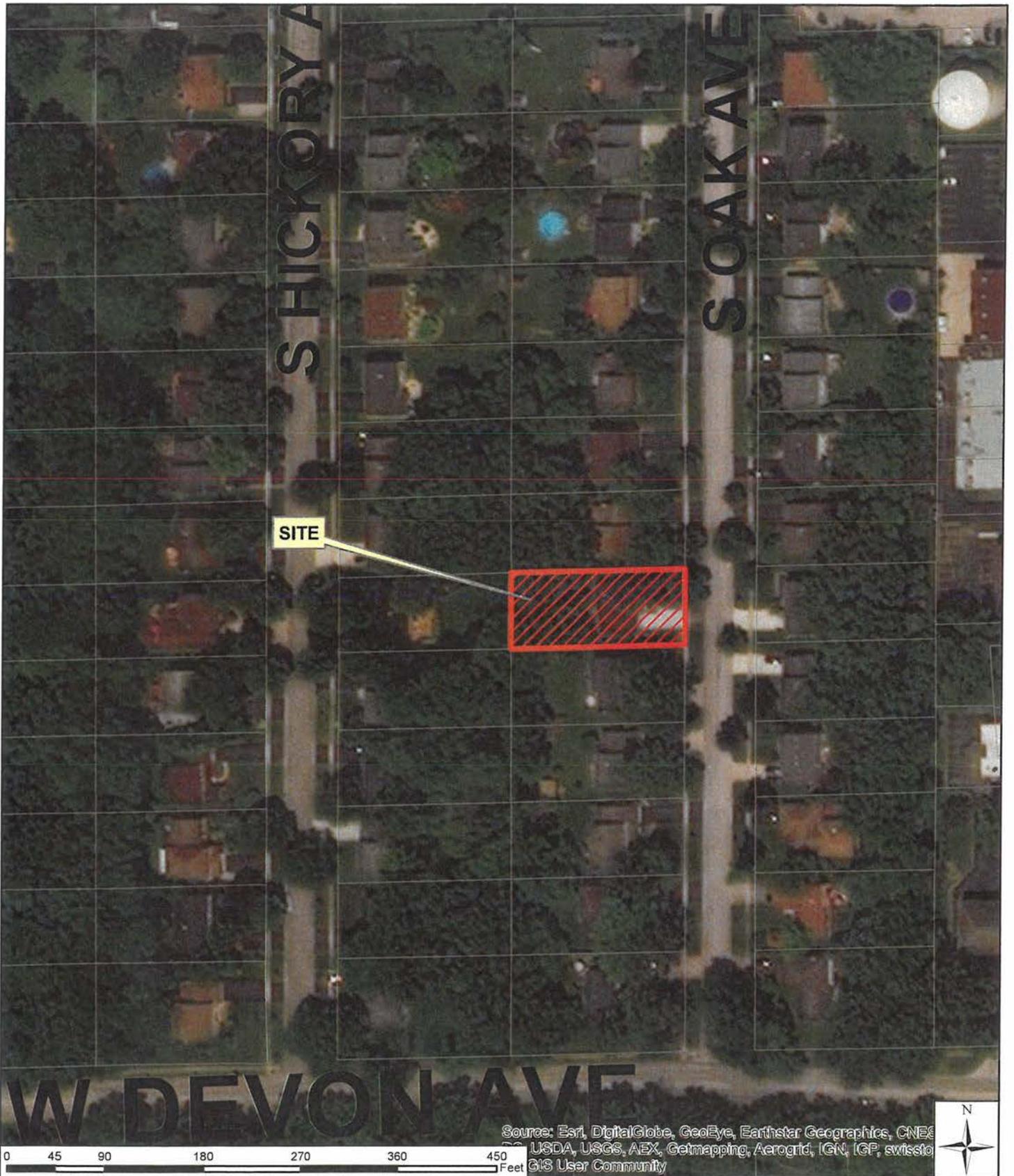
The Village of Bartlett
Public Works
1150 Bittersweet Dr
Bartlett, IL 60103
Phone: (630) 837-0811
Fax: (630) 837-9043





LOCATION MAP

340 S. Oak Ave,
PIN 06-34-413-048



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



Agenda Item Executive Summary

Item Name	Transmission Main Temporary Construction Easement Agreement with the Bartlett Park District	Committee or Board	Board
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BUDGET IMPACT

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

EXECUTIVE SUMMARY

The attached temporary construction 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.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Temporary Construction Easement Agreement and Exhibits

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2018-_____, a resolution approving of the temporary construction easement agreement between the Bartlett Park District and the Village of Bartlett for the construction of water main improvements along the Apple Orchard Park District property.

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 Park District Temporary Construction 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 temporary construction 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.

MOTION: I move to approve Resolution 2018-_____, a resolution approving of the temporary construction easement agreement between the Bartlett Park District and the Village of Bartlett for the construction of water main improvements along the Apple Orchard Park District property.

RESOLUTION 2018 - _____

A RESOLUTION APPROVING OF THE TEMPORARY CONSTRUCTION EASEMENT AGREEMENT BETWEEN THE BARTLETT PARK DISTRICT AND THE VILLAGE OF BARTLETT FOR THE CONSTRUCTION OF WATER MAIN IMPROVEMENTS ALONG THE APPLE ORCHARD PARK DISTRICT PROPERTY

WHEREAS, the Bartlett Park District is the owner of certain real property commonly referred to as Apple Orchard Community Park, Apple Orchard West Park, and Apple Orchard Golf Course, which border Stearns Road in Bartlett; and

WHEREAS, the Village of Bartlett has arranged for the receipt and distribution of Lake Michigan water to meet the Village's future water needs, and in connection therewith desires to install a sixteen inch (16") water main and related improvements in designated areas of various portions of the Park District property along Stearns Road; and

WHEREAS, Section 8-11 of the Park District Code authorizes the Park District to grant easements to municipalities for the construction, operation and maintenance of facilities upon, under, or across its property for various utilities, including water main or other public services, and the Village of Bartlett is a municipality that has requested an easement from the Bartlett Park District upon certain mutually agreed terms and conditions;

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 Temporary Construction Easement Agreement Between the Bartlett Park District and the Village of Bartlett for the Construction of Water Main Improvements in the Apple Orchard Park District Property dated April 17, 2018 (the "Temporary Construction Easement Agreement"), a copy of which is appended hereto

and expressly incorporated herein by this reference, is hereby approved, subject to such minor modifications thereto as may be approved 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 Temporary Construction 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 17, 2018

APPROVED: April 17, 2018

ATTEST:

Kevin Wallace, Village President

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2018 between the Bartlett Park District, an Illinois park district ("Grantor"), and Village of Bartlett, an Illinois municipal corporation ("Grantee"). The Grantor and Grantee are hereinafter referred to individually as a "Party," and together referred to as the "Parties".

RECITALS

- A. Grantor is the owner of certain real property commonly referred to as Apple Orchard Community Park, located at 696 West Stearns Road and 700 South Bartlett Road, Bartlett, Illinois; Apple Orchard West Park, located at 696 West Stearns Road, Bartlett, Illinois; and Apple Orchard Golf Course, 692 Stearns Road, Bartlett, Illinois, the relevant portions of which lie along Stearns Road and are , as depicted in Exhibit 1, attached to and incorporated as part of this Agreement (the "Subject Property"); and
- B. Grantee has arranged for the receipt and distribution of Lake Michigan water to service the Village's water needs, and Grantee desires to install a sixteen (16) inch water main and related improvements (the "Improvements") in designated locations on the Subject Property in order to distribute Lake Michigan water to various portions of the Village ("Easement Premises").
- C. Grantee requires a temporary construction easement on the Easement Premises for the purposes of ingress, egress, installation and construction of the Improvements upon, under and across that portion of the Subject Property depicted on Exhibits A-1, A-1 and A-3, and legally described on Exhibits B-1, B-2 and B-3 under the respective heading of each "LEGAL DESCRIPTION TEMPORARY EASEMENT" ("Construction Easement Area") in order to construct the Improvements.
- D. Section 8-11 of the Park District Code authorizes the Grantor to grant easements to municipalities, corporations or persons for the construction, operation and maintenance of facilities upon, under or across any of Grantor's property for various utilities including for water or other public services;.
- E. Grantor is willing to grant to Grantee a temporary construction easement to construct the Improvements based on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the Parties agree that:

1. Recitals Incorporated. The foregoing Recitals are incorporated herein by reference as though fully set forth in this Section 1.

2. Temporary Construction Easement. Grantor, as the owner of the Construction Easement Area, for itself and its successors in title to all or any portion of the Construction Easement Area, hereby grants and conveys to Grantee, a non-exclusive and temporary easement (the "Construction Easement") on, over, across and through the Construction Easement Area in order to construct the Improvements on the Easement Premises.

3. Expiration. This Construction Easement is a temporary easement and, unless it is extended in writing by the Grantor, shall expire, without any action by either Party, on May 31, 2019.

4. Construction Activity.

- a. Grantee will at its sole cost and expense, construct the Improvements in accordance with plans approved by the Village Engineer and in accordance with the Village's engineering standards and specifications.
- b. Grantee agrees to use due care in the construction and installation of the Improvements, so as not to unreasonably disturb Grantor's use of the Subject Property as a public park with baseball and softball fields, soccer fields, a community center, an aquatic center, an administration building, a maintenance facility, a par 3 golf course, tennis courts, basketball courts, and a skate park and related amenities to said uses.
- c. Prior to beginning construction of the Improvements, Grantee shall erect a temporary construction fence acceptable to the Grantor around the Construction Easement Area, to ensure that all construction activity including access is confined within the designated areas. The fence shall not be removed until all preliminary restoration work has been completed and accepted by the Grantor in accordance with Section 5 of this Agreement. The Grantee shall not permit its construction personnel to be outside of the designated construction areas while engaged in construction activities.
- d. Grantee covenants and agrees to properly maintain the Construction Easement Area and Easement Premises and keep same in good order, free and clear from rubbish. All trees, stumps, and other debris resulting from the construction of the Improvements shall be legally disposed of off of the Subject Property by the Grantee.
- e. Grantor shall not be responsible for or have control over the construction means, methods, techniques or procedures with respect to the construction of the Improvements performed by the Grantee. In no event shall the Grantor be responsible for or have any obligation with respect to the safety of any person performing work for, or on behalf of, the Grantee on the Improvements, including,

without limitation, the Grantee's employees or the personnel of any contractor, subcontractor, agent or consultant retained by the Grantee.

- f. Grantee shall take such measures as are necessary to ensure that the Easement Premises are maintained in a reasonably safe condition during construction of the Improvements. Such measures shall include the installation of appropriate barricades and warning signs, and the strict enforcement of all applicable safety rules and regulations. All construction or other work or activity by Grantee or by any contractor, subcontractor, consultant, or other entity hired by Grantee to perform such construction or other work or activity within the Easement Premises shall be performed in a safe and sound manner and in accordance with all applicable federal, state and local laws.

5. Restoration. Upon completion of the construction of the Improvements, the Grantee shall, at its sole cost and expense, restore the Construction Easement Area to the condition existing immediately prior to the commencement of the work, including but not limited to: (i) replacing any and all topsoil removed by Grantee on any portion of the Construction Easement Area; (ii) replacing any and all natural grass removed by seeding with a good quality seed on any portion of the Construction Easement Area; (iii) re-installing any park signage that was removed; (iv) restoring any pavement damaged or removed during construction on any portion of the Construction Easement Area, including but not limited to any damaged or removed portion of any asphalt or concrete path, sidewalk, or driveway; (v) replacing any damaged or destroyed park amenity, with a new amenity of the same kind and as approved in advance by the Grantor; and (vi) restoring any portion of the Easement Premises, Subject Property and any other adjacent property damaged or otherwise disturbed in connection with the construction of the Improvements to the same condition which existed immediately prior to the beginning the construction of the Improvements performed on the Easement Premises in accordance with this Section. All restoration shall be completed within thirty (30) days after construction of the Improvements are complete or, if the restoration cannot be reasonably completed within 30 days, the period for restoration shall be extended for a reasonable time, as approved by the Grantor, if the Grantee has undertaken the restoration work within the 30-day period and continues to diligently and in good faith to complete the restoration. Grantor shall determine in its sole and reasonable discretion when restoration of the Construction Easement Area, Easement Premises, the Subject Property, and any adjacent property is complete.

6. Indemnification. Subject to the further terms and conditions contained herein and to the extent permitted by law, Grantee hereby indemnifies and holds harmless the Grantor, Grantor's board members, officers, employees, agents and volunteers ("Grantor Indemnitees"), and shall defend the Grantor Indemnitees, from and against all liabilities, claims, demands, causes of action, costs and expenses (including, without limitation, Legal Expenses) arising out of or related to any injury to or death of any person or damage to property (the "Injuries") occurring on or about the Subject Property to the extent caused by Grantee's exercise of any of Grantee's rights under this Agreement or from the Grantee's use of the

Construction Easement Area or of the Easement Premises. To the extent permitted by law, Grantee shall not be obligated or responsible to indemnify, hold harmless and defend Grantor Indemnitees, or any third party, from or against any liability, claim, demand, cause of action, cost or expense (including, without limitation, Legal Expenses) arising out of or related to any Injuries to the extent the same result from or arise out of the negligent or wrongful acts or omissions of any of the Grantor Indemnitees.

7. Insurance. Grantee shall procure and maintain and shall require its contractors and subcontractors performing any work for Grantee on the Easement Premises to procure and maintain commercial general liability and property damage insurance, which insurance shall name the Grantor Indemnitees as additional insureds thereon, in accordance with Exhibit C, attached to and incorporated as part of this Agreement.

8. License and Permits and Compliance with Laws. Grantee shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for, the construction and installation of the Improvements. Grantee shall comply with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances, including, but not limited to, those governing the prevention, abatement and elimination of pollution and/or protection of the environment and the employment of its workers.

9. Exceptions. The easements granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations.

10. Binding Effect; Easement Runs with Land. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns during the term of this Agreement. The Construction Easement is intended to be and shall be construed as an easement running with the land, but only for the specified term of this Agreement.

11. Notices. All notices required or permitted to be given under this Agreement must be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally-recognized overnight delivery service, addressed as stated in this Section 11. Any mailed notice will be deemed to have been given and received within three (3) days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to Grantor:

Executive Director
Bartlett Park District

969 Stearns Avenue
Bartlett, IL 60103

If to Grantee:
Village Administrator
Village of Bartlett
228 S. Main Street
Bartlett, Illinois 60103

12. Miscellaneous.

- a. This Agreement, including the Exhibits hereto, represents the entire agreement of the Parties with respect to the subject matter herein contained, and supersedes all prior or contemporaneous agreements, oral or written, with respect to said subject matter.
- b. This Agreement may be amended only by a writing executed by both of the Parties subsequent to the date hereof, and authorized by the Parties' respective governing boards.
- c. Each Party hereby warrants and represents to the other that all appropriate action of its governing board has been taken to authorize entry into and the execution of this Agreement by it, by the persons signing below, and each Party shall provide proof thereof on request of the other Party.
- d. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a Party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of Grantee and/or Grantor, and/or any of its respective officials, officers and/or employees.
- e. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
- f. Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.

- g. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by a duly authorized officer thereof as of the day and year first above written.

GRANTOR
BARTLETT PARK DISTRICT

GRANTEE
VILLAGE OF BARTLETT

By: _____

By: _____

Its: _____

Its: _____

Attest: _____

Attest: _____

Its: _____

Its: _____

GRANTOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF ____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ and _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this __ day of _____, 20__.

Notary Public

My Commission expires: _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF ____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY THAT _____ and _____, personally known to me to be the same
persons whose names are subscribed to the foregoing instrument, appeared before me this day
in person, and acknowledged that they signed, sealed and delivered the said instrument as
their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this __ day of
_____, 20 ____.

Notary Public

My Commission expires: _____

Exhibit 1
**Depiction of Apple Orchard Community Park,
Apple Orchard West Park, and Apple Orchard Golf Course**

EXHIBIT 1 - PAGE 1

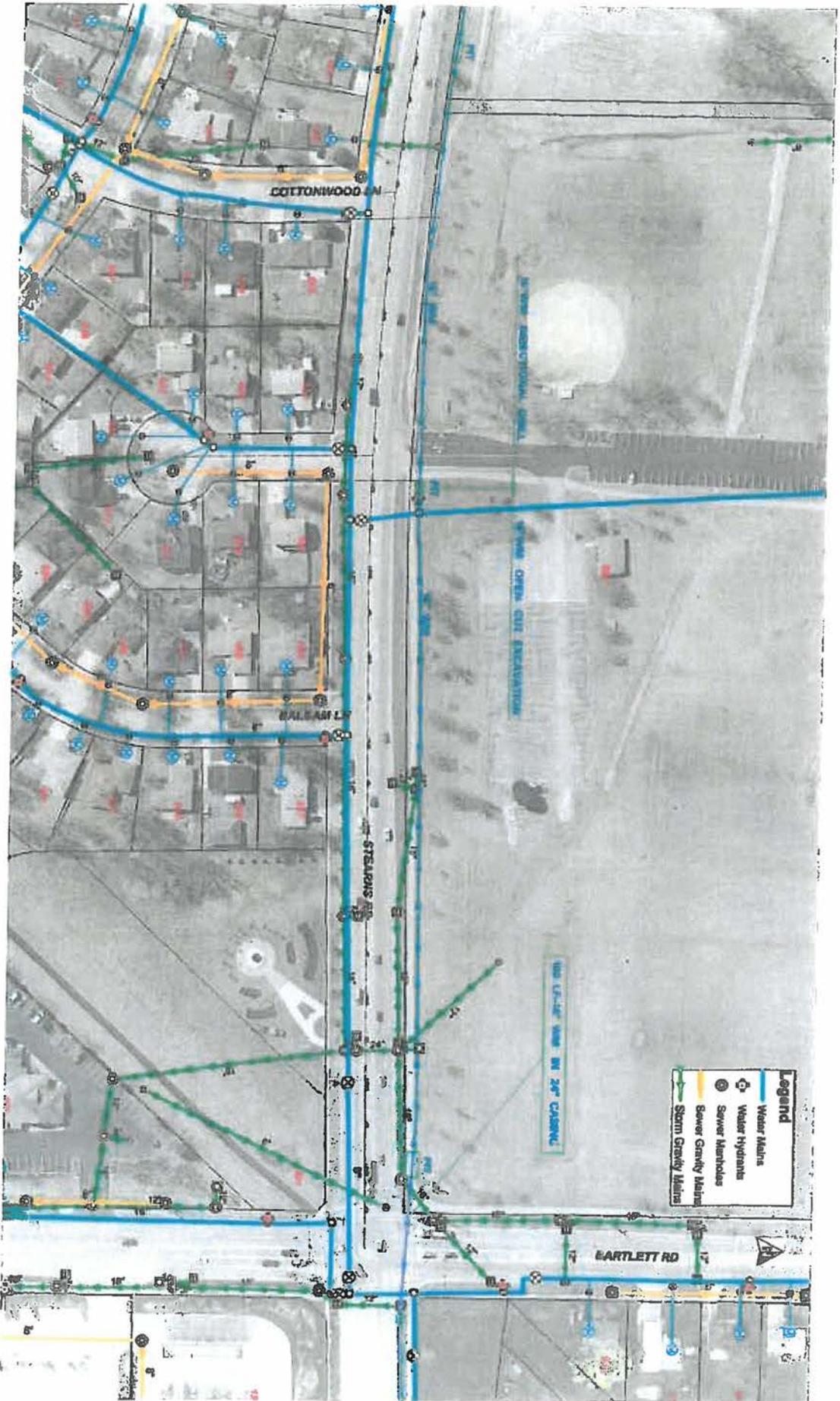


EXHIBIT 1 – PAGE 2

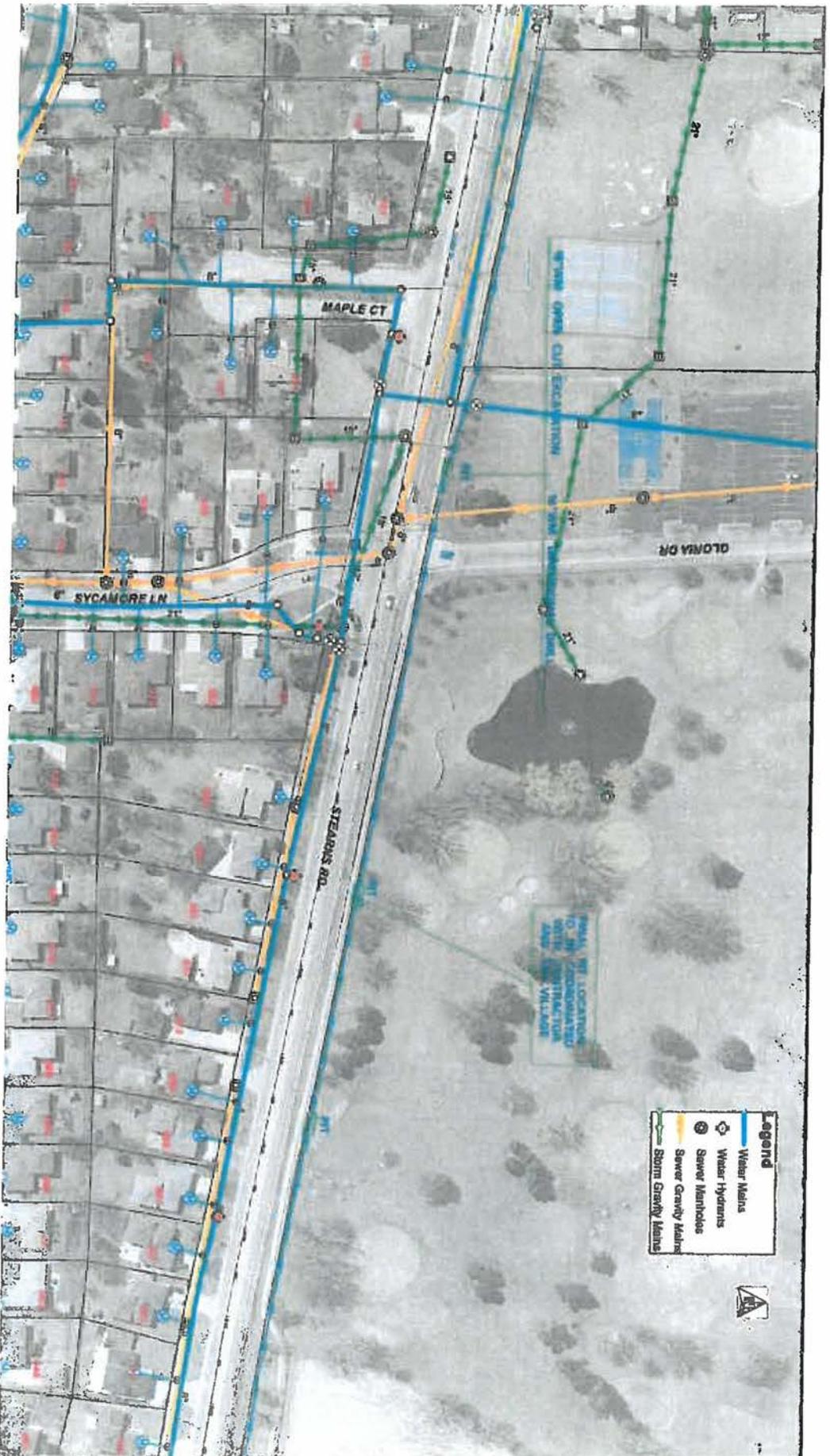
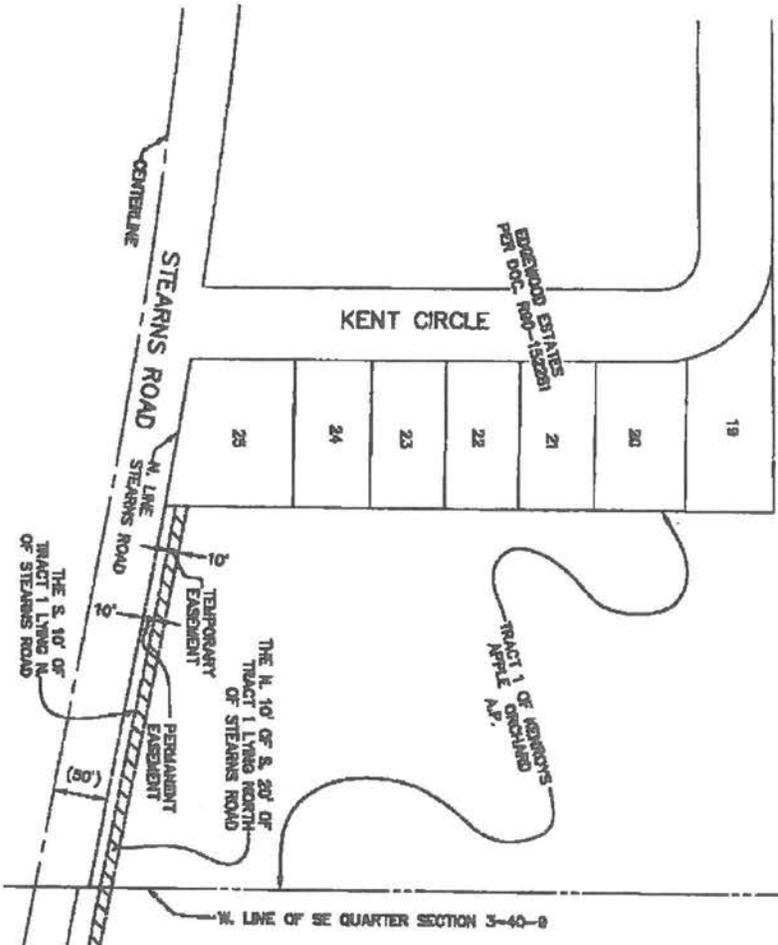


Exhibit A
Construction Easement Area

EXHIBIT A-1

PIN 01-03-301-005



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NOT FOR CONSTRUCTION

DATE: 01/03/2018



- PERMANENT EASEMENT
- PERMANENT EASEMENT (T.E.)
- ||||| TEMPORARY EASEMENT (T.E.)

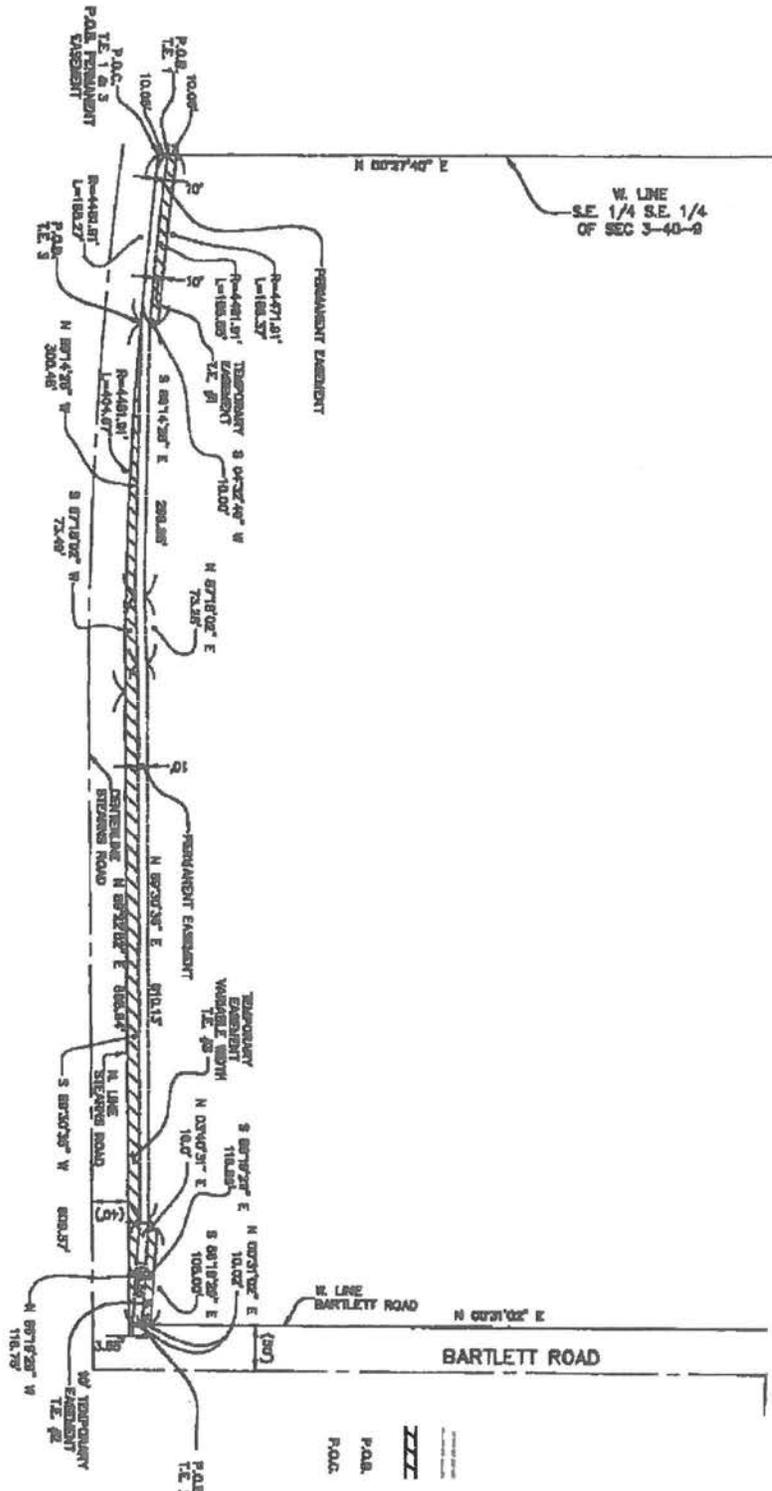


CEMCON, Ltd.

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 www.cemcon.com
 DRAWN BY: [Name] FILE NAME: [Name] DWG NO: [Name]
 CHECKED BY: [Name] P.L. BY: [Name] / P.L. NO.: [Name]
 COMPLETION DATE: 2-28-18

EXHIBIT A-3

PIN 01-03-400-010



NOT TO SCALE

- PERMANENT EASEMENT
- - - - - TEMPORARY EASEMENT (T.E.)
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

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 PLAT FILE CREATION 08-18-18

ISSUANCE PATH: P:\Vermont\Kerry\Projects\Jing Sheng\Jing Sheng.mxd



CEMCON, Ltd.

Engineering, Bobbing, Land Surveying & Planning
 2000 West 1st Street, Suite 100, Burlington, VT 05403
 Phone: 802-253-2100 Fax: 802-253-2100
 E-mail: info@cemcon.com Website: www.cemcon.com
 DEC 10/2 08/07 P.A. 10/20 ZONING DEPT 021 A-3
 DRAWN BY: WEP P.A. 08/18 / P.A. 08/18 W/A
 COMPLETION DATE: 8-18-18 JOB NO.: 080007

Exhibit B
Legal Description of Construction Easement Area

EXHIBIT B-1

**LEGAL DESCRIPTION
PERMANENT WATERMAN EASEMENT**

THE SOUTH 10 FEET OF THE FOLLOWING DESCRIBED PARCEL: TRACT 1 (EXCEPT THAT PART FALLING IN STERNS ROAD) IN KENROY'S APPLE ORCHARD ASSESSMENT PLAT NO. 20, BEING AN ASSESSMENT PLAT OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 19, 1979 AS DOCUMENT R1979-084948, IN DUPAGE COUNTY, ILLINOIS.

**LEGAL DESCRIPTION
TEMPORARY EASEMENT**

THE NORTH 10 FEET OF THE SOUTH 20 FEET OF THE FOLLOWING DESCRIBED PARCEL: TRACT 1 (EXCEPT THAT PART FALLING IN STERNS ROAD) IN KENROY'S APPLE ORCHARD ASSESSMENT PLAT NO. 20, BEING AN ASSESSMENT PLAT OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 19, 1979 AS DOCUMENT R1979-084948, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B-2

**LEGAL DESCRIPTION
PERMANENT WATERMAN EASEMENT**

THE SOUTH 20 FEET OF THE WEST 135 FEET AND THE SOUTH 10 FEET (EXCEPT THE WEST 135 FEET) OF THE FOLLOWING DESCRIBED PARCEL: THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THE EAST 16.5 FEET THEREOF) OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF STEARNS ROAD, IN DUPAGE COUNTY, ILLINOIS.

**LEGAL DESCRIPTION
TEMPORARY EASEMENT**

THE NORTH 10 FEET OF THE SOUTH 30 FEET OF THE WEST 120 FEET OF THE FOLLOWING DESCRIBED TRACT: THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THE EAST 16.5 FEET THEREOF) OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF STEARNS ROAD, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B-3**LEGAL DESCRIPTION
PERMANENT WATERMAN EASEMENT**

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID QUARTER-QUARTER SECTION AND THE NORTH LINE OF STEARNS ROAD (SAID NORTH LINE BEING 40 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID ROAD); THENCE NORTH 00 DEGREES 27 MINUTES 40 SECONDS EAST, 10.06 FEET ALONG SAID QUARTER-QUARTER LINE TO A LINE THAT IS 10 FEET NORTHERLY OF AND PARALLEL WITH THE NORTH LINE OF STEARNS ROAD; THENCE EASTERLY, 185.85 FEET ALONG SAID PARALLEL LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4,481.91 FEET, A CHORD BEARING SOUTH 84 DEGREES 15 MINUTES 59 SECONDS EAST; THENCE SOUTH 89 DEGREES 14 MINUTES 28 SECONDS EAST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES), 299.85 FEET NON-TANGENT TO THE LAST DESCRIBED COURSE; THENCE NORTH 87 DEGREES 18 MINUTES 02 SECONDS EAST, 73.38 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 36 SECONDS EAST, 610.13 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 29 SECONDS EAST, 116.56 FEET TO THE WEST LINE OF BARTLETT ROAD (SAID WEST LINE BEING 50 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID ROAD); THENCE SOUTH 00 DEGREES 31 MINUTES 02 SECONDS WEST, 10.02 FEET ALONG SAID WEST LINE TO A POINT THAT IS 3.55 FEET NORTH OF, AS MEASURED ALONG SAID WEST LINE, OF THE INTERSECTION OF THE NORTH LINE STEARNS AND THE WEST LINE OF BARTLETT ROAD, AFORESAID; THENCE NORTH 88 DEGREES 19 MINUTES 29 SECONDS WEST, 116.75 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 36 SECONDS WEST, 609.57 FEET; THENCE SOUTH 87 DEGREES 18 MINUTES 02 SECONDS WEST, 73.49 FEET; THENCE SOUTH 89 DEGREES 14 MINUTES 28 SECONDS WEST, 300.48 FEET TO THE NORTH LINE OF STEARNS ROAD, AFORESAID; THENCE WESTERLY, 185.27 FEET ALONG SAID NORTH LINE BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,481.91 FEET, A CHORD BEARING NORTH 04 DEGREES 32 MINUTES 34 SECONDS EAST TANGENT TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B-3 CONTINUED

**LEGAL DESCRIPTION
TEMPORARY EASEMENT
T.E. #1**

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID QUARTER-QUARTER SECTION AND THE NORTH LINE OF STEARNS ROAD (SAID NORTH LINE BEING 40 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID ROAD); THENCE NORTH 00 DEGREES 27 MINUTES 40 SECONDS EAST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES, 10.06 FEET ALONG SAID QUARTER-QUARTER LINE TO A POINT OF BEGINNING ON A LINE THAT IS 10 FEET NORTHERLY OF AND PARALLEL WITH THE NORTH LINE OF STEARNS ROAD; THENCE CONTINUING NORTHERLY ALONG SAID QUARTER- QUARTER LINE 10.06 FEET TO A LINE THAT IS 20 FEET NORTHERLY AND PARALLEL WITH THE NORTH LINE OF STEARNS ROAD, AFORESAID; THENCE EASTERLY, 186.37 FEET ALONG SAID PARALLEL LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4,471.91 FEET, A CHORD BEARING SOUTH 84 DEGREES 15 MINUTES 33 SECONDS EAST; THENCE SOUTH 04 DEGREES 32 MINUTES 49 SECONDS WEST, 10.0 FEET TO THE AFOREMENTIONED LINE THAT IS 10.0 NORTHERLY AND PARALLEL WITH THE NORTH LINE OF STEARNS ROAD; THENCE WESTERLY 185.65 FEET PARALLEL WITH THE NORTH LINE OF STEARNS ROAD, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,481.91 FEET, A CHORD BEARING NORTH 84 DEGREES 15 MINUTES 59 WEST TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

T.E. #2

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF BARTLETT ROAD (SAID WEST LINE BEING 50 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF SAID ROAD) THAT IS 13.57 NORTH OF THE NORTH LINE OF STEARNS ROAD (SAID NORTH LINE BEING 40 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SAID ROAD); THENCE NORTH 86 DEGREES 19 MINUTES 29 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES), 105.55 FEET; THENCE NORTH 03 DEGREES 40 MINUTES 31 SECONDS EAST, 10.0 FEET; THENCE SOUTH 86 DEGREES 19 MINUTES 29 SECONDS EAST, 105.0 FEET TO THE AFORESAID WEST LINE; THENCE SOUTH 00 DEGREES 31 MINUTES 02 SECONDS WEST, 10.02 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

T.E. #3

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID QUARTER-QUARTER SECTION AND THE NORTH LINE OF STEARNS ROAD (SAID NORTH LINE BEING 40 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID ROAD); THENCE EASTERLY, 185.27 FEET ALONG SAID NORTH LINE BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4,491.91 FEET, A CHORD BEARING OF SOUTH 84 DEGREES 16 MINUTES 33 SECONDS EAST TO A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 14 MINUTES 28 SECONDS EAST, 300.48 FEET NON-TANGENT TO THE LAST DESCRIBED COURSE; THENCE NORTH 87 DEGREES 18 MINUTES 02 SECONDS EAST, 73.49 FEET; NORTH 89 DEGREES 30 MINUTES 36 SECONDS EAST, 609.57 FEET; THENCE SOUTH 86 DEGREES 19 MINUTES 29 SECONDS EAST, 116.75 FEET TO THE WEST LINE OF BARTLETT ROAD (SAID WEST LINE BEING 50 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID ROAD); THENCE SOUTH 00 DEGREES 31 MINUTES 02 SECONDS WEST, 3.55 FEET ALONG SAID WEST LINE TO THE AFOREMENTIONED NORTH LINE OF STEARNS ROAD; THENCE SOUTH 89 DEGREES 22 MINUTES 52 SECONDS WEST, 695.64 FEET ALONG SAID NORTH LINE; THENCE WESTERLY, 404.67 FEET ALONG SAID NORTH LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,491.91 FEET, A CHORD BEARING NORTH 88 DEGREES 02 MINUTES 17 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Exhibit C
Insurance Requirements

Grantee shall procure and maintain, and require any of its contractors and subcontractors hired to construct the Improvements on the Easement Premises, to purchase and maintain, the insurance of the types and in the amounts listed below. For purpose of these insurance requirements "Contractor" shall mean Grantee or any contractor hired by Grantee to construct the Improvements. For purpose of these insurance requirements Grantor shall mean Grantor, its elected and appointed officials, officers, employees, agents, and assigns.

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either it shall apply separately to this Project/location, or the general aggregate limits shall be twice the required occurrence limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 04 13 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, 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).

Grantor shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Grantor.

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

B. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the construction of the Improvements.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 04 13 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.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella 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.

D. Workers Compensation Insurance

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

If the Grantor has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Agreement, then Contractor waives all rights against the Grantor and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Grantor with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

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

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

Grantor shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Subject Property until such certificates or other evidence satisfactory to Grantor that insurance has been placed in complete compliance with these requirements is received and approved by Grantor.

Failure to maintain the required insurance may result in termination of the Agreement at Grantor's option.

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 Grantor whenever requested.

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

2. Acceptability of Insurers

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

3. 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.

4. Deductibles and Self-Insured Retentions

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

5. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Grantor, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.



Agenda Item Executive Summary

Item Name Transmission Main Permanent Easement Committee
Agreement with the Bartlett Park District or Board Board

BUDGET IMPACT

Amount: \$ Budgeted N/A

List what
fund N/A

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.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Permanent Easement Agreement and Exhibits

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2018-_____, a resolution approving of the permanent easement agreement between the Bartlett Park District and the Village of Bartlett for the construction, operation and maintenance of water main improvements along the Apple Orchard Park District property.

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 Park District Permanent 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.

MOTION: I move to approve Resolution 2018-_____, a resolution approving of the permanent easement agreement between the Bartlett Park District and the Village of Bartlett for the construction, operation and maintenance of water main improvements along the Apple Orchard Park District property.

RESOLUTION 2018 - _____

A RESOLUTION APPROVING OF THE PERMANENT EASEMENT AGREEMENT BETWEEN THE BARTLETT PARK DISTRICT AND THE VILLAGE OF BARTLETT FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF WATER MAIN IMPROVEMENTS ALONG THE APPLE ORCHARD PARK DISTRICT PROPERTY

WHEREAS, the Bartlett Park District is the owner of certain real property commonly referred to as Apple Orchard Community Park, Apple Orchard West Park, and Apple Orchard Golf Course, which border Stearns Road in Bartlett; and

WHEREAS, the Village of Bartlett has arranged for the receipt and distribution of Lake Michigan water to meet the Village's future water needs, and in connection therewith desires to install a sixteen inch (16") water main and related improvements in designated areas of various portions of the Park District property along Stearns Road; and

WHEREAS, Section 8-11 of the Park District Code authorizes the Park District to grant easements to municipalities for the construction, operation and maintenance of facilities upon, under, or across its property for various utilities, including water main or other public services, and the Village of Bartlett is a municipality that has requested an easement from the Bartlett Park District upon certain mutually agreed terms and conditions;

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 Bartlett Park District and the Village of Bartlett for the Construction, Operation and Maintenance of Water Main Improvements in the Apple Orchard Park District Property dated April 17, 2018 (the "Easement Agreement"), a copy of which is appended hereto and expressly

incorporated herein by this reference, is hereby approved, subject to such minor modifications thereto as may be approved 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 17, 2018

APPROVED: April 17, 2018

ATTEST:

Kevin Wallace, Village President

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 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

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") made this ___ day of _____, 2018 (the "Effective Date"), by and between the Bartlett Park District, an Illinois park district ("Grantor"), and the Village of Bartlett, an Illinois municipality ("Grantee"), which hereinafter may be referred together as the "Parties" or individually as a "Party."

RECITALS

- A. Grantor is the owner of certain real property located at 692-696 Stearns Road, Bartlett, Illinois, legally described on Exhibit 1 and with the relevant portions thereof depicted on Exhibit 2, and depicted on Exhibits A-1, A-2 and A-3, and legally described on Exhibits B-1, B-2 and B-3 under the respective heading on each "LEGAL DESCRIPTION PERMANENT WATER MAIN EASEMENT" (the "Subject Property") and incorporated herein by reference.
- B. Grantee has arranged for the receipt and distribution of Lake Michigan water to service the Village's potable water needs, and Grantee has installed a sixteen (16) inch water main, and related improvements (the "Improvements") in designated locations on the Subject Property in order to distribute Lake Michigan water to various portions of the Village ("Easement Premises").
- C. Section 8-11 of the Park District Code authorizes the Grantor to grant easements to municipalities, corporations or persons for the construction, operation and maintenance of facilities upon, under or across any District property for various utilities including for water or other public services;
- D. Grantee requires an easement upon, under and across portions of the Subject Property in order to construct, operate and maintain the Improvements; and
- E. Grantor has determined that it is in the public's interest to grant an easement to the Grantee for the Grantee's construction, use and maintenance of the Improvements on the Subject Property pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree that:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference as though fully set forth.
2. Grant of Non-exclusive Easement. Grantor hereby grants to Grantee, a non-exclusive permanent easement upon, under and across that portion of the Subject Property

depicted on Exhibits A-1, A-2 and A-3 and legally described on Exhibits B-1, B-2 and B-3 under the respective heading on each "LEGAL DESCRIPTION PERMANENT WATER MAIN EASEMENT" (the "Easement Premises"), for the right, privilege and authority to enter upon the Easement Premises from time to time as Grantee, in its reasonable discretion deems necessary, or as otherwise specified pursuant to Paragraph 5 of this Agreement, in order to operate, use, own, test, inspect, repair, remove, replace and maintain the Improvements (collectively, the "Easement Activities").

3. Right of Access. Grantee shall have the right of access over, along and across the Subject Property, by vehicle or foot, for workers and equipment as necessary to perform the Easement Activities on the Easement Premises.

4. Easement Conditions. The grant of easement and ancillary rights given to Grantee under this Agreement shall be subject to the conditions that:

(a) Grantor reserves the right of access to and use of the Easement Premises in any manner not inconsistent with the rights granted to Grantee under this Agreement, including but not limited to the right to install structures, landscaping, gardens, shrubs, driveways, sidewalks, and ingress and egress on the Easement Premises that do not then or later conflict with the Improvements or the easement rights granted hereunder;

(b) Grantee covenants and commits, at its sole cost and expense, to perpetually maintain the Improvements in good condition and conduct all necessary repairs and regular maintenance to ensure that the Improvements remain in good working condition and in compliance with all of the Village's laws, codes, and regulations.

(c) Grantee shall notify Grantor prior to commencement of any excavation, construction, repair, maintenance or other work or activity on the Easement Premises. The Parties shall reasonably cooperate with respect to the commencement, timing, and location of such work or activity so as to protect the public at large and to avoid any interference with Grantor's use of the Subject Property or the Easement Premises;

(d) All construction or other work or activity by Grantee or its contractors within the Easement Premises shall be performed in a safe and sound manner and in accordance with all applicable federal, state and local laws, including the ordinances and regulations of the Village of Bartlett;

(e) Grantee shall be responsible for the payment of all costs associated with any work or activity performed on the Easement Premises pursuant to the grant of easement set forth in Paragraph 2 above; and

(f) Subject to Section 6 of this Agreement, Grantee shall (i) replace and grade

any and all topsoil removed on the Easement Premises to the grade existing immediately preceding any work on the Easement Premises; (ii) restore to the condition immediately preceding any work on the Easement Premises; (iii) remove any and all fences, pavement, curbing, plantings, and improvements that are damaged or removed as a result of any such work; (iv) replace any and all sod removed with sod of like quality; and (v) replace any and all natural grass removed by seeding with a good quality seed; (vi) otherwise restore the Easement Premises to the condition which existed immediately prior to the beginning of any work or activity performed on the Easement Premises. Grantee shall restore as described in subsections (i) – (vi) hereof, any portions of the Subject Property, property adjacent to the Subject Property and any other real estate damaged or otherwise disturbed in connection with any work or activity performed on the Easement Premises. Grantee shall be responsible for all costs associated with said restoration of the Easement Premises and the Subject Property as provided herein.

5. Maintenance. Grantee shall also be responsible for all maintenance of the Easement Premises. Grantee shall maintain the Easement Premises in such a manner so as to ensure that the Easement Premises comply at all times with applicable federal, state and local law. In the event that Grantor determines that Grantee is not in compliance with the terms of this paragraph 6, Grantor shall provide Grantee written notice of said noncompliance. Upon receipt of said notice, Grantee shall have thirty (30) days to commence the necessary measures to cure said noncompliance. Notwithstanding the above thirty (30) day cure period, Grantee shall take immediate action to cure said noncompliance in the case of an emergency likely to cause immediate harm, damage or danger to surrounding property or to the public or private health, safety or welfare. In the event that Grantee fails to commence the necessary measures to cure said noncompliance at the expiration of the periods set forth herein, or otherwise exhibits an unwillingness to cure said non-compliance, Grantor shall have the right, but not the obligation, to take all steps necessary to bring the Easement Premises into good working order and repair and to ensure compliance with all applicable federal, state and local laws, and Grantee shall be responsible for all costs and expenses incurred by Grantor in connection with same, including reasonable attorneys' fees.

6. Hazardous Materials. No explosives or flammable or hazardous materials of any kind shall be transported across, brought upon, or stored or deposited on, the Subject Property (except as needed for vehicles or equipment for the Easement Activities provided that the Grantee and its contractors shall be liable for any damage to or contamination of Subject Property resulting from such activity or use). As used in this Agreement, "hazardous materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any

applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as "Hazardous substances" pursuant to Section 1251 *et. seq.* (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et. seq.* (42 U.S.C. Section 6903), or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et. seq.* (42 U.S.C. Section 9601) or any other applicable environmental law.

7. Indemnification. Grantee agrees to indemnify, defend and save and hold harmless Grantor, its agents and employees, and all other persons or entities acting at the direction of Grantor, harmless from and against any and all liabilities, claims, losses, or demands for personal injury, including death, or property damage arising out of or caused by any act or omission of Grantee, any of its contractors or subcontractors, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts any of them may be liable, arising from Grantee's conduct of the Easement Activities or exercise or use of the easement rights granted under this Agreement.

8. Insurance. Grantee shall maintain liability insurance in reasonable amounts, and with reputable companies as are reasonably acceptable to Grantor and /or the risk management association of which it is a member, to protect Grantor and Grantee against claims arising directly or indirectly out of or in connection with Grantee's conduct of the Easement Activities or use of (including access across) the Easement Premises or Subject Property pursuant to this Agreement. Grantee shall name, and cause any contractor hired to perform any work on the Easement Premises to name, the Grantor, its elected and appointed officials, officers, employees and agents as an additional insured and prior to commencing any such activity, shall provide to Grantor a copy of a Certificate of Insurance evidencing same the same.

9. Term. This Agreement shall commence on the Effective Date and shall be in full force and effect for so long as the water main is required by the Village to provide potable water to Village residents, unless the Parties, or their successors, mutually agree in writing to terminate this Agreement.

10. Assignment of Rights. Neither Party may assign its rights or delegate its duties under this Agreement in whole or in part without the prior written consent of the other Party.

11. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed, and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the Improvements and the easement granted pursuant to this Agreement. Any modification to this Agreement must be in writing and must be signed by all Parties to this Agreement. Oral representations or modifications concerning this instrument shall be of no force and effect.

12. Severability. Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall

remain in full force and effect.

13. Covenant Running with the Land. The easement, rights and responsibilities established in this Agreement, the restrictions imposed by this Agreement and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements, and covenants running with the land, shall be recorded against the Subject Property and shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including without limitation, all subsequent owners of the Subject Property or any portion thereof, and all persons claiming under them.

14. Law Governing. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

15. Captions and Paragraph Headings. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

16. Notices. All notices provided for herein shall be served upon the Parties by personal delivery, fax, email, or Certified United States mail, return receipt requested, at the following locations, or at such other location or locations as the Parties may from time to time designate in writing:

Notice to Grantee:

Village Administrator
Village of Bartlett
228 South Main Street
Bartlett, IL 60103
Fax:
Email:

Notice to Grantor:

Executive Director
Bartlett Park District
8047 W. 91st Place
Bartlett, IL 60457
Fax:
Email:

Notices shall be deemed given when received by the Party to whom it was sent.

17. No Waiver of Tort Immunity. Nothing contained in this Agreement shall constitute a waiver by Park District of any right, privilege or defense which it has under statutory or common

law, included but not limited to the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10.

18. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish, or impose any legal duty to any third party.

19. Non-waiver. Grantor and Grantee shall be under no obligation to exercise any of the rights granted to each of them in this Agreement. The failure of either Party to exercise at any time any right granted to such Party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect either Party's right to enforce that right or any other right.

20. Exceptions. The easements granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, and to all questions of survey and rights of any parties which would be revealed by a physical inspection of the Subject Property.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

GRANTOR

BARTLETT PARK DISTRICT

By: _____

Its: _____

Attest: _____

Its: _____

GRANTEE

VILLAGE OF BARTLETT

By: _____

Its: _____

Attest: _____

Its: _____

GRANTOR'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF ____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ and _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this __ day of _____, 20__.

Notary Public

My Commission expires: _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF ____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ and _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this __ day of _____, 20__.

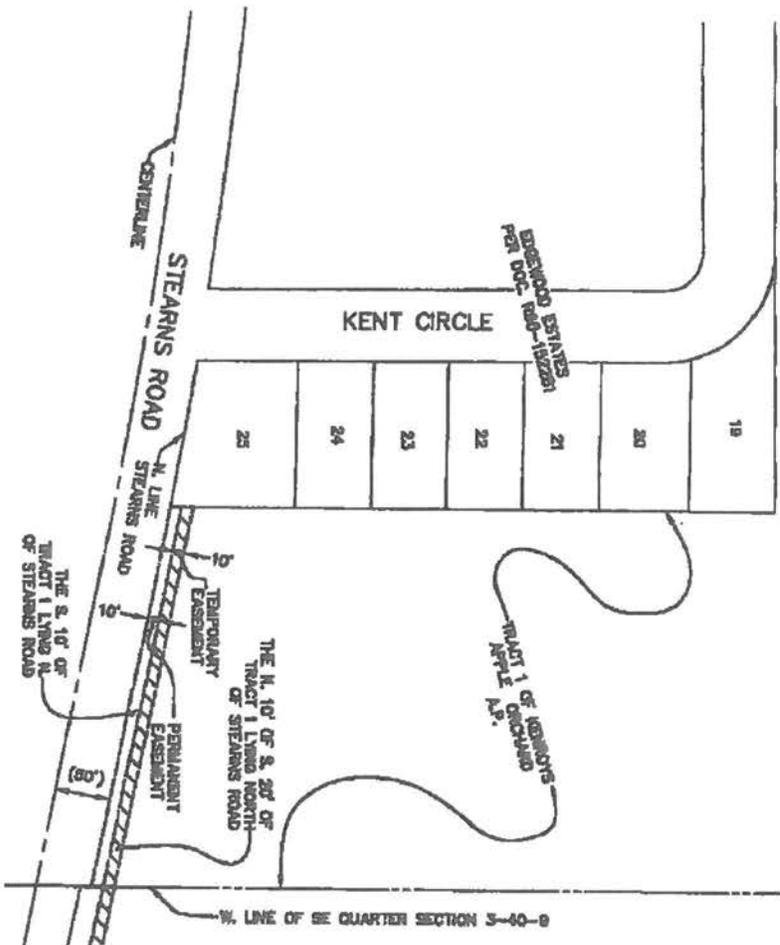
Notary Public

My Commission expires: _____

Exhibit 1
Legal Description of Subject Property

EXHIBIT A-1

PIN 01-03-301-005



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FILE FILE NUMBER 01-03-01

STEARNS ROAD



CEMCON, Ltd.

Construction, Engineering, Land Acquisition & Planning
 2500 West 10th Avenue, Suite 100, Anchorage, Alaska 99515
 Phone: (907) 562-1111 Fax: (907) 562-1112 Email: info@cemcon.com
 Website: www.cemcon.com
 DDD HOLD COMPANY FILE NAME: EXHIBIT A-1
 DRAWN BY: RSP PLS. BY: PLS. HOLD M/A
 COMPLETION DATE: 2-22-18 A02 HOLD COMPANY

Legend
 PERMANENT EASEMENT
 TEMPORARY EASEMENT (T.E.)

NOT TO SCALE

EXHIBIT B-1

**LEGAL DESCRIPTION
PERMANENT WATERMAN EASEMENT**

THE SOUTH 10 FEET OF THE FOLLOWING DESCRIBED PARCEL: TRACT 1 (EXCEPT THAT PART FALLING IN STERNS ROAD) IN KENROY'S APPLE ORCHARD ASSESSMENT PLAT NO. 20, BEING AN ASSESSMENT PLAT OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 19, 1979 AS DOCUMENT R1979-084948, IN DUPAGE COUNTY, ILLINOIS.

**LEGAL DESCRIPTION
TEMPORARY EASEMENT**

THE NORTH 10 FEET OF THE SOUTH 20 FEET OF THE FOLLOWING DESCRIBED PARCEL: TRACT 1 (EXCEPT THAT PART FALLING IN STERNS ROAD) IN KENROY'S APPLE ORCHARD ASSESSMENT PLAT NO. 20, BEING AN ASSESSMENT PLAT OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 19, 1979 AS DOCUMENT R1979-084948, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B-2

**LEGAL DESCRIPTION
PERMANENT WATERMAN EASEMENT**

THE SOUTH 20 FEET OF THE WEST 135 FEET AND THE SOUTH 10 FEET (EXCEPT THE WEST 135 FEET) OF THE FOLLOWING DESCRIBED PARCEL: THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THE EAST 16.5 FEET THEREOF) OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF STEARNS ROAD, IN DUPAGE COUNTY, ILLINOIS.

**LEGAL DESCRIPTION
TEMPORARY EASEMENT**

THE NORTH 10 FEET OF THE SOUTH 30 FEET OF THE WEST 120 FEET OF THE FOLLOWING DESCRIBED TRACT: THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THE EAST 16.5 FEET THEREOF) OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF STEARNS ROAD, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B-3**LEGAL DESCRIPTION
PERMANENT WATERMAN EASEMENT**

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID QUARTER-QUARTER SECTION AND THE NORTH LINE OF STEARNS ROAD (SAID NORTH LINE BEING 40 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID ROAD); THENCE NORTH 00 DEGREES 27 MINUTES 40 SECONDS EAST, 10.06 FEET ALONG SAID QUARTER-QUARTER LINE TO A LINE THAT IS 10 FEET NORTHERLY OF AND PARALLEL WITH THE NORTH LINE OF STEARNS ROAD; THENCE EASTERLY, 185.65 FEET ALONG SAID PARALLEL LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4,481.91 FEET, A CHORD BEARING SOUTH 84 DEGREES 15 MINUTES 59 SECONDS EAST; THENCE SOUTH 89 DEGREES 14 MINUTES 28 SECONDS EAST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES), 299.85 FEET NON-TANGENT TO THE LAST DESCRIBED COURSE; THENCE NORTH 87 DEGREES 18 MINUTES 02 SECONDS EAST, 73.38 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 36 SECONDS EAST, 610.13 FEET; THENCE SOUTH 86 DEGREES 19 MINUTES 29 SECONDS EAST, 116.56 FEET TO THE WEST LINE OF BARTLETT ROAD (SAID WEST LINE BEING 50 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID ROAD); THENCE SOUTH 00 DEGREES 31 MINUTES 02 SECONDS WEST, 10.02 FEET ALONG SAID WEST LINE TO A POINT THAT IS 3.55 FEET NORTH OF, AS MEASURED ALONG SAID WEST LINE, OF THE INTERSECTION OF THE NORTH LINE STEARNS AND THE WEST LINE OF BARTLETT ROAD, AFORESAID; THENCE NORTH 88 DEGREES 19 MINUTES 29 SECONDS WEST, 116.75 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 36 SECONDS WEST, 609.57 FEET; THENCE SOUTH 87 DEGREES 18 MINUTES 02 SECONDS WEST, 73.49 FEET; THENCE SOUTH 89 DEGREES 14 MINUTES 28 SECONDS WEST, 300.48 FEET TO THE NORTH LINE OF STEARNS ROAD, AFORESAID; THENCE WESTERLY, 185.27 FEET ALONG SAID NORTH LINE BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,481.91 FEET, A CHORD BEARING NORTH 04 DEGREES 32 MINUTES 34 SECONDS EAST TANGENT TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B-3 CONTINUED**LEGAL DESCRIPTION
TEMPORARY EASEMENT
T.E. #1**

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID QUARTER-QUARTER SECTION AND THE NORTH LINE OF STEARNS ROAD (SAID NORTH LINE BEING 40 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID ROAD); THENCE NORTH 00 DEGREES 27 MINUTES 40 SECONDS EAST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES, 10.08 FEET ALONG SAID QUARTER-QUARTER LINE TO A POINT OF BEGINNING ON A LINE THAT IS 10 FEET NORTHERLY OF AND PARALLEL WITH THE NORTH LINE OF STEARNS ROAD; THENCE CONTINUING NORTHERLY ALONG SAID QUARTER- QUARTER LINE 10.08 FEET TO A LINE THAT IS 20 FEET NORTHERLY AND PARALLEL WITH THE NORTH LINE OF STEARNS ROAD, AFORESAID; THENCE EASTERLY, 186.37 FEET ALONG SAID PARALLEL LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4,471.91 FEET, A CHORD BEARING SOUTH 84 DEGREES 15 MINUTES 33 SECONDS EAST; THENCE SOUTH 04 DEGREES 32 MINUTES 49 SECONDS WEST, 10.0 FEET TO THE AFOREMENTIONED LINE THAT IS 10.0 NORTHERLY AND PARALLEL WITH THE NORTH LINE OF STEARNS ROAD; THENCE WESTERLY 185.65 FEET PARALLEL WITH THE NORTH LINE OF STEARNS ROAD, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,481.91 FEET, A CHORD BEARING NORTH 84 DEGREES 15 MINUTES 59 WEST TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

T.E. #2

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF BARTLETT ROAD (SAID WEST LINE BEING 50 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF SAID ROAD) THAT IS 13.57 NORTH OF THE NORTH LINE OF STEARNS ROAD (SAID NORTH LINE BEING 40 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF SAID ROAD); THENCE NORTH 86 DEGREES 19 MINUTES 29 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES), 105.55 FEET; THENCE NORTH 03 DEGREES 40 MINUTES 31 SECONDS EAST, 10.0 FEET; THENCE SOUTH 86 DEGREES 19 MINUTES 29 SECONDS EAST, 105.0 FEET TO THE AFORESAID WEST LINE; THENCE SOUTH 00 DEGREES 31 MINUTES 02 SECONDS WEST, 10.02 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

T.E. #3

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID QUARTER-QUARTER SECTION AND THE NORTH LINE OF STEARNS ROAD (SAID NORTH LINE BEING 40 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID ROAD); THENCE EASTERLY, 185.27 FEET ALONG SAID NORTH LINE BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4,491.91 FEET, A CHORD BEARING OF SOUTH 84 DEGREES 16 MINUTES 33 SECONDS EAST TO A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 14 MINUTES 28 SECONDS EAST, 300.48 FEET NON-TANGENT TO THE LAST DESCRIBED COURSE; THENCE NORTH 87 DEGREES 18 MINUTES 02 SECONDS EAST, 73.49 FEET; NORTH 89 DEGREES 30 MINUTES 38 SECONDS EAST, 609.57 FEET; THENCE SOUTH 86 DEGREES 19 MINUTES 29 SECONDS EAST, 116.75 FEET TO THE WEST LINE OF BARTLETT ROAD (SAID WEST LINE BEING 50 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID ROAD); THENCE SOUTH 00 DEGREES 31 MINUTES 02 SECONDS WEST, 3.55 FEET ALONG SAID WEST LINE TO THE AFOREMENTIONED NORTH LINE OF STEARNS ROAD; THENCE SOUTH 89 DEGREES 22 MINUTES 52 SECONDS WEST, 695.84 FEET ALONG SAID NORTH LINE; THENCE WESTERLY, 404.67 FEET ALONG SAID NORTH LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4,491.91 FEET, A CHORD BEARING NORTH 88 DEGREES 02 MINUTES 17 SECONDS WEST TANGENT TO THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Exhibit 2
Partial Depiction of Subject Property

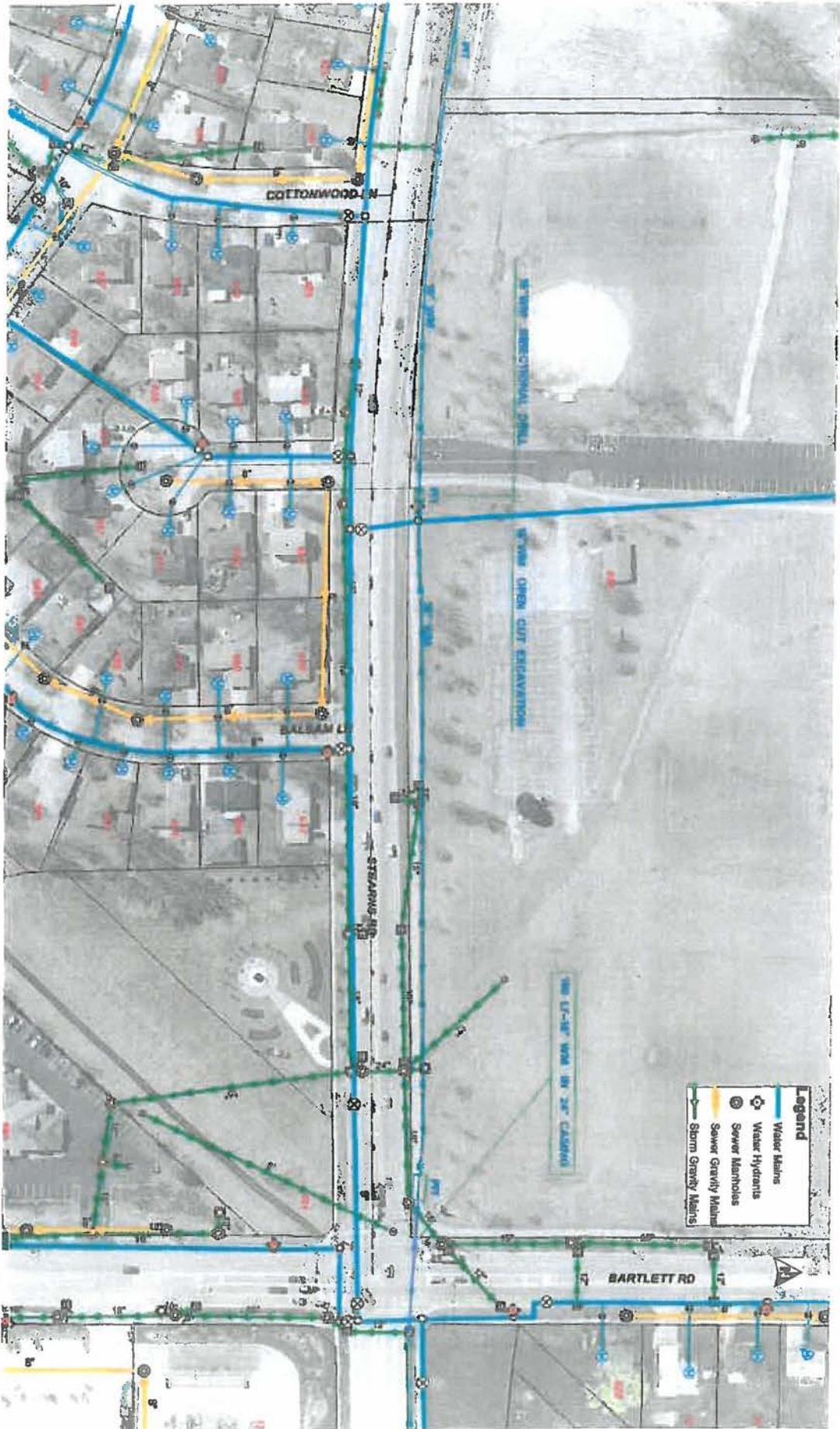


EXHIBIT 2

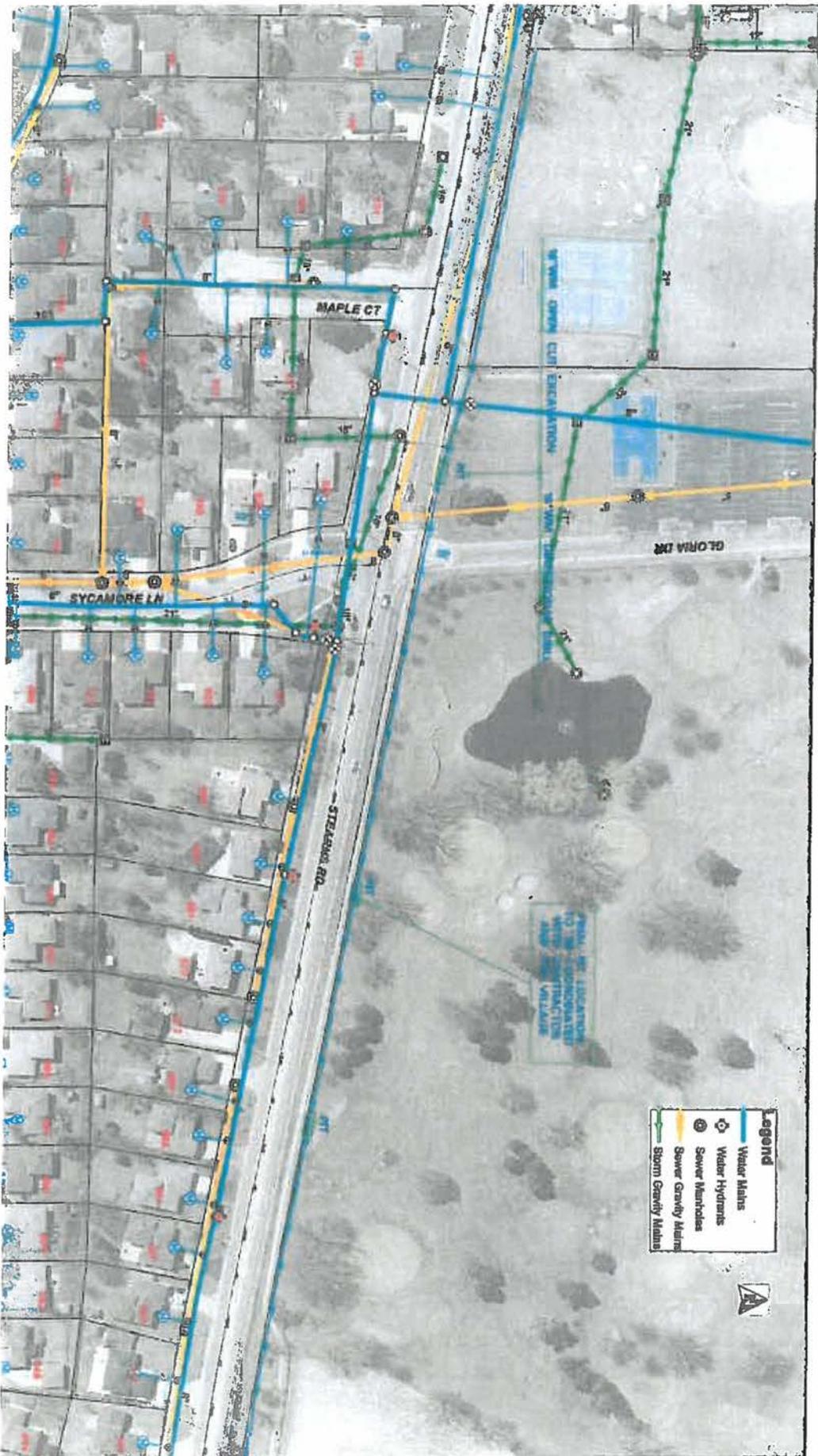


EXHIBIT 2



Agenda Item Executive Summary

Item Name Transmission Main Intergovernmental Committee
 Agreement with the Bartlett Park District or Board Board

BUDGET IMPACT

Amount: \$ Budgeted N/A

List what
fund N/A

EXECUTIVE SUMMARY

The attached intergovernmental agreement is for a 12" 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 west side of Villa Olivia Golf Course from Rose Ln. to Lake St. and connects to the Lake St. pump station.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Intergovernmental Agreement and Exhibits

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2018-_____, a resolution approving of the intergovernmental agreement between the Village of Bartlett and the Bartlett Park District.

Staff: Dan Dinges, Director of Public Works Date: 04/9/18

PUBLIC WORKS MEMO



DATE: April 2, 2018

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Bartlett Park District IGA for Transmission Main

The attached intergovernmental agreement is for a 12" 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 west side of Villa Olivia Golf Course from Rose Ln. to Lake St. and connects to the Lake St. pump station.

MOTION: I move to approve Resolution 2018-_____, a resolution approving of the intergovernmental agreement between the Village of Bartlett and the Bartlett Park District.

RESOLUTION 2018 - _____

**A RESOLUTION APPROVING OF THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND THE BARTLETT PARK DISTRICT**

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois, 1970, authorizes units of local government, including municipalities, to enter into contracts to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois, 1970, authorizes units of local government to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by law; and

WHEREAS, Illinois Compiled Statutes, Chapter 5, Section 1190/1, *et seq.*, known as the Intergovernmental Cooperation Act, authorizes units of local government in Illinois to exercise jointly with any other public agency within the state, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, the Park District and the Village are units of local government within the meaning of Article VII, Section 10, of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act; and

WHEREAS, the Village is a home rule unit of government which may lawfully exercise any power or perform any function relating to its government and affairs; and

WHEREAS, the various undertakings by the Park District and by the Village in this Agreement relate to the respective government and affairs of the Park District and the Village; and

WHEREAS, there exists a certain Grant of Easements recorded on November 12, 1986 as Document No. 2640992 signed by the prior owners of the property commonly known as Villa Olivia before said property was acquired by the Park District (hereinafter referred to as the "Existing Blanket Easement") which encumbers and runs with the Villa Olivia Property and grants to certain public utilities and governmental entities, and their respective licensees, including the Village of Bartlett, easements in gross to construct, operate, maintain, renew, relocate and remove among other things:

"(1) underground water and sewer mains, water and sewer valves, manholes and appurtenances used in connection with the underground transmission and distribution of a public water supply and the provision of underground sanitary sewer service."

and

WHEREAS, the Village arranged for the receipt and distribution of Lake Michigan water to service the Village's water needs, and desires to install a twelve (12) inch water main pits and related improvements (the "Improvements") in designated locations on the Villa Olivia Property in order to distribute Lake Michigan water to various portions of the Village and the Village is willing and the parties hereto desire to limit the areas of the Villa Olivia property to be impacted; to define the scope of the work; provide restoration, insurance and indemnification obligations upon the Village and/or its contractors; and provide for the connection and installation of a six (6) inch water service line and a six (6) inch sanitary sewer service line to the Park District's golf course maintenance garage in accordance with a certain engineer plan, based on the terms and conditions of this Intergovernmental Agreement;

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 Intergovernmental Agreement dated April 17, 2018, between the Village of Bartlett and the Bartlett Park District (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 Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 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 Giless, Village Clerk

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2018 between the Bartlett Park District, an Illinois park district (the "Park District"), and Village of Bartlett, an Illinois municipal corporation (the "Village"). The Park District and the Village are hereinafter referred to individually as a "Party," and together referred to as the "Parties".

RECITALS

A. Article VII, Section 10, of the Constitution of the State of Illinois, 1970, authorizes units of local government, including municipalities, to enter into contracts to exercise, combine or transfer any power or function not prohibited to them by law or ordinance.

B. Article VII, Section 10, of the Constitution of the State of Illinois, 1970, authorizes units of local government to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by law.

C. Illinois Compiled Statutes, Chapter 5, Section 1190/1, *et seq.*, known as the Intergovernmental Cooperation Act, authorizes units of local government in Illinois to exercise jointly with any other public agency within the state, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually and to enter into contracts for the performance of governmental services, activities and undertakings.

D. The Park District and the Village are units of local government within the meaning of Article VII, Section 10, of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act.

E. The Village is a home rule unit of government which may lawfully exercise any power or perform any function relating to its government and affairs.

F. The various undertakings by the Park District and by the Village in this Agreement relate to the respective government and affairs of the Park District and the Village.

G. Lyons Savings & Loan Association, not individually but as Trustee under Trust Agreement dated September 1, 1982 and known as Trust No. 102, being the legal owner on November 15, 1982 of the property legally described on Exhibit A to the Grant of Easements attached hereto as Exhibit 1, and Chicago Title & Trust Company, not individually, but as Trustee under Trust Agreement dated November 20, 1962 and known as Trust No. 45087, and Exchange National Bank of Chicago, successor to Central National Bank in Chicago, not individually but as Trustee under Trust Agreement dated October 4, 1968 and known as Trust No. 15280, being the legal owners on November 5, 1982 of the property legally described in Exhibit B to the Grant of Easements attached hereto as Exhibit 1, which was recorded on November 12, 1982 as Document No. 2640992 (hereinafter

referred to as the “Existing Blanket Easement”) against said properties legally described on **Exhibits A and B** thereto which are expressly incorporated herein and made Exhibits A and B hereto, granting to certain public utilities and governmental entities, and their respective licensees, including the Village of Bartlett, easements in gross to construct, operate, maintain, renew, relocate and remove among other things:

“(1) underground water and sewer mains, water and sewer valves, manholes and appurtenances used in connection with the underground transmission and distribution of a public water supply and the provision of underground sanitary sewer service.”

H. The Park District is the current owner of certain real property commonly referred to as Villa Olivia located at 1401 Lake Street, Bartlett, Illinois 60103, which includes the property legally described on Exhibits A and B, attached to and incorporated as part of this Agreement, including the northwest portion of Villa Olivia depicted on **Exhibit C** attached hereto (the “Subject Property”).

I. The property legally described on Exhibits A and B now owned by the Park District is encumbered by the Existing Blanket Easement which was executed by the prior owners of Villa Oliva, which Existing Blanket Easement runs with the land and binds the future owners of Villa Olivia, including the Park District as the current owner of Villa Oliva.

J. The Village arranged for the receipt and distribution of Lake Michigan water to service the Village’s water needs, and desires to install a twelve (12) inch water main pits and related improvements (the “Improvements”) in designated locations on the Subject Property depicted on Exhibit C in order to distribute Lake Michigan water to various portions of the Village (the “Water Main Premises”).

K. The Village requires the use of the Water Main Premises for the purposes of ingress, egress and construction of the Improvements on, over, and across that portion of the Subject Property generally described as fifteen (15) feet on both sides of the 12” water main depicted in red and the pits depicted in green on Exhibit C and defined in **Exhibit D** (the “Construction Area”) in order to construct the Improvements which are authorized to be constructed under the terms of the Existing Blanket Easement; however, the Village is willing and the parties hereto desire to limit the areas of the Subject Property to be impacted; to define the scope of the work; provide restoration, insurance and indemnification obligations upon the Village and/or its contractors; and provide for the connection and installation of a six (6) inch water service line from the twelve (12) inch water main, and a six (6) inch sanitary sewer service line to be installed on the Subject Property to the Park District’s golf course maintenance garage depicted on Exhibit C, based on the terms and conditions of this Intergovernmental Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the Parties agree that:

1. Recitals Incorporated. The foregoing Recitals are incorporated herein by reference as though fully set forth in this Section 1.

2. Temporary Construction Easement. Park District, as the owner of the Construction Area, for itself and its successors in title to all or any portion of the

Construction Area to the extent not already included in and authorized by the Existing Blanket Easement, hereby grants and conveys to the Village, a temporary construction easement (the "Temporary Construction Easement") on, over, across and through the Construction Area in order to construct the Improvements on the Water Main Premises in accordance with the terms of this Agreement, and to the extent the construction of the Improvements is already included and authorized by the Existing Blanket Easement, the same is modified as between the Park District as the successor owner of the Subject Property and the Village with respect to the construction and initial installation of the Improvements as provided in this Intergovernmental Agreement.

3. Park District Tap-on. In its bid for labor and materials to install the Improvements on the Premises, the Village shall include an alternate for the installation of a six (6) inch diameter water service line and a six (6) inch sanitary sewer service line in order to supply potable water and sewer service to the Park District's golf course maintenance building where shown on the engineering plans attached as Exhibit E. The Park District may, at its sole cost and expense, contract with the successful bidder or the Village to cause said tap-on and service lines to be constructed and installed. The Park District may also relocate, modify, and alter said service lines in compliance with applicable law. The Park District may tap-on and connect to the Village's water main and sanitary sewer main to be installed on the Subject Property by the Village or its contractor(s) at the Park District's sole cost and expense to serve other portions of the Subject Property at any time so long as such tap-on will not result in a violation of any of applicable laws, ordinances, codes and regulations and provided that the Park District has received all required approvals from applicable governmental authorities. The Village shall waive any tap-on and connection fee for said initial tap-ons and/or connections of the six (6) inch water and sanitary sewer service. Any such relocation, modification, alteration or additional tap-on by the Park District shall be made at the Park District's sole expense and shall be done in a manner so as to minimize the interruption of the Village's use of the Improvements for its intended purposes.

4. Expiration. The Temporary Construction Easement granted in Section 2 of this Agreement is a temporary easement and, unless it is extended in writing by the Park District, shall expire, without any action by either Party, on December 31, 2019; however, said expiration shall not in any manner abrogate or terminate the permanent easement rights granted to the Village under the Existing Blanket Easement, including its ongoing rights to operate, maintain, renew, relocate and remove the Improvements.

5. Construction Activity.

a. The Village will at its sole cost and expense, construct the Improvements in accordance with plans approved by the Village Engineer and in accordance with the Village's engineering standards and specifications, including the excerpted sheets therefrom attached hereto as **Exhibit E**.

b. The Village agrees to use due care in the construction and installation of the Improvements, so as not to unreasonably disturb the Park District's use of the Subject Property as a golf course with related amenities.

c. Prior to beginning construction of the Improvements, the Village shall erect a temporary construction fence acceptable to the Park District around the Construction Area, to ensure that all construction activity including access is confined within the designated areas. The fence shall not be removed until all preliminary restoration work has been completed and accepted by the Park District in accordance with Section 6 of this Agreement. The Village shall not permit its construction personnel to be outside of the designated construction areas while engaged in construction activities.

d. The Village covenants and agrees to properly maintain the Construction Area and Water Main Premises and keep same in good order, free and clear from rubbish. All trees, stumps, and other debris resulting from the construction of the Improvements shall be legally disposed of off of the Subject Property by the Village.

e. The Park District shall not be responsible for or have control over the construction means, methods, techniques or procedures with respect to the construction of the Improvements performed by the Village. In no event shall the Park District be responsible for or have any obligation with respect to the safety of any person performing work for, or on behalf of, the Village on the Improvements, including, without limitation, the Village's employees, contractors or the personnel of any contractor, subcontractor, agent or consultant retained by the Village.

f. The Village shall take such measures as are necessary to ensure that the Water Main Premises are maintained in a reasonably safe condition during construction of the Improvements. Such measures shall include the installation of appropriate barricades and warning signs, and the strict enforcement of all applicable safety rules and regulations. All construction or other work or activity by the Village or by any contractor, subcontractor, consultant, or other entity hired by the Village to perform such construction or other work or activity within the Water Main Premises shall be performed in a safe and sound manner and in accordance with all applicable federal, state and local laws.

6. Restoration. Upon completion of the construction of the Improvements, the Village shall, at its sole cost and expense, restore the Construction Area to the condition existing immediately prior to the commencement of the work, including but not limited to: (i) replacing any and all topsoil removed by Village on any portion of the Construction Area; (ii) replacing any and all natural grass removed by seeding with a good quality seed on any portion of the Construction Area; (iii) re-installing any park signage that was removed; (iv) restoring any pavement damaged or removed during construction on any portion of the Construction Area, including but not limited to any damaged or removed portion of the golf course cart path; (v) replacing any damaged or destroyed park amenity, with a new amenity of the same kind and as approved in advance by the Park District; and (vi) restoring any portion of the Water Main Premises, Subject Property and any other adjacent property damaged or otherwise disturbed in connection with the construction of the Improvements to the same condition which existed immediately prior to the beginning the construction of the Improvements performed on the Water Main Premises in accordance with this Section. All restoration shall be completed within thirty (30) days after construction of the Improvements are complete or, if the restoration cannot be reasonably completed within 30 days, the period for restoration shall be extended for a reasonable time, as approved by the Park District, if the Village has undertaken the restoration work within the 30-day period and continues to diligently and in good faith to complete the restoration. Park District shall

determine in its sole and reasonable discretion when restoration of the Construction Area, Water Main Premises, the Subject Property, and any adjacent property is complete.

7. Indemnification. Subject to the further terms and conditions contained herein and to the extent permitted by law, the Village hereby indemnifies and holds harmless the Park District, the Park District's board members, officers, employees, agents and volunteers ("Park District Indemnitees"), and shall defend the Park District Indemnitees, from and against all liabilities, claims, demands, causes of action, costs and expenses (including, without limitation, Legal Expenses) arising out of or related to any injury to or death of any person or damage to property (the "Injuries") occurring on or about the Subject Property to the extent caused by the Village's exercise of any of the Village's rights under this Agreement or from the Village's use of the Construction Area and/or of the Water Main Premises. To the extent permitted by law, the Village shall not be obligated or responsible to indemnify, hold harmless and defend the Park District Indemnitees, or any third party, from or against any liability, claim, demand, cause of action, cost or expense (including, without limitation, Legal Expenses) arising out of or related to any Injuries to the extent the same result from or arise out of the negligent or wrongful acts or omissions of any of the Park District Indemnitees.

8. Insurance. The Village shall procure and maintain and shall require its contractors and subcontractors performing any work for the Village on the Water Main Premises to procure and maintain commercial general liability and property damage insurance, which insurance shall name the Park District Indemnitees as additional insureds thereon, in accordance with Exhibit F, attached to and incorporated as part of this Agreement.

9. License and Permits and Compliance with Laws. Village shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for, the construction and installation of the Improvements. Village shall comply with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances, including, but not limited to, those governing the prevention, abatement and elimination of pollution and/or protection of the environment and the employment of its workers.

10. Exceptions. The temporary construction easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations.

11. Binding Effect; Easement Runs with Land. This Agreement shall be binding upon and inure to the benefit of the Park District and the Village and their respective successors and assigns during the term of this Agreement. The temporary construction easement granted herein is intended to be and shall be construed as an easement running with the land, but only for the specified term of this Agreement.

12. Notices. All notices required or permitted to be given under this Agreement must be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally-recognized overnight delivery service, addressed as stated in this Section 11. Any mailed notice will be deemed to have been given and received within three (3) days

after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to Park District:

Executive Director
Bartlett Park District
969 Stearns Avenue
Bartlett, IL 60103

If to the Village:

Village Administrator
Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103

13. Miscellaneous.

a. This Agreement, including the Exhibits hereto, represents the entire agreement of the Parties with respect to the subject matter herein contained, and supersedes all prior or contemporaneous agreements, oral or written, with respect to said subject matter.

b. This Agreement may be amended only by a writing executed by both of the Parties subsequent to the date hereof, and authorized by the Parties' respective governing boards.

c. Each Party hereby warrants and represents to the other that all appropriate action of its governing board has been taken to authorize entry into and the execution of this Agreement by it, by the persons signing below, and each Party shall provide proof thereof on request of the other Party.

d. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a Party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of Village and/or Park District, and/or any of its respective officials, officers and/or employees.

e. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

f. Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.

g. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by a duly authorized officer thereof as of the day and year first above written.

BARTLETT PARK DISTRICT

VILLAGE OF BARTLETT

By: _____
President

By: _____
Kevin Wallace, President

Attest:

Attest:

Secretary

Lorna Giles, Village Clerk

VILLAGE'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Kevin Wallace, personally known to me to be the Village President of the Village of Bartlett, and Lorna Giless, personally known to me to be the Village Clerk of said Village, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and as such Village Clerk, they signed and delivered such instrument as Village President and Village Clerk, respectively, and caused the seal of said Village to be affixed thereto, as their free and voluntary act and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2018.

Notary Public

My Commission expires: _____

EXHIBIT 1

EXISTING BLANKET EASEMENT

[Attached including Exhibits A and B thereto, which are incorporated as **Exhibits A and B** hereto]

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3629 26 409 902 F

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GRANT OF EASEMENTS

NOV. 12 1982

86-58-81

The Grantors, LYONS SAVINGS & LOAN ASSOCIATION, not individually but as Trustees under a Trust Agreement dated September 1, 1982 and known as Trust No. 185 ("Lyons"), as owner of the property legally described in Exhibit A (the "Development Property"), and Chicago Title & Trust Company, not individually but as Trustee under a Trust Agreement dated November 20, 1982 and known as Trust No. 49887 ("Chicago") and Exchange National Bank of Chicago, successor to Central National Bank in Chicago, not individually but as Trustees under a Trust Agreement dated October 4, 1968 and known as Trust No. 15280 ("Exchange"), as owners of the property legally described in Exhibit B (the "Golf Course Property"), in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, hereby give and grant to Commonwealth Edison Company, Northern Illinois Gas Company, Illinois Bell Telephone Company, the Village of Bartlett, Cable Net Company, County of Cook, Bartlett and Countryside Fire Protection District, and any other public utilities or governmental bodies, and their respective licensees, successors and assigns, jointly and severally as the case may be, easements to construct, operate, maintain, renew, relocate and remove:

(1) underground water and sewer mains, water and sewer valves, manholes and appurtenances, used in connection with the underground transmission and distribution of a public water supply and the provision of underground sanitary sewer service; and

(2) poles, cables, conduits, transformers, pipes, fire lines, cable television and other underground electrical, gas and telephone or other communication facilities used in connection with the underground transmission and distribution of gas, electricity and sounds and signals,

together with the right of access to the same and the right, from time to time, to trim or remove trees, bushes and saplings and to clean obstructions from the surface and subsurface as may be reasonably required incident to the grant herein given, in, over, under, across, along and upon the surface of the Development Property (except that the aforesaid easement shall not encompass any portion of the Development Property which, prior to the installation of the facilities referred to in paragraphs numbered (1) and (2) above thereon, shall be physically occupied by a dwelling or any portion of the Development Property within 10' of the foundations of such dwelling) and the Golf Course Property described in Exhibits A & B, respectively, hereto.

This Grant of Easement is executed by Chicago, Exchange and Lyons not personally but as Trustees as aforesaid in the exercise of the power and

Approved: *BE*

RETURN TO:
KENNER 714/4
Chicago Title R. 533

Exhibit

26409902

NOV. 12 1922

authority conferred upon and vested in them as such Trustees and all covenants and conditions to be performed by them hereunder are undertaken by them solely as Trustees as aforesaid, it being expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said Chicago Title & Trust Company, Exchange National Bank of Chicago or Lyons Savings & Loan Association, either individually or personally to perform any covenant either express or implied herein, all such liability, if any, being expressly waived by the parties and by every person now or hereafter claiming any right or interest hereunder.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the 5th day of November, 1922.

LYONS SAVINGS & LOAN ASSOCIATION,
not individually but as Trustee as
aforesaid

ATTEST:

By: William E. Hale
Its: Asst. Trust Officer

By: Sarah M. Miller
Its: President

CHICAGO TITLE AND TRUST COMPANY,
not individually but as Trustee as
aforesaid

ATTEST:

By: [Signature]
Its: Asst. Trust Officer

By: [Signature]
Its: Assistant Vice President

EXCHANGE NATIONAL BANK OF CHICAGO,
not individually but as Trustee as
aforesaid

ATTEST:

By: [Signature]
Its: Trust Officer

By: [Signature]
Its: Asst. Vice President

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1922 NOV 12 PM 1:54

Lidney R. Olsen
RECORDS DEPARTMENT
26409902

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NOV. 12 1982

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named MARTIN S. EDWARDS ASST. VICE PRESIDENT and CHRISTINA SWAN Secretary of Exchange National Bank of Chicago, a national banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. VICE President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said banking corporation as Trustee under Trust No. 15280 for the uses and purposes therein set forth and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said banking corporation, did cause the corporate seal of said corporation to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5 day of November, 1982.
Martin S. Edwards
Notary Public

My Commission Expires: 12-19-84

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Barbara Miller President and William E. Hale ASST. TRUST OFFICER of Lyons Savings & Loan Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and ASST. TRUST OFFICER, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Association as Trustee under Trust No. 102 for the uses and purposes

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therein set forth and the said Asst. Trust Officer then and there acknowledged that he, as custodian of the corporate seal of said Association, did cause the corporate seal of said Association to be affixed to said instrument as said Asst. Trust Officer's own free and voluntary act and as the free and voluntary act of said Association for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 5th day of November, 1982

Phyllis Ferris
Notary Public

My Commission Expires October 20, 1985

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal _____ Date-

Monica Sanders
Notary Public

26409202
031102

NOV. 12 1982

EXHIBIT A
TO
GRANT OF EASEMENT
(Development Property)

NOV. 12 1982

THAT PART OF THE
SOUTHWEST 1/4 OF SECTION 28 AND THE SOUTHEAST 1/4 OF SECTION 29,
TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF
THE WEST LINE OF NAPERVILLE ROAD (BEING 66.80 FEET IN WIDTH) WITH
THE NORTH LINE OF SPAULDING ROAD (BEING A LINE 23.8 FEET NORTH OF
AND PARALLEL WITH THE CENTER LINE THEREOF, SAID CENTER LINE
BEING 1094.36 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 28 (AS
MEASURED ALONG THE EAST LINE OF NAPERVILLE ROAD, AFORESAID) AND
1086.83 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 28 (AS
MEASURED ALONG THE WEST LINE OF SAID SECTION 28); THENCE SOUTH 87
DEGREES 23 MINUTES 29 SECONDS WEST ALONG SAID NORTH LINE OF
SPAULDING ROAD, 1382.95 FEET TO THE WEST LINE OF SAID SECTION 28;
THENCE CONTINUING SOUTH 87 DEGREES 23 MINUTES 29 SECONDS WEST
ALONG SAID NORTH LINE 2.73 FEET; THENCE SOUTH 81 DEGREES 51
MINUTES 01 SECONDS WEST, ALONG THE NORTH LINE OF SPAULDING ROAD,
783.93 FEET; THENCE NORTH 51 DEGREES 47 MINUTES 21 SECONDS EAST
974.11 FEET; THENCE NORTH 67 DEGREES 23 MINUTES 29 SECONDS WEST
1127.69 FEET; THENCE NORTH 1 DEGREE 05 MINUTES 38 SECONDS WEST
ALONG A LINE DRAWN PARALLEL WITH THE WEST LINE OF NAPERVILLE
ROAD, AFORESAID, 11.87 FEET; THENCE NORTH 88 DEGREES 54 MINUTES 30
SECONDS EAST, ALONG A LINE DRAWN PERPENDICULARLY TO THE WEST
LINE OF SAID NAPERVILLE ROAD, 89.96 FEET, TO A POINT ON THE
AFORESAID WEST LINE; THENCE SOUTH 1 DEGREE 05 MINUTES 38 SECONDS
EAST, 656.74 FEET, ALONG SAID WEST LINE TO THE HEREINABOVE
DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 IN VILLA OLIVIA UNIT-1,
BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 28 AND THE
SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B
TO
GRANT OF EASEMENT

(Golf Course Property)

PARCELS 1, 2, 3 and 4 HEREON, EXCEPT FOR VILLA OLIVIA UNIT-1 SUBDIVISION

NOV. 12 1988

PARCEL 1:
THAT PART OF SECTIONS 28 AND 29, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT OF INTERSECTION OF THE CENTER LINE OF LAKE STREET WITH THE EAST LINE OF SAUNDERS ROAD AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAUNDERS ROAD, A DISTANCE OF 3111.62 FEET TO A POINT OF INTERSECTION OF SAID EAST LINE OF SAUNDERS ROAD WITH THE CENTER LINE OF SPAULDING ROAD, SAID POINT BEING 1094.36 FEET NORTH OF SOUTH LINE OF SAID SECTION 28 (MEASURED ALONG THE EAST LINE OF SAUNDERS ROAD); THENCE WEST ALONG THE CENTER LINE OF SPAULDING ROAD, SAID ROAD BEING ON THE NORTH SIDE OF HEARFIELD PARK, A DISTANCE OF 1368.38 FEET TO A POINT OF INTERSECTION OF SAID CENTER LINE OF SAUNDERS ROAD WITH THE WEST LINE OF SAID SECTION 28 AT A POINT WHICH IS 1040.03 FEET NORTH OF THE SOUTH WEST CORNER OF SAID SECTION 28; THENCE NORTH ON SAID WEST LINE OF SECTION 28, A DISTANCE OF 1566.19 FEET TO QUARTER SECTION CORNER BETWEEN SAID SECTIONS 28 AND 29; THENCE WEST ON THE SOUTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 29, A DISTANCE OF 660 FEET TO A POINT; THENCE NORTH ON A STRAIGHT LINE, A DISTANCE OF 2247.35 FEET TO A POINT IN THE CENTER LINE OF LAKE STREET SAID POINT BEING 680.02 FEET WEST (AT RIGHT ANGLE MEASUREMENTS) OF THE EAST LINE OF SAID SECTION 29; THENCE EASTERLY ON A CURVED LINE CONVEX TO THE SOUTH AND HAVING A RADIUS OF 3203.87 FEET, SAID CURVED LINE BEING THE CENTER LINE OF LAKE STREET AS NOW CONSTRUCTED AND RECORDED IN BOOK 300, PAGE 29 AND BOOK 301 PAGE 18 AND BEING 305 OF PLATS ON PAGE 15, A DISTANCE OF 597.91 FEET TO THE POINT OF TANGENCY, THENCE CONTINUING EASTERLY ALONG SAID CENTER LINE OF LAKE STREET AND TANGENT TO SAID LAST DESCRIBED CURVED LINE A DISTANCE OF 85.60 FEET TO THE POINT OF INTERSECTION OF SAID CENTER LINE WITH SAID LINE BETWEEN SECTIONS 28 AND 29 SAID POINT OF INTERSECTION BEING 400.18 FEET SOUTH OF THE NORTH CORNER OF SAID SECTIONS, SAID SECTION LINE FORMING AN ANGLE OF 94 DEGREES 57 MINUTES 20 SECONDS MEASURED FROM SOUTH TO EAST WITH A PROLONGATION OF SAID CENTER LINE; THENCE CONTINUING EASTERLY ALONG SAID CENTER LINE OF LAKE STREET ON SAID TANGENT LINE A DISTANCE OF 227.98 FEET TO A POINT OF CURVE; THENCE EASTERLY ALONG THE CENTER LINE OF LAKE STREET ON A CURVED LINE CONVEX TO THE NORTH EAST AND HAVING A RADIUS OF 1000.80 FEET, A DISTANCE OF 968.70 FEET TO A POINT OF TANGENCY, THENCE SOUTH EASTERLY ON A STRAIGHT LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AND BEING ON THE CENTER LINE OF LAKE STREET, A DISTANCE OF 235.87 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTH EASTERLY ALONG THE CENTER LINE OF LAKE STREET ON A CURVED LINE CONVEX TO THE SOUTH WEST TANGENT TO SAID LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 1016.80 FEET, A DISTANCE OF 155.30 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART THEREOF DESCRIBED IN CASE NUMBER 77114952 CIRCUIT COURT OF COOK COUNTY, ILLINOIS)

PARCEL 2:
ALL THAT PART OF THE SOUTH-EAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF SPAULDING ROAD AND NORTH OF THE NORTHEASTLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILWAY, AND EAST OF A LINE 1557.00 FEET, AS MEASURED ON A LINE PERPENDICULAR TO THE EAST LINE OF SAID SOUTH EAST 1/4, WEST OF AND PARALLEL TO THE EAST LINE OF SAID SOUTH EAST 1/4 IN COOK COUNTY, ILLINOIS;

26409902

PARCEL 3:
 ALL THAT PART OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF SPAULDING ROAD AND EAST OF A LINE 865.00 FEET (AS MEASURED ON A LINE PERPENDICULAR TO THE EAST LINE OF SAID SOUTH EAST 1/4) WEST OF AND PARALLEL TO THE EAST LINE OF SAID SOUTH EAST 1/4 (EXCEPT PART COMMENCING AT THE NORTH EAST CORNER OF SAID SOUTH EAST 1/4 AND RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH EAST 1/4, SAID LINE FORMING A SOUTH WEST ANGLE OF 88 DEGREES 19 MINUTES 30 SECONDS WITH THE EAST LINE OF SAID SOUTH EAST 1/4 A DISTANCE OF 339 FEET TO A POINT; THENCE SOUTHEASTERLY IN A STRAIGHT LINE WHICH FORMS AN ANGLE WITH THE NORTH LINE OF SAID SOUTH EAST 1/4 OF 37 DEGREES 47 MINUTES 10 SECONDS, A DISTANCE OF 419.43 FEET TO A POINT IN THE EAST LINE OF SAID SOUTH EAST 1/4 WHICH IS 257.10 FEET SOUTH OF THE NORTH EAST CORNER OF SAID SOUTH EAST 1/4 THENCE NORTH ON SAID EAST LINE, A DISTANCE OF 257.10 TO THE PLACE OF BEGINNING):

PARCEL 4:
 THAT PART OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILWAY, EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE CHICAGO AND PACIFIC RAILWAY COMPANY BY DEED RECORDED MAY 10, 1878 IN BOOK 796, PAGE 480 ALSO EXCEPTING THEREFROM THOSE PARTS THEREOF CONVEYED TO THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY BY DEED RECORDED JUNE 13, 1910 AS DOCUMENT NUMBER 4577378, ALSO EXCEPTING THEREFROM THAT PART THEREOF FALLING SOUTHERLY OF THE CENTER LINE OF SPAULDING ROAD, ALSO EXCEPTING THEREFROM THAT PART THEREOF LYING EAST OF A LINE 865.00 FEET (AS MEASURED ON A LINE PERPENDICULAR TO THE EAST LINE OF SAID SOUTH EAST 1/4) WEST OF AND PARALLEL TO THE EAST LINE OF SAID SOUTH EAST 1/4 AND EXCEPTING ALSO THAT PART THEREOF LYING WEST OF A LINE 1903.00 FEET (AS MEASURED ON A LINE PERPENDICULAR TO THE EAST LINE OF SAID SOUTH EAST 1/4) WEST OF A PARALLEL TO THE EAST LINE OF SAID SOUTH EAST 1/4:

PARCEL 5:
 THAT PART OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE CHICAGO AND PACIFIC RAILROAD COMPANY BY DEED RECORDED MAY 10, 1878 IN BOOK 796, PAGE 480, ALSO EXCEPTING THEREFROM THOSE PARTS CONVEYED TO THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY BY DEED RECORDED JUNE 13, 1910, AS DOCUMENT NUMBER 4577378, ALSO EXCEPTING THEREFROM THAT PART OF SAID SOUTH EAST 1/4 LYING NORTH OF THE CENTER LINE OF SPAULDING ROAD AND EAST OF A LINE 1903 FEET (AS MEASURED ON A LINE PERPENDICULAR TO THE EAST LINE OF SAID SOUTH EAST 1/4) WEST OF AND PARALLEL TO THE EAST LINE OF SAID SOUTH EAST 1/4 AND EXCEPTING ALSO THE PART OF SAID SOUTH EAST 1/4 LYING SOUTH OF THE CENTER LINE OF SPAULDING ROAD AND EAST OF A LINE 1557 FEET (AS MEASURED ON A LINE PERPENDICULAR TO THE EAST LINE OF SAID SOUTH EAST 1/4) WEST OF AND PARALLEL TO THE EAST LINE OF SAID SOUTH EAST 1/4, AND EXCEPTING THAT PART OF SAID SOUTH EAST 1/4 BOUNDED AND DESCRIBED AS FOLLOWS:
 COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SOUTH EAST 1/4 OF SECTION 29 AFORESAID AND THE CENTER LINE OF HIGHWAY, BEING A LINE 613 FEET NORTH OF THE SOUTH EAST 1/4 OF SAID SOUTH EAST 1/4, THENCE NORTHEASTERLY ALONG SAID CENTER LINE A DISTANCE OF 111 FEET, THENCE NORTHERLY IN A STRAIGHT LINE 330 FEET TO A POINT 100 FEET EAST OF THE WEST LINE OF SAID SOUTH EAST 1/4 THENCE WESTERLY PARALLEL TO THE CENTER LINE OF SAID HIGHWAY, 100 FEET TO A POINT IN SAID WESTERLY LINE OF THE SOUTH EAST 1/4 OF SECTION 29, THENCE SOUTHERLY ALONG THE WEST LINE OF SAID QUARTER SECTION 330 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

NOV. 12 1880

26409902

EXHIBIT C

SUBJECT PROPERTY

[Depiction of Northwest Portion of Villa Olivia]

27



EXHIBIT D

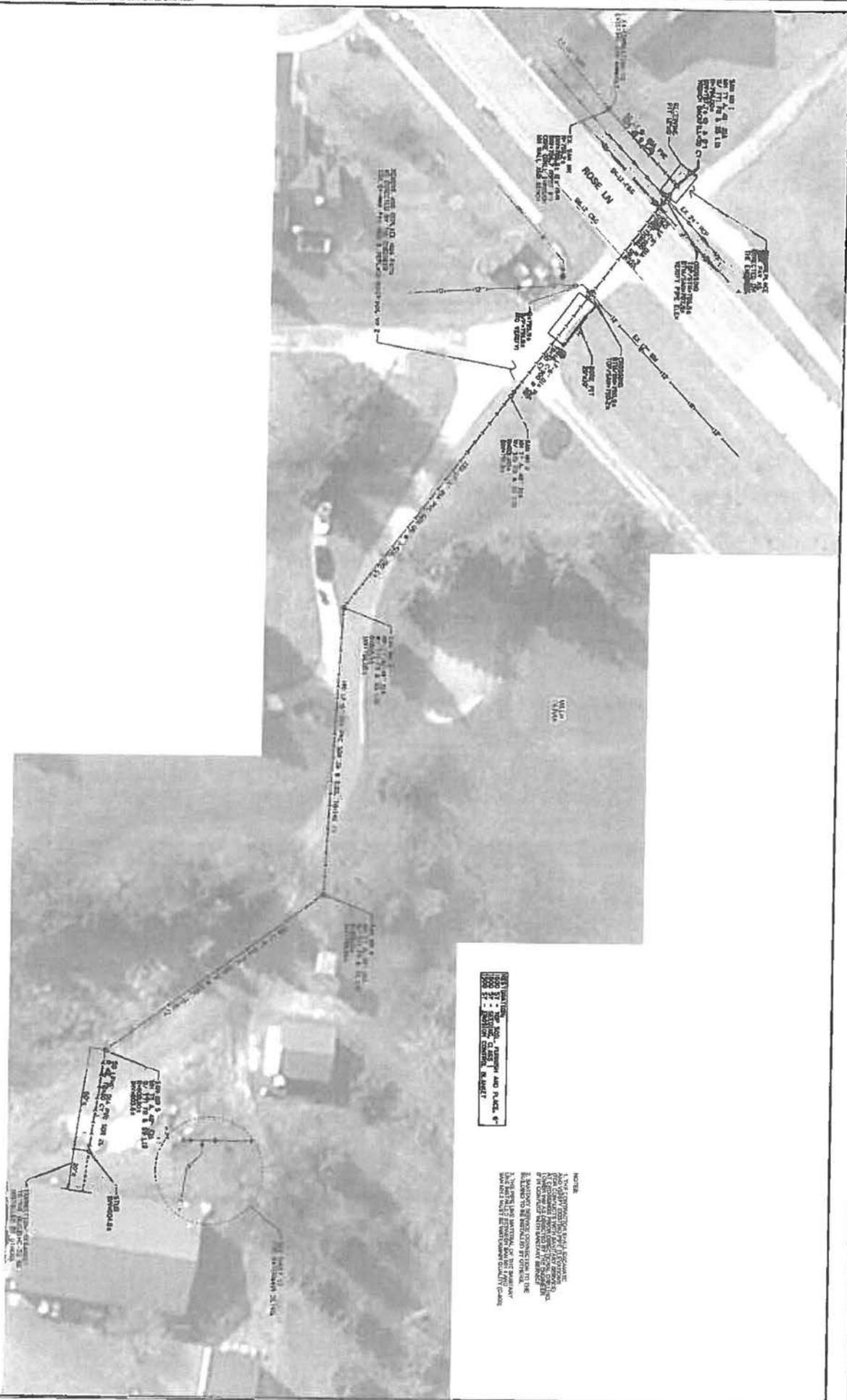
CONSTRUCTION AREA

[Also referred to in the Intergovernmental Agreement as the "Water Main Premises"]

The area fifteen feet in width on both sides of the 12" WM depicted in red and the four PITs depicted in green on Exhibit C.

EXHIBIT E

EXCERPTED PORTIONS OF ENGINEERING PLANS



NOTES:
 1. THE SPREADSHEET DATA FOR THIS PROJECT IS AVAILABLE ON THE PROJECT WEBSITE.
 2. THE SPREADSHEET DATA FOR THIS PROJECT IS AVAILABLE ON THE PROJECT WEBSITE.
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 3. THE SPREADSHEET DATA FOR THIS PROJECT IS AVAILABLE ON THE PROJECT WEBSITE.

This drawing shall not be used for any other purpose than that authorized by the engineer. Respec. 5/1/18

ACTION	NAME	DATE
DESIGN	S.S.	
DRAWN	DA	
CHECKED	DA	

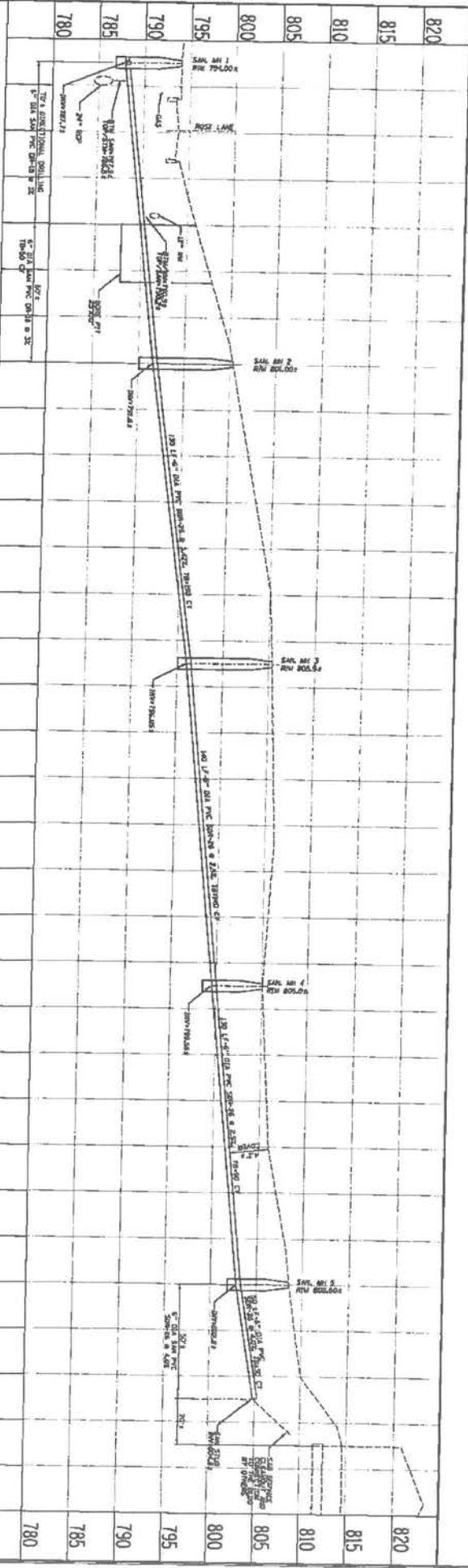
By: _____



PROJECT: TRANSMISSION MAIN BARTLETT, ILLINOIS

SHEET TITLE: SANITARY SERVICE PLAN VILLA OLIVIA

SCALE	PROJECT NO.	SHEET
1"=50'	DA-12	18
	DATE	04
		20



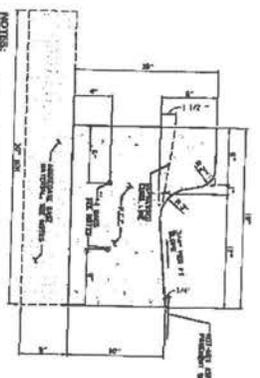
This drawing and not to be used nor reproduced either in whole in part except when authorized by the engineer. Release Source		ACTION Design Drawn Checked		NAME S.S. C.A. D.M.		NO. DATE REVISIONS		BY	
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REINING-BRAND
 ENGINEERING ARCHITECTURE
 1815 WEST 24TH STREET - CHICAGO, ILLINOIS 60616
 PHONE: 312-733-1100 FAX: 312-733-1101

PROJECT
 TRANSMISSION MAIN
 BARTLETT, ILLINOIS

SHEET TITLE
 SANITARY SERVICE PROFILE
 VILLA OLIVIA

SCALE: 1"=40'
 PROJECT NO.: BRT-12
 DATE: MARCH 2008
 SHEET 17 OF 20

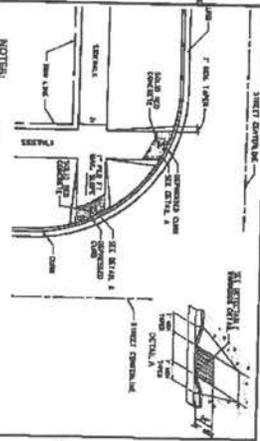


NOTES:

1. SEE GUTTER MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR GUTTER TYPE AND MATERIAL.
2. SEE GUTTER MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR GUTTER TYPE AND MATERIAL.
3. SEE GUTTER MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR GUTTER TYPE AND MATERIAL.
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10. SEE GUTTER MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR GUTTER TYPE AND MATERIAL.

STANDARD GATE CHANNEL & GUTTER

REVISION	DATE	BY	DESCRIPTION
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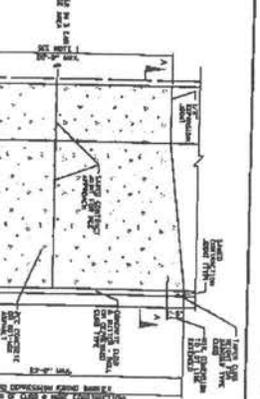


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PRESSURE CONNECTION VALVE

REVISION	DATE	BY	DESCRIPTION
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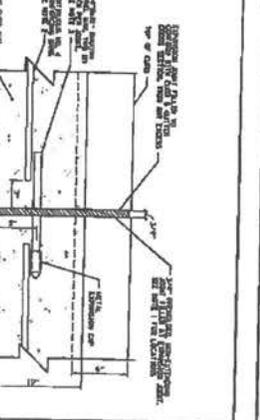


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10. SEE MANIFOLD MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR MANIFOLD TYPE AND MATERIAL.

WATER VALVE MANIFOLD TYPE - A

REVISION	DATE	BY	DESCRIPTION
1	03/12/18	JLB	ISSUE FOR CONSTRUCTION

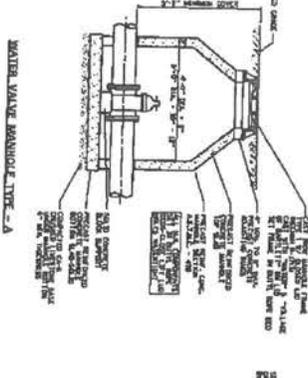


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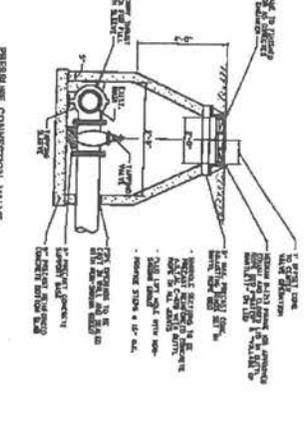
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9. SEE DRAINAGE MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR DRAINAGE TYPE AND MATERIAL.
10. SEE DRAINAGE MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR DRAINAGE TYPE AND MATERIAL.

DRAINAGE APPROACH

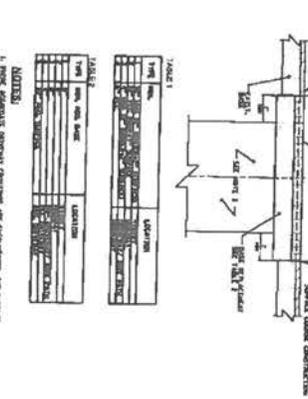
REVISION	DATE	BY	DESCRIPTION
1	03/12/18	JLB	ISSUE FOR CONSTRUCTION



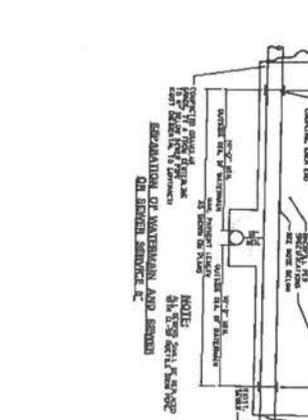
TYPICAL SECTION GATE CHANNEL & GUTTER



TYPICAL SECTION PRESSURE CONNECTION VALVE



TYPICAL SECTION WATER VALVE MANIFOLD TYPE - A



TYPICAL SECTION DRAINAGE APPROACH

ACTION	NAME	DATE	BY	REVISION
Design	J.S.			
Drawn	G.B.			
Checked	D.M.			

This drawing and not the listed material shall be used for construction unless otherwise indicated. The contractor shall be responsible for obtaining all necessary permits and approvals. The contractor shall be responsible for obtaining all necessary permits and approvals. The contractor shall be responsible for obtaining all necessary permits and approvals.

TRANSMISSION MAIN BARTLETT, ILLINOIS

CONSTRUCTION DETAILS

SHEET 19 OF 20

DATE: MARCH 2018

EXHIBIT F

INSURANCE REQUIREMENTS

The Village shall procure and maintain, and require any of its contractors and subcontractors hired to construct the Improvements on the Water Main Premises, to purchase and maintain, the insurance of the types and in the amounts listed below. For purpose of these insurance requirements "Contractor" shall mean Village or any contractor hired by Village to construct the Improvements. For purpose of these insurance requirements Park District shall mean the Park District, and its elected and appointed officials, officers, employees, agents, and assigns.

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 04 13 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, 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).

Park District shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District.

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

B. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the construction of the Improvements.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 04 13 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.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella 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.

D. Workers Compensation Insurance

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

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Agreement, then Contractor waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

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

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the

Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Subject Property until such certificates or other evidence satisfactory to Park District that insurance has been placed in complete compliance with these requirements is received and approved by the Park District.

Failure to maintain the required insurance may result in termination of the Agreement at the Park District's option.

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 Park District whenever requested.

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

2. Acceptability of Insurers

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

3. 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.

4. Deductibles and Self-Insured Retentions

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

5. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.



Agenda Item Executive Summary

Item Name Construction Engineering Service Agreement for
Lake Michigan Projects Committee
or Board Board

BUDGET IMPACT

Amount: \$448,690.00 Budgeted \$564,000

List what
fund Water Fund - IEPA Loan

EXECUTIVE SUMMARY

As you are aware, the Village Board recently approved the site plan for the Lake Michigan Water Receiving Station and Storage Tanks. This project is in for permits and for an IEPA loan. We anticipate construction starting in August. In addition to the Receiving Station and Storage Tanks, we have several improvements that are necessary at our existing pump stations and storage tanks. Christopher B. Burke Engineering (CBBEL) designed all of these projects therefore we believe they are best suited to perform the construction engineering.

We recommend that the Village Board approve the agreement with CBBEL.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

Motion: I move the Village Board approve Resolution 2018 - _____, a resolution approving the Construction Engineering Services Agreement with Christopher B. Burke Engineering, Ltd.

Staff: Dan Dinges, Director of Public Works

Date: 04/6/18

Memo

DATE: April 6, 2018

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Christopher B. Burke Engineering Ltd. Construction Engineering Service Agreement

As you are aware, the Village Board recently approved the site plan for the Lake Michigan Water Receiving Station and Storage Tanks. This project is in for permits and for an IEPA loan. We anticipate construction starting in August. In addition to the Receiving Station and Storage Tanks, we have several improvements that are necessary at our existing pump stations and storage tanks. Christopher B. Burke Engineering (CBBEL) designed all of these projects therefore we believe they are best suited to perform the construction engineering.

We recommend that the Village Board approve the agreement with CBBEL.

Motion: I move the Village Board approve Resolution 2018 - _____, a resolution approving the Construction Engineering Services Agreement with Christopher B. Burke Engineering, Ltd.

RESOLUTION 2018 - _____

A RESOLUTION APPROVING THE CONSTRUCTION ENGINEERING SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CHRISTOPHER B. BURKE ENGINEERING LTD.

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 Engineering Services Agreement dated April 17, 2018 for the Lake Michigan Receiving Station Facility and Existing Pump Station Improvements (the "Project Work") in the amount of \$448,690, as set forth in the agreement attached hereto and incorporated herein, is hereby awarded to Christopher B. Burke Engineering Ltd. subject to the terms and conditions of the defined Agreement.

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, 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 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



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

April 4, 2018

Village of Bartlett
1150 Bittersweet Drive
Bartlett IL 60103

Attention: Daniel Dinges
Director of Public Works

Subject: Proposal for Professional Engineering Services
Bartlett DuPage Water Commission Receiving Station Facility

Dear Mr. Dinges:

In response to your request, Christopher B. Burke Engineering Ltd. (CBBEL) is submitting this Proposal for Professional Engineering Services During Construction for the **Lake Michigan Water Receiving Facilities – Phases 1, 3 & 4 Project**. Included below is our Understanding of the Assignment, Scope of Services and Engineering Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL is well qualified to provide Engineering Services During Construction for the **Lake Michigan Water Receiving Facilities – Phases 1, 3 & 4 Project**. CBBEL has provided the engineering services for the Village for the planning, the Lake Michigan Water Allocation, and the design of the proposed improvements. From this background we have invaluable knowledge of the project, work sites, history, stakeholders, and the design of the improvements. Our Mechanical and Construction Engineering Departments have over 35 staff members that are experienced in all aspects required for the construction of the **Lake Michigan Water Receiving Facilities** project including surveying, civil, mechanical, structural, electrical and environmental disciplines. We have provided similar engineering services during construction on several recent IEPA loan funded projects

This proposal is for proposed services during construction. Engineering services during construction are eligible for reimbursement under the loan program pending IEPA's approval of those services. Our proposal includes the language required by IEPA for inclusion in the IEPA loan.

SCOPE OF SERVICES

CBBEL will provide construction observation services per the following tasks:

Task 1 – Meetings: CBBEL will attend:

- Pre-award meeting
- Preconstruction meeting for purposes of reviewing Contractor's construction schedule and sequence(s) including demolition techniques; listing of materials and equipment submittals; general correspondence procedures; site access; staging areas required (on and off site); subcontractors; submittals for payment. Shop drawing review procedures will also be discussed and in particular, the Contractor will be advised that material and equipment are not to be installed prior to completion of the shop drawing review process.
- Contractor's weekly progress meetings
- Coordination Meetings with DuPage Water Commission (DWC) for construction of DWC related projects being constructed under contracts by the DWC
- Village Board and Committee Meetings as requested by Village Staff

Task 2 – Submittal Review: CBBEL will provide services to review information and data submitted by the Contractor. Services will include the following:

- Log all Contractor data received and maintain a log book of shop drawings and submissions so as to track the status of submittals.
- Review Contractor's submittals for compliance with the intent of the Contract Documents.
- Prepare shop drawing review correspondence providing Contractor with our review comments.
- Notify the Village of deficiencies, deviations or substitutions. With the notification, provide the Village with an opinion for acceptance or denial, and request direction from the Village regarding deviation or substitution.
- Advise the Village when disapprovals may be necessary due to failing to conform to the Contract Documents.

Task 3 – Construction Observation – Office Activities:

CBBEL will provide engineering office services to perform the following duties:

Office:

- Provide office support related to interpretation of Contract Documents.
- Maintain office files of project correspondence, payment requests and change orders.
- Provide clarification(s) related to the intent of the Contract Documents.
- Prepare payment requisitions and change orders for the Village and IEPA approval, review applications for payment with the Contractor for compliance with established procedures (under the SRF) for their submission and forward them with recommendations to the County and IEPA for processing.
- Upon the Contractor's completion of its contract duties, prepare recommendation for final payment and project approval.
- Review Contractor's O&M Manuals for conformance with IEPA requirements

Task 4 – Construction Observation – Field Activities:

CBBEL will provide a Resident Engineer (RE) who will perform the following duties:

Field:

- Observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. The Resident Engineer will keep the Village informed of the progress of the work.
- Review the Contractor's schedule at construction conferences, and compare actual progress of work to Contractor's proposed construction schedule.
- Review Contractor's procedure for maintaining record drawings and field changes which may occur during the course of work.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original Contract Documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in a field diary.
- Keep a daily report book, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Prior to final walk through, submit to the Contractor a list of observed items (punch list) requiring correction.
- Verify that punch list items have been addressed and corrections have been made.
- Coordinate and conduct the final walk through with the Village, prepare a final punch list (if required).
- Verify that all the items on the final punch list have been corrected and make recommendations to the Village concerning acceptance of the project.
- Except upon written instructions of the Village, the Resident Engineer or subconsultant Inspector shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of their obligations.

PROJECT SCHEDULE

Tasks 1, 2, 3 and 4 will be provided in conjunction with the Award, the Contract Time allowance and Contractor's performance of the Construction Contracts.

IEPA PROFESSIONAL SERVICES COMPLIANCE REQUIREMENTS
FROM SECTION 662.630 - CONTRACTS FOR PERSONAL AND PROFESSIONAL
SERVICES
TITLE 35 OF THE ILLINOIS ADMINISTRATIVE CODE
SUBTITLE F, CHAPTER II, PART 662

CBBEL agrees to audits and provision of access to records as follows:

Books, records, documents and other evidence directly pertinent to performance of Public Water Supply Loan Program (PWSLP) loan work under this engineering services agreement shall be maintained in accordance with generally accepted accounting principles. The Illinois Environmental Protection Agency (Agency) or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection of books, records, documents and other evidence.

Any audits conducted pursuant to PWSLP loan work under this engineering services agreement shall be in accordance with auditing standards generally accepted in the United States of America.

All information and reports resulting from access to records pursuant to PWSLP loan work under this engineering services agreement shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

Records shall be maintained and made available during performance of project services under this agreement and for 3 years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 662.650 (Disputes) of Title 35 of the Illinois Administrative Code, Subtitle F, Chapter II, Part 662, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.

Covenant against contingent fees clause:

CBBEL warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension, and Other:

A completed "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with federal Executive Order 12549 is an attachment to this engineering services agreement.

Scope of the Engineering Services:

The Scope of engineering services to be performed under the Engineering Agreement is detailed in this agreement under the heading – **Scope of Services**.

Project Schedule:

The schedule for the engineering services to be performed under the Engineering Agreement is detailed in this agreement under the heading – **Project Schedule**.

Compensation:

The compensation for the engineering services to be performed under the Engineering Agreement is detailed above in this agreement under the heading – **Engineering Fee**.

DBE Affirmative Action:

CBBEL acknowledges that disadvantaged business enterprises are to be utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of United States Environmental Protection Agency's (USEPA's) Assistance Agreement with IEPA, CBBEL acknowledges that the fair share percentages are 5% for Disadvantaged Business Enterprise (DBE) and 12% for Women's Business Enterprise (WBE). Because none of the professional services to be performed under this agreement are to be sub-contracted and because the fee for sources of supplies, equipment, construction and services is below the \$25,000 threshold, CBBEL does not anticipate participation of DBE or WBE companies for providing the professional services detailed in the **Scope of Services**.

Non-Discrimination:

CBBEL shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. CBBEL shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under the PWSLP. Failure by CBBEL to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legally available remedies.

ENGINEERING FEE

CBBEL proposes to provide the proposed Engineering Services defined under the Scope of Services, for the amounts as indicated below.

<i>Professional Engineering Services During Construction</i>	
Task	Fee
Task 1 – Meetings	\$13,312.00
Task 2 – Submittal Review	\$45,520.00
Task 3 – Construction Observation – Office Services	\$76,208.00
Task 4 – Construction Observation – On Site Services	\$307,650.00
Direct Costs	\$6,000.00
Total	\$448,690.00

We will bill you at the hourly rates specified on the attached Schedule of Charges for Professional Services and establish our contract in conformance with the attached General Terms and Conditions, both of which are expressly incorporated into and are an integral part of this contract for Professional Engineering Services. The Scope of Services described above and related fee estimate are based upon information known to date. It shall be understood that CBBEL shall be allowed the opportunity to adjust our fee as additional information about this project is obtained and/or our level of participation increases beyond that for which we have budgeted. Engineering services performed for tasks not included in the proposal and/or beyond customary engineering efforts shall be billed to you on a time and materials basis.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

MEE/mee/pjb
Encl.: Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS & CONDITIONS
ACCEPTED FOR THE VILLAGE OF BARTLETT

BY: _____

TITLE: _____

DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2018

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	265
Engineer VI	239
Engineer V	197
Engineer IV	160
Engineer III	144
Engineer I/II	113
Survey V	219
Survey IV	185
Survey III	162
Survey II	118
Survey I	93
Engineering Technician V	187
Engineering Technician IV	152
Engineering Technician III	137
Engineering Technician I/II	118
CAD Manager	166
Assistant CAD Manager	144
CAD II	144
CAD I	111
GIS Specialist III	139
GIS Specialist I/II	80
Landscape Architect	160
Environmental Resource Specialist V	206
Environmental Resource Specialist IV	160
Environmental Resource Specialist III	132
Environmental Resource Specialist I/II	108
Environmental Resource Technician	108
Administrative	101
Engineering Intern	61
Information Technician III	122
Information Technician I/II	110

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2018.

Village of Bartlett
 Lake Michigan Water Receiving Facilities - Phases 1, 3 & 4 - Engineering Services During Construction
 April 4, 2018

WORK EFFORT AND FEE STRUCTURE ESTIMATE
 2018 Rates

Fee Rate	Classification & Hours					Direct Costs	Total Hours	% of Hours	Total Fee & Direct Costs	Total by Task
	Project Manager (Eng V)	Senior Engineer (Eng IV)	Design Engineer (Eng III)	Resident Engineer (Eng IV or V)	Engineer Tech IV (Tech IV)					
Task 1 - Meetings										
Pre Award Meeting	8	8		8			24	0.9%	\$4,096.00	
Pre Construction Meeting	8	8		8			24	0.9%	\$4,096.00	
Contractor Meetings (Hours and Fee Included in Task 4)							0	0.0%	\$0.00	
Village Meetings (Village Staff and Village Board as Requested by Staff)	10	10		10			30	1.1%	\$5,120.00	
Task Total							78	2.8%		\$13,312.00
Task 2 - Submittal Reviews										
Review Submittals	80	110			60		270	9.6%	\$45,520.00	
Task Total							270	9.8%		\$46,620.00
Task 3 - Construction Observation - Office Activities										
Contractor Pay Requests	12	40					52	1.9%	\$8,764.00	
Punch Lists	8	16			16		40	1.4%	\$6,568.00	
Final Walk Through	8	8			8		24	0.9%	\$4,072.00	
Record Drawings	4	20	40		10		74	2.7%	\$11,268.00	
O & M Manual		40					40	1.4%	\$6,400.00	
Respond to Contractor RFIs	40	40	20		30		130	4.7%	\$21,720.00	
Change Orders	8	80			20		108	3.9%	\$17,416.00	
Task Total							468	16.9%		\$78,208.00
Task 4 - Construction Observation - Field Activities										
On-Site Construction Observation	120	180		1,470	160		1,950	70.5%	\$307,650.00	
Task Total							1,950	70.5%		\$307,650.00
Hours Sub-Total	306	560	60	1,496	344	N/A	2,766	100.0%		
% of Hours	11.1%	20.2%	2.2%	54.1%	12.4%					
sub-Total Fee	\$60,282	\$89,600	\$8,640	\$231,880	\$52,288	N/A			\$442,690.00	\$442,690.00
Sub-Consultant Direct Costs (None)									\$0.00	\$0.00
Direct Costs - Mileage, Copies and Fed Ex						\$6,000.00			\$6,000.00	\$6,000.00
Total Fee & Direct Cost									\$448,690.00	\$448,690.00

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or 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 Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that 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. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

P:\Proposals\Terms and Conditions\GT&C 2005.061305.doc

ADDENDUM NO. ONE to Christopher B. Burke Engineering, Ltd. ("CBBEL") Proposal for Professional Engineering Services – **Lake Michigan Water Receiving Facilities – Phases 1, 3 & 4; Construction Observation Services** (the "Proposal") dated March 22, 2018; the Christopher B. Burke Engineering, Ltd. Schedule of Charges for Professional Services dated January, 2018 (the "Fee Schedule"); and the Christopher B. Burke Engineering, Ltd. General Terms and Conditions (the "CBBEL Terms and Conditions") regarding the engineering design services for the Bartlett DuPage Water Commission Receiving Station Facility (collectively, the "CBBEL Proposal"), together with and as modified by this Addendum shall constitute the "Agreement" between the Village of Bartlett (the "Village" or the "Owner") and Christopher B. Burke Engineering, Ltd. (the "Engineer") (collectively, the "Parties").

The CBBEL Proposal is hereby modified by adding the following Sections thereto:

1. The plans, specifications and drawings prepared by the Engineer and its consultants shall comply with all applicable federal, state and local rules, regulations, codes and ordinances, including, but not limited to the Village of Bartlett Codes and Ordinances, and the regulations and requirements of the DuPage Water Commission or other governmental agencies having jurisdiction over the project areas (collectively, the "Laws") in effect at the time said plans and specifications and drawings are prepared by the Engineer, with the most stringent Laws controlling. In the event such Laws are amended following the preparation of said plans, drawings and specifications and/or in the event applicable codes and/or regulations are enacted following such plan and specifications preparation, Engineer shall revise same accordingly, and shall be compensated for such revisions in accordance with the hourly rates set forth in the Fee Schedule, a copy of which is attached hereto and is expressly incorporated herein. Engineer and its consultants shall similarly comply with all applicable Laws in providing its engineering services hereunder.

2. Time is of the essence and the Engineer shall complete Tasks 1-4 inclusive as set forth in the proposal by the dates under the heading "PROJECT SCHEDULE".

3. The Agreement and all Addendums thereto shall be construed, and governed in accordance with Illinois law, and the exclusive venue for enforcement of this Agreement shall be the Circuit Court of Cook County, Illinois.

4. Engineer shall procure and maintain for the duration of the Agreement, and for the three (3) years thereafter, at its sole cost insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Engineer, its agents, representatives, employees, or subcontractors, of the types of coverages and in the minimum amounts listed as follows:

A. Commercial General Liability Insurance and Excess/Umbrella Insurance

i. Engineer shall procure and maintain commercial general liability (CGL) insurance with a limit of not less than \$2,000,000 each occurrence, with a general aggregate limit of not less than \$5,000,000.

a. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverage on an occurrence basis, and shall cover liability arising from premises, operations, independent contractors, products and completed operations, property damage, bodily injury and personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

b. The Village of Bartlett, and its respective officials, officers, employees, directors, agents, successors and assigns shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26, or blanket additional insured status, primary and non-contribution coverage, and waiver of subrogation per form CGD3810907 (collectively, the "Additional Insured"). This insurance shall apply as a primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them. Any insurance or self-insurance maintained by the Additional Insured, or any of them, shall be in excess of Engineer's insurance and shall not contribute with it.

ii. The Engineer shall maintain an excess/umbrella liability insurance with a limit of not less than \$5,000,000 each occurrence and with an aggregate limit of not less than \$5,000,000.

iii. If the Village has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 or CG D3 81 09 07 under the Commercial General and Umbrella Liability Insurance required in this Contract, or under the Umbrella Liability Insurance, the Engineer waives all rights against the Additional Insured, and all of them, for recovery of damages arising out of or incident to the Engineer's work.

B. Professional Liability Insurance

Engineer shall maintain professional liability insurance with a limit of not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, with a deductible not to exceed \$150,000 without prior written approval of the Village.

i. If the policy is written on a claims made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be

required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

ii. Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

- a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications; and
- b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

C. Business Auto Liability Insurance

Engineer shall maintain business auto liability with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

i. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, Code 1 (any auto), 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.

D. Workers Compensation Insurance

Engineer 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 and \$1,000,000 each employee for bodily injury by disease, with a policy limit of not less than \$1,000,000.

E. General Insurance Provisions

i. *Evidence of Insurance*

Prior to beginning work, Engineer shall furnish Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

- a. All certificates shall provide for 30 days' written notice to Village prior to the cancellation or material adverse change of any insurance referred to therein. Such written notice to Village shall be by certified mail, return receipt requested.
- b. Failure of Village to demand such certificate endorsement or other evidence of full compliance with these insurance requirements or failure of Village to identify

a deficiency from evidence that is provided shall not be construed as a waiver of Engineer's obligation to maintain such insurance.

- c. Village shall have the right, but not the obligation, of prohibiting Engineer from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Village.
- d. Failure to maintain the required insurance may result in termination of this Agreement at Village's option.
- e. Engineer shall provide certified copies of all insurance policies required above within 10 days of Villages' written request for said copies.

ii. *Acceptability of Insurers*

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

iii. *Cross-Liability Coverage*

If Engineer'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.

iv. *Deductibles and Self-Insured Protection*

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

v. *Subcontractors and Consultants*

Engineer shall cause each subcontractor and consultant employed by or acting on behalf of Engineer to purchase and maintain insurance of the types and amounts of coverages specified above, except for the Umbrella Liability Insurance and Professional Liability Insurance. When requested by the Village, Engineer shall furnish copies of certificates of insurance evidencing coverage and additional insured endorsements for each such subcontractor and consultant.

5. Section 10, paragraph 1 of the CBBEL Terms and Conditions is deleted and is replaced with the following: Indemnification. To the fullest extent permitted by

law, Engineer shall indemnify and hold harmless the Village and its officers, officials, employees, directors, successors and assigns (collectively, the "Indemnified Parties") from and against all claims, damages, losses and expenses, including, but not limited to, reasonable legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the negligent performance of any work performed by or on behalf of Engineer hereunder, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction or damage of tangible property, including the loss of use therefrom, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Engineer, its employees, agents, consultants, subconsultants, , and/or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable ("Engineer's Agents"); except to the extent caused by the negligence of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation to indemnify which would otherwise exist as to any party or person described in this paragraph. Engineer 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 legal fees and court costs, incurred by reason of Engineer's breach of any of its obligations under, or Engineer's default of, any provision of this Agreement. These indemnification obligations shall survive the expiration and/or termination of the Agreement.

6. In Section 10, paragraph 2, of the CBBEL Terms and Conditions, after "arising out of the" delete "sole negligent" and replace with "intentional wilful and wanton".

7. Engineer and Engineer's Agents shall exercise professional skill and judgment in the manner which can be reasonably expected from other engineers performing similar services to those required hereunder including, but not limited to, preparation of drawings, plans, specifications and permit applications.

8. Engineer shall assist Owner in reviewing and evaluating bid submittals to determine the lowest responsible and responsive bidder meeting specifications, at no additional cost to Owner.

9. 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 officials, officers, employees, volunteers and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

10. Any references in the CBBEL Terms and Conditions that require the Client to indemnify, defend and hold harmless the Engineer and the Engineer's Agents, or any of them, including, but not limited to the provisions set forth in Section 6 paragraphs 4 and 5, Section 7 paragraph 1, Section 9 paragraph 2, Section 10 paragraph 2 (except as modified in paragraph 6 hereof), Section 24 paragraphs 3 and 5, and Section 25 of the CBBEL Terms and Conditions, are hereby deleted.

11. Section 23 of the CBBEL Terms and Conditions and any other provisions in the CBBEL Terms and Conditions which limit damages or the Engineer's total aggregate liability not to exceed the total Engineer's fees are hereby deleted; however, Client agrees that Engineer's total aggregate liability to the Client for any injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claims or expenses arising out of the Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the limits of the Engineer's insurance coverages required herein. Notwithstanding the foregoing, it is intended by the Parties to this Agreement that Engineer's services hereunder shall not subject Engineer's individual employees, officers, managers, or directors to any personal legal exposure for the risks associated with such engineering services. Therefore, notwithstanding anything to the contrary contained herein, the Village agrees that any claim, demand or suit by the Village hereunder shall be directed and/or asserted only against Christopher B. Burke Engineering, Ltd., a corporation, and not personally and individually against the employees, officers or directors of Engineer.

12. Not Used.

13. Any references in the CBBEL Terms and Conditions requiring, or which could be construed to require, arbitration including without limitation Section 12 thereof, are deleted.

14. The Proposal dated April 4, 2018, including without limitation the Engineer's Understanding of Assignment, the Fee Schedule and the CBBEL Terms and Conditions, are attached hereto and expressly incorporated herein, and are collectively referred to herein as the "CBBEL Proposal", and with and as amended by this Addendum No. One constitute and are hereinafter collectively referred to as the "Agreement".

15. In the event of a conflict between the terms and conditions of the Proposal, the Fee Schedule, the CBBEL Terms and Conditions, and this Addendum No. One, the terms and conditions of this Addendum No. One shall control.

16. Miscellaneous.

A. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Notwithstanding the foregoing Engineer may not assign its rights, duties and obligations hereunder without the express written consent of Village, which the Village may withhold in its sole and absolute discretion.

B. The invalidity of any covenant, restriction, condition, limitation or any other part or provision of this Agreement shall not impair or effect in any manner the validity, enforceability or effect of the remainder hereof. The Parties agree that their intention is to enforce and carry out, to the maximum extent allowed by law, the provision of this Agreement. All Parties hereto acknowledge their intent and belief that all provisions are valid and enforceable.

C. This Agreement constitutes the entire agreement between the Parties. No covenants, assurances of additional payments or consideration, promises, representations or warranties have been made except as specifically set forth herein and no provision hereof may be waived, modified or altered except in writing executed by all Parties.

D. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

E. The Parties acknowledge that this Agreement was freely negotiated by each of the Parties hereto, each of whom was represented by separate counsel; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against any party.

F. 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.

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

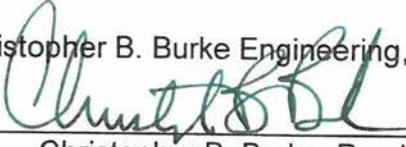
Village of Bartlett

By: _____
Kevin Wallace, President

Attest:

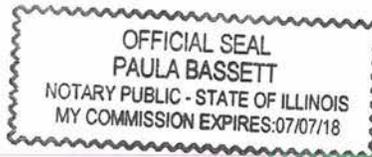
Lorna Giles, Village Clerk

Christopher B. Burke Engineering, Ltd.

By: 
Christopher B. Burke, President

Attest:


Name: Paula Bassett
Its: Assistant Secretary





EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from coverage by any department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal, State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated or cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine up to \$10,000 or imprisonment for up to 5 years, or both.

Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE; President

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.



Agenda Item Executive Summary

Item Name	Lake Michigan Receiving Station & Storage Tanks Illinois Public Water Supply Loan Program Application and Loan Applicant's Authorized Representative Resolution	Committee or Board	Board
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BUDGET IMPACT

Amount:	NA	Budgeted	NA
List what fund	Water Fund		

EXECUTIVE SUMMARY

The attached loan application and resolution are required per the Illinois Environmental Protection Agency Loan Program. This resolution authorizes the Village Administrator to sign the Public Water Supply Loan Program loan application documents for the Lake Michigan Receiving Station and storage tanks needed to distribute Lake Michigan water throughout the Village.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Loan Application with Attachments

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2018-_____, approving the IEPA Illinois Public Water Supply Loan Program application for the Lake Michigan Receiving Station and Storage Tanks Projects and authorizing the Village Administrator to sign loan documents.

Staff: Dan Dinges, Director of Public Works Date: 04/9/18

PUBLIC WORKS MEMO



DATE: April 9, 2018

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Lake Michigan Receiving Station & Storage Tanks Illinois Public Water Supply Loan Program Application and Loan Applicant's Authorized Representative Resolution

The attached loan application and resolution are required per the Illinois Environmental Protection Agency Loan Program. This resolution authorizes the Village Administrator to sign the Public Water Supply Loan Program loan application documents for the Lake Michigan Receiving Station and storage tanks needed to distribute Lake Michigan water throughout the Village.

MOTION: I move to approve Resolution 2018-_____, approving the IEPA Illinois Public Water Supply Loan Program application for the Lake Michigan Receiving Station and Storage Tanks Projects and authorizing the Village Administrator to sign loan documents.

**RESOLUTION AUTHORIZING A
REPRESENTATIVE TO SIGN
LOAN DOCUMENTS**

Whereas, application provisions for loans from the Public Water Supply Loan Program for construction of public water supply facilities require that the Village of Bartlett authorize a representative to sign the loan application forms and supporting documents: therefore, be it resolved by the Village of Bartlett that Village Administrator Paula Schumacher is hereby authorized to sign all loan application forms and documents.

Resolved this _____ day of _____, 20 _____.

Name: _____

Title: _____

(Village President)

Certified to be a true and accurate copy, passed and adopted on the above date.

Name: _____

Title: _____

(Village Clerk)

(SEAL)



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Illinois Public Water Supply Loan Program (PWSLP) Loan Application

For IEPA's use:
Loan Number: L17 5512
Date Received:

The Loan Application, plus all accompanying materials, should be submitted to the attention of your Project Manager at the address below prior to bidding the project and should reflect the latest pre-bid estimated project costs. Biddable plans and specifications, accompanied by the IEPA Certification of Plans and Specifications, may be submitted with this package or submitted separately prior to bidding the project.

Mail two copies of the Loan Application and one copy of all applicable attachments (page 9) to the attention of your Project Manager at:

Illinois Environmental Protection Agency
Bureau of Water, Infrastructure Financial Assistance Section
1021 North Grand Avenue East
PO Box 19276
Springfield, IL 62794-9276

Please use the guide below to ensure you are including all required materials in your submittal to IEPA.

- Loan Applicant and Project Information – Pages 1 - 6.
- Comprehensive financial projections, including historical information for the last three (3) years and projections for the next five (5) years, starting with the current fiscal year (8 years total). Instructions on page 7.
- All required/applicable attachments – detailed listing on page 9.

Appendix: Ensure you have filled in all boxes and included your signature wherever requested.

- Amount and source of any local funds to be used for project (Pg . 1)
- Intent Regarding National Flood Insurance (Pg. 2)
- Certification Regarding Project Site, Rights - of - Way, Easements and Permits (Pg. 3)
- Taxpayer Identification Number (Pg. 4)
- Executive Compensation Data (5 Officer Form) (Pg. 5)
- Authorization of a Loan Applicant's Authorized Representative (Pg. 6)
- Certification of Information on All Previous Pages (Pg. 7), including
 - Debarment, Suspension and Other Responsibility Matters (Pg. 2)
 - Use of American Iron and Steel Products (Pg. 3)

Refer to Loan Application Instructions for additional information. Questions? Please contact us:

General questions: Your Project Manager or Heidi.Allen@illinois.gov
Financial questions: Mike.Layden@illinois.gov
Legal questions: Vera.Herst@illinois.gov



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Illinois Public Water Supply Loan Program (PWSLP) Loan Application

For IEPA's use:
Loan Number: L17 5512
Date Received:

APPLICANT INFORMATION

Applicant Name: Village of Bartlett

Applicant Address: 228 S. Main St.

City: Bartlett Zip+4: 60103-4421 County: Cook, DuPage, Kane

Mailing Address (if different): _____

City: _____ Zip+4: _____ County: _____

Applicant type: Municipal County Cooperative Private Other

If Other, enter type here _____

Public Water System Number IL0314120

Public Water System Name Village of Bartlett Water Department

Data Universal Number System (DUNS) Number 033591207

U.S. Congressional District(s) 6, 8

Illinois Representative District 44, 45, 49 Illinois Senate District 22, 23, 25

PROJECT INFORMATION

Project Title: Lake Michigan Water Receiving Facilities

Project Address: 1150 Bittersweet Dr.

City: Bartlett Zip+4: 60103-4421 County: DuPage

County or Counties Served by Project: Cook, DuPage, and Kane

U.S. Congressional District(s): _____ Same as applicant

Illinois Representative District: _____ Illinois Senate District: _____

Is this a multi-phased project? Yes No

If yes, include previous loan number: L17

CONTACT INFORMATION

Loan Applicant's Authorized Representative (please refer to application instructions)

Name: Paula Schumacher

Title: Village Administrator

Phone: (630) 837-0800 Cell Office

Email: pschumacher@vbartlett.org

Project Engineer

Name: Mark Emory

Firm: Christopher B. Burke Engineering, Ltd.

Address: 9575 W. Higgins Rd., Suite 600
Rosemont, IL 60018

Phone: (847) 823-0500 Cell Office

Email: memory@cbbel.com

Attorney

Name: Bryan Mraz

Firm: Bryan Mraz & Associates

Address: 111 E. Irving Park Road
Roselle, IL 60172

Phone: (630) 529-2541 Cell Office

Email: BEM@mrazlaw.com

Finance Director

Name: Todd Dowden

Firm: Village of Bartlett

Address: 228 S. Main St.
Bartlett, IL 60103

Phone: (630) 540-5950 Cell Office

Email: tdowden@vbartlett.org

Other (describe role)

Name:

Firm:

Address:

Phone: Cell Office

Email:

4. List any other proposed sources of funding in addition to the PWSLP request

Source	Amount	Applied for	Approved	Received
USEPA Grant	\$485,000.00	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

LOAN REPAYMENT PERIOD AND PLEDGED REVENUES

5. Pledged revenues. Federal and state law requires that a specific source(s) of revenue be dedicated and pledged to make the loan repayments. Provide a description of the source(s) of revenue pledged to repay the proposed financing agreement (e.g., system revenues, sales taxes, property taxes) and method used to secure collection. Please ensure that the Ordinance Authorizing Debt to be Incurred names the same pledged revenues as the source of repayment proposed in the comprehensive 5-year financial projections requested in Question 19.

The Village will utilize revenue derived from the Village's Water Fund to make the loan repayments. Rates will be increased on May 1, 2018 and May 1, 2019 to phase in the rates necessary to make the loan repayments.

6. Loan repayment period requested 20 years

SYSTEM INFORMATION

7. Active service connections. Not applicable

Connection Type	Number of Connections	Current Monthly User Charge	Projected Monthly User Charge
Residential	13,208	\$37.57	\$57.82
Commercial	340	\$206.63	\$317.52
Industrial	69	\$600.11	\$923.72
Other			
Total	13,671	\$44.63	\$68.70

8. User charges. Please provide the following dates:

When did current user charges go into effect? 5/1/2017

What is the effective date for the projected monthly user charges? 5/1/2019

14. Planned debt issuance. Please describe current plans for debt issuance over the next three years for the public water supply system. Include any authorized debt which is not project-related. Indicate whether the debt will be parity or subordinate to PWSLP financing, if known, and the anticipated revenue source for repayment.

There is no other debt issuance planned for the Water Fund other than this IEPA loan and the other IEPA Loan #175538 that is applied for water transmission/supply mains associated with the transition to Lake Michigan water.

15. Current bond ratings (if available)

	Standard & Poor's	Moody's	Fitch
G.O.		Aa1	
Revenue			

PROPERTY TAX INFORMATION

Complete only if General Obligation bond is pledged to repay the loan.

16. Property tax information. Provide valuation and collection data for the most recent three years.

Year _____

Assessed Value of Property _____

Market Value of Property _____

Property Tax Revenues Levied _____

Property Taxes Collected _____

Property Tax Collection Rate _____

SALES TAX INFORMATION

Complete only if sales taxes are pledged to repay the loan

17. Sales tax collection data. Please complete for the most recent twelve (12) months.

Month/Year	Amount Collected	Month/Year	Amount Collected

FINANCIAL PROJECTIONS

ALL applicants must complete the following.

18. Start of system fiscal year May 1 _____
19. Submit a comprehensive five (5) year financial projection demonstrating that the dedicated source(s) of revenue is sufficient to cover the PWSLP debt service costs. Projections must begin with the current fiscal year. Historical information for the last three (3) years must be provided and must tie to information in audited financial statements. A sample worksheet in Microsoft Excel can be found at www.epa.illinois.gov/topics/grants-loans/state-revolving-fund/guidance. You may add rows to the worksheet to demonstrate additional sources of revenues or expenditures.

If you wish to submit projections using your own worksheets, ensure that they include the following:

- Revenues and expenses, including operations and maintenance expenses, from the previous three (3) years and projections for the next five (5) years, starting with the current fiscal year (8 years total).
- Projected revenues for the dedicated source of revenues to be used for repaying the PWSLP loan.
 - If system revenues will be pledged for the loan, ensure the revenues include all applicable service revenues. Ensure that any anticipated rate increases are included.
 - If another source of revenues will be pledged for the loan (e.g., property taxes, sales taxes, special assessments), demonstrate that sufficient revenues will be raised and transferred to the water fund for the purposes for repaying the IEPA loan.
 - If revenues are insufficient, the applicant will be asked to raise rates or find other capital to infuse into the system.
- Projected expenses. If system revenues will be pledged, ensure that the budget includes operations, maintenance, and replacement reserves, as well as current and future debt costs.
- Ensure the new amount available for repayment of the SRF loan is included.
- If applicant is a private entity, use Federal tax returns for the previous three (3) years.
- Refer to the IEPA PWSLP Loan Application and Approval Process for additional clarification.

20. Provide a written narrative detailing the major assumptions used in arriving at the current and proposed projections (e.g. additional customers, rate increases, other revenues, changes in operations and maintenance costs, and debt service). If rate increases are anticipated, explain when those will go into effect, and what the revised rates will be. Any variances greater than 10% from year to year must be explained. Attach additional pages if needed.

Water rates were reviewed during last year's budget process and increased by 20% starting with the May 1, 2017 bills. The rate increases were mainly for capital improvements including a portion of the engineering costs for the Lake Michigan water transition. Water rates will need to be raised the next two years as construction associated with the Lake Michigan water transition is completed and loan payment schedules are finalized.

Based on the Water projects approved in the Capital Budget, a 27% increase in the water rate was approved starting with the May 1, 2018 bills. This increase will generate an additional \$2,100,000 in revenue. The second year increase would be just over 21% to generate an additional \$2,100,000 during the 19/20 fiscal year. Costs related to the Lake Michigan water transition are expected to be \$29,050,000 during the 18/19 budget year. Payments on loans estimated to total \$28 million from the DuPage Water Commission will begin the summer of 2019. Additional loans from the IEPA for an estimated \$15.55 million are also expected to begin the year the project is completed. Annual debt service is estimated to be \$2.5 million. The water main replacement program, with an annual budgeted cost of \$1,275,000, and tower painting projects also contribute to the increases.

The fund's balance at 4/30/19 is estimated to be \$2,773,144, which is close to the maximum policy balance. The balance at 4/30/20 is estimated to be \$2,783,143. This would be \$151,517 over the minimum balance when including 25% of the annual debt service. The total increase from the rate prior to the May 1, 2017 increase of \$6.36 to the proposed rate of \$11.76 per 1,000 gallons over the next two years would be \$5.40 or just under 85%.

Attached please find the Water Rate Ordinance that was recently approved by the Village Board.

ATTACHMENTS

Item Attached? Complete and submit the following attachments. Please check the box next to each item to confirm that the item is attached to your application.

- Audited financial statements. Please provide the most recent audited financial statement. If posted online at the entity's website or the State Comptroller's Local Government Warehouse (<http://warehouse.illinoiscomptroller.com>), provide links. IEPA may request additional audit reports. If applicant is a private entity, submit Federal tax returns.
- Single Audit report. If a Single Audit has been completed within the last 3 years, provide the most recent one. If posted online, provide links.
- Projected revenues, expenses and debt coverage for pledged revenue. Provide 5 year projected revenues, beginning with the current fiscal year. See #19 above for guidance. The projections must show that there are sufficient revenues to offset relevant costs and SRF debt service. See the IEPA PWSLP Financial Capability Review Criteria instructions for additional information.
- If any other entities are substantially benefiting (more than 5%) from the project, provide copies of applicable service agreement(s) with these beneficiaries.
- Amortization schedules for all debt obligations listed in #13.
- Copy of a certified ordinance (bond ordinance) authorizing the debt to be incurred and identifying a dedicated source of repayment. Required for publicly owned entities. Sample ordinances can be found at www.epa.illinois.gov/topics/grants-loans/state-revolving-fund/guidance. The applicant may use an ordinance developed by its bond counsel. Refer to the Loan Application and Approval Process for more information on this requirement, and for requirements for nonpublic applicants. If an applicant is not using the IEPA sample ordinance, it is highly encouraged to submit the draft ordinance for pre-approval to Vera Herst at vera.herst@illinois.gov to avoid delays in loan closing. Please ensure that the ordinance authorizing debt to be incurred names the same pledged revenues as the source of repayment that is proposed in the comprehensive 5-year financial projections requested in #19.
- Water rate ordinances defining user charges. Alternatively, provide the website address.
- Signed tax certificate and agreement (www.epa.illinois.gov/topics/grants-loans/state-revolving-fund/state-revolving-fund-forms).
- Corporate resolution to apply, borrow, and to grant security (required for corporations).
- Federal non-profit certification (required for non-profit applicants).
- If the system is involved in a lawsuit or pending litigation that is in excess of \$10,000, attach a statement from the system's attorney describing the situation.
- Loan program certifications and related forms (Appendix). The applicant must agree to the loan certifications and related forms listed in the appendix starting on the next page.

Village of Bartlett
Finance Department Memo
18-05

DATE: April 9, 2018
TO: Dan Dinges, Public Works Director
FROM: Todd Dowden, Finance Director
SUBJECT: Audited Financial Statements

Our audits are on the Village website in the Comprehensive Annual Financial Report. The Statement of Net Position – Proprietary Funds starts on page 13.

<http://www.village.bartlett.il.us/government/finance-department/comprehensive-annual-financial-report>

VILLAGE OF BARTLETT, ILLINOIS

SINGLE AUDIT REPORT

FOR THE FISCAL YEAR ENDED
APRIL 30, 2016

VILLAGE OF BARTLETT, ILLINOIS

Schedule of Expenditures of Federal Awards
For the Year Ended April 30, 2016

Federal Grantor	Pass-Through Grantor	Program Title	Federal CFDA Number	Program/Grant Number	Expenditures
Department of Justice	N/A	Bulletproof Vest Partnership Program	16.607	N/A	\$ 3,935
Department of Justice	N/A	Edward Byrne Memorial Justice Assistance Grant Program	16.738	N/A	14,490
Department of Justice	N/A	Equitable Sharing Program	16.922	N/A	295,741
Department of Transportation	Illinois Department of Transportation	State and Community Highway Safety	20.600	AP-15-0044	18,926
Department of Homeland Security	Illinois Emergency Management Agency	Hazard Mitigation Grant	97.039	FEMA-DR-1935-IL	<u>1,880,677</u>
TOTAL FEDERAL AWARDS EXPENDED					<u>2,213,769</u>

See accompanying notes to the schedule of expenditures of federal awards.



**INDEPENDENT AUDITORS' REPORT
ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

August 18, 2016

The Honorable Village President
Members of the Board of Trustees
Village of Bartlett, Illinois

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Bartlett, Illinois, as of and for the year ended April 30, 2016, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated August 18, 2016.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Village's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we do not express an opinion on the effectiveness of the Village's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Village's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



**INDEPENDENT AUDITORS' REPORT
ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE REQUIRED BY UNIFORM GUIDANCE
AND ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

August 18, 2016

The Honorable Village President
Members of the Board of Trustees
Village of Bartlett, Illinois

Report on Compliance for Each Major Federal Program

We have audited the Village of Bartlett, Illinois' compliance with the types of compliance requirements described in the *Uniform Guidance Compliance Supplement* that could have a direct and material effect on each of the Village's major federal programs for the year ended April 30, 2016. The Village's major federal programs are identified in the summary of auditor's results section of the accompany schedule of findings and questioned costs.

Management Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Village's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and *Uniform Guidance, Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and *Uniform Guidance* required that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Village's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Village's compliance.

Schedule of Expenditures of Federal Awards

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Bartlett, Illinois as of and for the year ended April 30, 2016, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements. We issued our report thereon dated August 18, 2016, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



LAUTERBACH & AMEN, LLP

VILLAGE OF BARTLETT, ILLINOIS

**Schedule of Findings and Questioned Costs – Continued
Year Ended April 30, 2016**

SECTION 2 – FINANCIAL STATEMENT AUDIT FINDINGS

None

VILLAGE OF BARTLETT, ILLINOIS

**Schedule of Findings and Questioned Costs – Continued
Year Ended April 30, 2016**

SECTION 4 – PRIOR YEAR AUDIT FINDINGS

None

Village of Bartlett
Five Year Projection of Revenues, Operations, Maintenance, and Debt Service

	Actual - Previous 3 Years			Estimated - Next 5 Years, Starting with Current Fiscal Year				
	2015	2016	2017	2018	2019	2020	2021	2022
Last year rate increase/Proposed Rate Increase	0.0%	0.0%	0.0%	20.0%	27.0%	21.0%	0.0%	0.0%
Operating Revenues								
User charge (system) revenue	\$ 6,439,786	\$ 6,369,747	\$ 6,500,999	\$ 7,775,000	\$ 9,900,000	\$ 12,000,000	\$ 12,000,000	\$ 12,000,000
Contributions from customers - tap fees	26,290	108,439	199,934	110,000	80,000	80,000	80,000	80,000
Late fees	91,998	83,840	88,213	90,000	90,000	90,000	90,000	90,000
Other Meter Sales	9,407	5,380	18,312	20,000	10,000	10,000	10,000	10,000
Other (please describe)	-	-	-	-	-	-	-	-
Total Operating Revenues	6,567,481	6,567,406	6,807,457	7,995,000	10,080,000	12,180,000	12,180,000	12,180,000
Operating Expenses								
Salaries, Wages, & Benefits	1,355,270	1,415,553	1,618,401	1,325,972	1,388,374	1,457,790	1,530,680	1,607,214
Contractual Services	466,774	619,194	450,615	569,722	629,960	400,000	400,000	400,000
Water Purchases	4,042,054	4,240,960	4,439,248	4,578,350	4,982,772	5,782,000	5,955,000	6,134,000
Commodities	141,012	130,760	159,654	150,240	200,606	150,000	150,000	150,000
Equipment Purchases	37,893	141,757	185,708	75,450	12,000	50,000	50,000	50,000
Central Services	131,861	131,861	131,861	131,861	156,361	156,361	156,361	156,361
Vehicle Replacement	20,879	20,879	20,879	20,879	20,879	20,879	20,879	20,879
Miscellaneous	11,136	8,142	13,520	18,500	35,695	35,695	35,695	35,695
Other (Describe)	-	-	-	-	-	-	-	-
Other (Describe)	-	-	-	-	-	-	-	-
Total Operating Expenses	6,206,879	6,709,106	7,019,886	6,870,974	7,426,647	8,052,725	8,298,615	8,554,149
Operating Income Before Depreciation	360,602	(141,700)	(212,429)	1,124,026	2,653,353	4,127,275	3,881,385	3,625,851
Depreciation	741,731	750,852	763,013	770,000	780,000	1,200,000	1,200,000	1,200,000
TOTAL OPERATING INCOME	(381,129)	(892,552)	(975,442)	354,026	1,873,353	2,927,275	2,681,385	2,425,851
Non Operating Revenues (Expenses)								
Investment Income	5,268	7,183	13,394	15,000	15,000	15,000	15,000	15,000
Grant	-	-	-	-	-	-	-	-
DuPage Water Commission Capital Buy-In	-	-	(13,030,632)	-	-	-	-	-
Transfers Out	(130,000)	(130,000)	(130,000)	(130,000)	(130,000)	(130,000)	(130,000)	(130,000)
Other Misc	741	759	118,898	1,000	1,000	1,000	1,000	1,000
Total Non-Operating Income (Loss)	(123,991)	(122,058)	(13,028,340)	(114,000)	(114,000)	(114,000)	(114,000)	(114,000)
Net Change in Position Before Capital Items	(505,120)	(1,014,610)	(14,003,782)	240,026	1,759,353	2,813,275	2,567,385	2,311,851
Capital Items								
Water Tower Painting	-	-	-	(238,549)	(504,000)	(819,500)	(432,500)	(476,500)
Water Main Replacement Program	-	-	-	-	(1,275,000)	(1,275,000)	(1,275,000)	(1,275,000)
New IEPA Debt Service	-	-	-	-	-	(1,100,000)	(1,100,000)	(1,100,000)
New DuPage Water Commission Buy-In	-	-	-	-	-	(434,354)	(434,354)	(434,354)
New DuPage Water Commission Trans Main	-	-	-	-	-	(975,000)	(975,000)	(975,000)
Developer Contributions	139,713	-	1,480,175	-	-	-	-	-
Total Capital Items	139,713	-	1,480,175	(238,549)	(1,779,000)	(4,603,854)	(4,216,854)	(4,260,854)
NET CHANGE IN POSITION	\$ (365,407)	\$ (1,014,610)	\$ (12,523,607)	\$ 1,477	\$ (19,647)	\$ (1,790,579)	\$ (1,649,469)	\$ (1,949,003)

Daniel Dinges

From: Todd Dowden
Sent: Thursday, March 22, 2018 8:37 AM
To: Daniel Dinges
Cc: Tom Ruzicka
Subject: Five year projection
Attachments: 5-year-financial-projections-iepasrf-loan-application Bartlett.xlsx; Bartlett SAR 0416.pdf

Hi Dan,

Attached is a five year projection for Water Fund activity. I highlighted the Contractual Services line and Water Purchases line. I split the water purchases out into its own line. In our audit, it has been combined with contractual services. I don't have a good idea of what the cost of water is going to be starting with the 2020 year, May 1, 2019 – April 30, 2020, and going forward. Can you also let me know what our costs are going to be for contractual services? Was there some ongoing costs with water treatment?

Our bottom line is projected to be in the negative range due to the depreciation line and showing the capital items at the bottom. Normally water main projects are capitalized and depreciated over time. I don't know how they want us to be showing this.

Our audits are on the Village website in the Comprehensive Annual Financial Report. The Statement of Net Position – Proprietary Funds starts on page 13.

<http://www.village.bartlett.il.us/government/finance-department/comprehensive-annual-financial-report>

I also attached our last single audit for the year ending 4/30/16. We were not required to complete a single audit for the year ending 4/30/17.

Let me know what you think,

Thanks,

Todd

ORDINANCE 2018-32

**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.

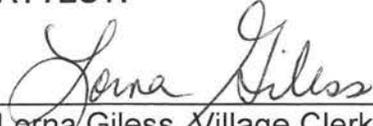
SECTION FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke
NAYS: None
ABSENT: None
PASSED: April 3, 2018
APPROVED: April 3, 2018



Kevin Wallace, Village President

ATTEST:


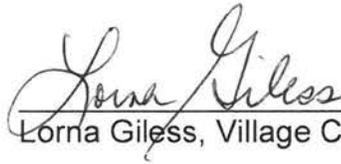
Lorna Gilles, Village Clerk

PUBLISHED in the Daily Herald on November 24, 2017

CERTIFICATION

I, Lorna Giles, 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 2018-32, 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 3rd day of April, 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 3rd day of April, 2018.


Lorna Giles, Village Clerk



ORDINANCE 2018-19

**AN ORDINANCE AMENDING THE BARTLETT
MUNICIPAL CODE REGARDING WATER AND SEWER CHARGES**

WHEREAS, the corporate authorities have determined that the increased cost of operating the water and sewer system of the Village of Bartlett have made it necessary for the Village to adjust its customary charges for the use of the water and sewer system.

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: Section 7-5B-1, Water Rates, of the Bartlett Municipal Code is amended to read as follows:

7-5B-1 WATER RATES: Effective May 1, 2018, the amount to be charged to each user of water from the Bartlett water distribution system shall be computed at the rate of nine dollars and seventy cents (\$9.70) per thousand gallons with a minimum charge of twenty four dollars and twenty five cents (\$24.25) monthly to reimburse the Village for the cost of operating and maintaining a water distribution system ready to serve each user. All Bartlett residents who are age sixty five (65) and over and who are responsible for the payment of their own water charges shall receive a ten percent (10%) discount on all water charges.

SECTION TWO: Section 7-5D-8, Sewer Rate Charges, be amended to read as follows:

7-5D-8 SEWER RATE CHARGES: Effective May 1, 2018, the amount to be charged monthly to each user of the Bartlett sanitary sewer system shall be as follows:

- A. For the collection and excess flow treatment of Cook County users' wastewater, thirteen dollars and seventy one cents (\$13.71) plus one dollar and fourteen cents (\$1.14) per thousand gallons with a minimum charge of sixteen dollars and fifty six cents (\$16.56) per user per month. All Bartlett residents who are age sixty five (65) and over and who are responsible for the payment of their own sewer charges shall receive a ten percent (10%) discount on all sewer charges.
- B. For the collection and treatment of DuPage County users' wastewater, sixteen dollars and ninety four cents (\$16.94) plus three dollars and three cents (\$3.03) per thousand gallons with a minimum charge of twenty four dollars and fifty two cents (\$24.52) per user per month. All Bartlett residents who are age sixty five (65) and over and who are responsible for the payment of their own sewer charges shall receive a ten percent (10%) discount on all sewer charges.

- C. For the collection of Kane County users' wastewater, eleven dollars and ninety four cents (\$11.94) plus ninety nine cents (\$.99) per thousand gallons with a minimum charge of fourteen dollars and forty two cents (\$14.42) per user per month. All Bartlett residents who are age sixty five (65) and over and who are responsible for the payment of their own sewer charges shall receive a ten percent (10%) discount on all sewer charges.

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

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

SECTION FIVE: EFFECTIVE DATE. This Ordinance shall be in full force and effect upon its passage and approval as provided by law.

ROLL CALL VOTE:

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

NAYS: None

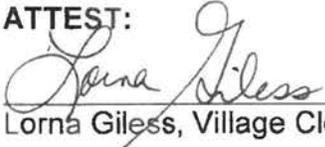
ABSENT: Trustee Gabrenya

PASSED: March 20, 2018

APPROVED: March 20, 2018



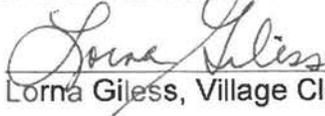
Kevin Wallace, Village President

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 2018-19, enacted on March 20, 2018 and approved on March 20, 2018 as the same appears from the official records of the Village of Bartlett.



Lorna Giles, Village Clerk



TAX COMPLIANCE CERTIFICATE AND AGREEMENT

The Village of Bartlett, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois (the “*Recipient*”) is executing this Tax Compliance Certificate and Agreement (“*Tax Agreement*”) to allow the Illinois Environmental Protection Agency (the “*Agency*”) to fund one or more loans L17# 5512 (the “*Loan*”) to the Recipient with proceeds of tax-exempt bonds.

Section 1. Expectations. The Recipient and the Agency have previously executed or will execute a loan agreement or loan agreements providing that the Agency lend funds to the Recipient to reimburse the Recipient for eligible costs incurred for the Project described therein. This tax agreement establishes the expectations and covenants of the Recipient with respect to future events regarding the Loan and the use of Loan proceeds. The Recipient recognizes that the Loan proceeds are derived in whole or in part from the proceeds of tax-exempt bonds. Certain certifications and covenants necessary to preserve the tax-exemption of the bonds are presented here in summary form; additional information is available in the Website Instructions, which are incorporated in this Tax Certificate to the extent relevant to the Project.

Section 2. Internal Revenue Service Audits. The Internal Revenue Service has not contacted the Recipient regarding any bonds or other debt obligations issued by or on behalf of the Recipient in connection with its wastewater or drinking water system and no such obligations are currently under examination by the Internal Revenue Service.

Section 3. Purpose of the Loan. The proceeds of this Loan will be used to finance eligible capital expenditures of the Project, including architectural or engineering costs incurred prior to construction. The Recipient expects to borrow at least 90% of the commitment amount of the Loan and to spend all of the Loan Proceeds on the Project.

Section 4. The Project – Binding Commitment and Timing. The Recipient expects that the work of constructing the Project and the expenditure of Loan proceeds will proceed with due diligence (*i.e.*, without substantial or necessary delay) after the Loan is originated. The Recipient expects to draw and spend all of the Loan proceeds no later than the third anniversary of the Date of Issuance of the Bonds (as defined in the Introduction to this Tax Agreement).

Section 5. Reimbursement. None of the proceeds of the Loan will be used to reimburse expenditures actually paid by the Recipient prior to the Date of Issuance of the Bonds (as defined in the Introduction to this Tax Agreement), unless the Recipient has adopted a qualified “official intent resolution” or the expenditures constitute qualified “preliminary expenditures”.

Section 6. Hedge and Investment Agreements. The Recipient will not enter into any interest rate swap, interest rate cap, futures contract, forward contract, guaranteed investment contract, certificate of deposit, option or similar instrument in connection with the Loan or the proceeds of the Loan unless an exception applies.

Section 7. Funds and Accounts. The Recipient will establish and maintain a Repayment Fund, in which all amounts deposited are actually applied to principal and interest payments on the Loan within one year of the deposit date. No other funds pledged to, or expected to be used to pay, the Loan will be maintained by the Recipient. The Loan does not replace any invested funds of the Recipient that were previously reserved to pay the costs of the

Project and the term of the Loan is no longer than 120% of the expected useful life of the Project.

Section 8. Use of Proceeds and Project. None of the Loan proceeds or the Project will be used by any person or entity, other than a state or local government unit, pursuant to any special arrangement that does not include all members of the general public (such as a sale; lease; management, service or output contract; or similar arrangement), unless an exception applies. Also, none of the Loan proceeds will be lent to any party other than a state or local government unit.

Section 9. No Sale of the Project. The Recipient will not sell or otherwise dispose of any portion of the Project without prior written approval of the Agency.

Section 10. Purchase of Bonds by Recipient. The Recipient will not purchase any tax-exempt bonds the proceeds of which were, or might have been used to fund the Loan.

Section 11. Compliance Procedures. The Recipient will adopt and periodically monitor its compliance with, written procedures for satisfaction of its covenants hereunder.

Section 12. Records. The Recipient will keep and retain adequate records to demonstrate compliance with all of the covenants in this Tax Agreement (including the Website Instructions, if applicable), at least until the third anniversary of the payment in full of the Bonds.

Dated: _____, 2018

VILLAGE OF BARTLETT

By: _____
Todd Dowden, Village Treasurer

APPENDIX: LOAN PROGRAM CERTIFICATIONS

Loan Applicant's Authorized Representative shall complete and sign in all areas indicated.

- The loan applicant hereby agrees to pay all project costs not covered by the loan. If the project costs provided by the applicant exceed the lesser of 5% of the total project cost or \$100,000, please provide the following information:

Amount to be provided by applicant: _____

Source of funds: _____

- The loan applicant hereby certifies that it has analyzed the costs and the financial impacts of the proposed project and that it has the legal, institutional, managerial and financial capability to insure adequate building, operation, maintenance and replacement of the treatment works project.
- The loan applicant hereby certifies that no unlawful or corrupt practice has taken place in the planning or design of the proposed project.
- The loan applicant hereby certifies that it has complied with all applicable State and Federal statutory and regulatory requirements in regard to the proposed project.
- The loan applicant hereby certifies that it is not barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

The prospective participant to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

INTENT REGARDING NATIONAL FLOOD INSURANCE

- Whereas application provisions for loans from the Public Water Supply Loan Program require compliance with the National Flood Insurance Act 1968, as amended, and
- Whereas the costs of securing and maintaining flood insurance are eligible for loan participation during the approved construction period, and
- Whereas failure to secure flood insurance for eligible construction located in designated flood hazard areas will cause this construction to become ineligible for loan funds:
- Now therefore, be it resolved that the Village of Bartlett will cooperate and coordinate with the National Flood Insurance Program to acquire and maintain any flood insurance made available for Project L17 5512 for the entire useful life of the insurable construction pursuant to the Flood Insurance Act of 1968, as amended, and that it will secure said flood insurance for each insurable structure, as soon as said insurance is available and will notify the Illinois Environmental Protection Agency in writing that the National Flood Insurance requirement has been satisfied.

CERTIFICATION REGARDING PROJECT SITE, RIGHTS-OF-WAY, EASEMENTS AND PERMITS

1. The applicant has investigated and ascertained the location of the site or sites, rights-of-way and easements being provided for the facilities in its application for loan assistance. In my opinion, the applicant has a sufficient legal interest in the said site or sites, rights-of-way and easements to permit the building of such facilities thereon and to permit the operation and maintenance of such facilities thereon during the estimated life of the facility by the applicant after the completion of construction.
2. The loan applicant has complied with the provisions of 49 CFR 24 as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (42 USC 4601 et seq.).
3. The loan applicant has obtained all the necessary permits as indicated below:

Type of Permit	Permit Number	Date Issued
Army Corps of Eng. 404	NA	
IL Dept. of Trans.	NA	
County Highway	NA	
Other		

LOAN APPLICANT ACKNOWLEDGEMENT OF THE USE OF AMERICAN IRON AND STEEL PRODUCTS REQUIREMENT

1. I am aware that all iron and steel products used for this project must be produced in the United States per Federal appropriations;
2. I understand the term "iron and steel products" refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete and construction materials;
3. I am aware that loan recipients must be able to verify that products used in their State Revolving Fund (SRF) projects comply with the AIS requirements;
4. I am aware that this requirement applies to all portions of the project.

Information regarding the American Iron and Steel Requirements is available on IEPA's website, www.epa.illinois.gov/topics/grants-loans/state-revolving-fund/guidance, or by calling the Infrastructure Financial Assistance Section at (217) 782-2027.

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Paula Schumacher

Business Name: Village of Bartlett

Taxpayer Identification Number: _____

Social Security Number: _____

or

Employer Identification Number: 36-6005784

Legal Status (check one):

- | | |
|---|--|
| <input type="radio"/> Individual | <input checked="" type="radio"/> Governmental |
| <input type="radio"/> Sole Proprietor | <input type="radio"/> Nonresident alien |
| <input type="radio"/> Partnership | <input type="radio"/> Estate or trust |
| <input type="radio"/> Legal Services Corporation | <input type="radio"/> Pharmacy (Non-Corp.) |
| <input type="radio"/> Tax-exempt | <input type="radio"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="radio"/> Corporation providing or billing medical and/or health care services | Limited Liability Company |
| <input type="radio"/> Corporation NOT providing or billing medical and/or health care services | (select applicable tax classification): |
| | <input type="radio"/> D = disregarded entity |
| | <input type="radio"/> C = corporation |
| | <input type="radio"/> P = partnership |

Signature: _____

Date: _____

EXECUTIVE COMPENSATION DATA (5 OFFICER FORM)

DUNS number: 033591207 _____

CCR/Cage Number: _____

Loan Recipient Name: Village of Bartlett

Name of Project: Lake Michigan Water Receiving Facilities

Federal Reporting Contact Information:

Name: Todd Dowden Phone: (630) 837-0155 Email: tdowden@vbartlett.org

Requirements to report five most highly compensated officers:

When all three of the following conditions are met in the previous fiscal year, you must report the five most highly compensated officers of the entity.

1. The recipient received 80 percent or more of its annual gross revenues in Federal awards, and
2. The recipient received \$25,000,000 or more in annual gross revenue from Federal awards, and
3. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 U.S.C. §6104).

Check either box A or B below and complete the requested information.

A. I certify that in the preceding fiscal year, 2017, Village of Bartlett
 (Fiscal year) (Loan recipient name)

- 1. **DID NOT** receive 80 percent or more of its annual gross revenues in Federal awards, or
- 2. **DID NOT** receive \$25,000,000 or more in annual gross revenue from Federal awards, or
- 3. The public **DOES** have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 U.S.C. §6104).

And is therefore not required to report the names and compensation of the five most highly compensated officers.

Village Administrator

 Signature Title Date

B. The five most highly compensated officers of Village of Bartlett are:

Name	Compensation Amount ¹

¹ Compensation includes: (1) Salary and bonus. (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R. (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees. (4) Change in present value of defined benefit and actuarial pension plans. (5) Above-market earnings on deferred compensation that is not tax-qualified. (6) Other compensation. For example: severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

AUTHORIZATION OF A LOAN APPLICANT'S AUTHORIZED REPRESENTATIVE
TO SIGN PWSLP LOAN APPLICATION DOCUMENTS

Whereas, application provisions for loans from the Public Water Supply Loan Program require that the Village of Bartlett authorize a representative to sign the loan application forms and supporting documents; therefore, be it resolved by the Village Board of the Village of Bartlett that Village Administrator Paula Schumacher is hereby authorized to sign all loan application forms and documents.

Resolved this <u>17</u> day of April, 2018 .	
_____ Signature Paula Schumacher _____ Printed Name	_____ Date Village Administrator _____ Title
Certified to be a true and accurate copy, passed and adopted on the above date.	
<div style="border: 1px solid black; width: 40%; height: 100%; margin: 0 auto;"></div>	
Signature & Stamp/Seal of Notary Public	

CERTIFICATION OF INFORMATION ON ALL PREVIOUS PAGES
BY LOAN APPLICANT'S AUTHORIZED REPRESENTATIVE

I, Paula Schumacher, hereby verify that the above information is, to the best of my knowledge, true and correct.

_____ Signature of Authorized Representative Paula Schumacher _____ Printed Name	_____ Date Village Administrator _____ Title
Attested by Municipality Official or Notary	
<div style="border: 1px solid black; width: 40%; margin: 0 auto; height: 150px;"></div>	
Signature & Stamp/Seal	



Agenda Item Executive Summary

Item Name	Bartlett Water Transmission Mains Illinois Public Water Supply Loan Program Application and Loan Applicant's Authorized Representative Resolution	Committee or Board	Board
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BUDGET IMPACT

Amount:	NA	Budgeted	NA
List what fund	Water Fund		

EXECUTIVE SUMMARY

The attached loan application and resolution are required per the Illinois Environmental Protection Agency Loan Program. This resolution authorizes the Village Administrator to sign the Public Water Supply Loan Program loan application documents for the Village's water transmission mains needed to distribute Lake Michigan water throughout the Village.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Loan Application with Attachments

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2018-_____, approving the IEPA Illinois Public Water Supply Loan Program application for the Water Transmission Mains Project and authorizing the Village Administrator to sign loan documents.

Staff: Dan Dinges, Director of Public Works Date: 04/9/18

PUBLIC WORKS MEMO



DATE: April 8, 2018

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Bartlett Water Transmission Mains Illinois Public Water Supply Loan Program
Application and Loan Applicant's Authorized Representative Resolution

The attached loan application and resolution are required per the Illinois Environmental Protection Agency Loan Program. This resolution authorizes the Village Administrator to sign the Public Water Supply Loan Program loan application documents for the Village's water transmission mains needed to distribute Lake Michigan water throughout the Village.

MOTION: I move to approve Resolution 2018-_____, approving the IEPA Illinois Public Water Supply Loan Program application for the Water Transmission Mains Project and authorizing the Village Administrator to sign loan documents.

**RESOLUTION AUTHORIZING A
REPRESENTATIVE TO SIGN
LOAN DOCUMENTS**

Whereas, application provisions for loans from the Public Water Supply Loan Program for construction of public water supply facilities require that the Village of Bartlett authorize a representative to sign the loan application forms and supporting documents: therefore, be it resolved by the Village of Bartlett that Village Administrator Paula Schumacher is hereby authorized to sign all loan application forms and documents.

Resolved this _____ day of _____, 20 _____.

Name: _____

Title: _____

(Village President)

Certified to be a true and accurate copy, passed and adopted on the above date.

Name: _____

Title: _____

(Village Clerk)

(SEAL)



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Illinois Public Water Supply Loan Program (PWSLP) Loan Application

For IEPA's use:
Loan Number: L17 5538
Date Received:

The Loan Application, plus all accompanying materials, should be submitted to the attention of your Project Manager at the address below prior to bidding the project and should reflect the latest pre-bid estimated project costs. Biddable plans and specifications, accompanied by the IEPA Certification of Plans and Specifications, may be submitted with this package or submitted separately prior to bidding the project.

Mail two copies of the Loan Application and one copy of all applicable attachments (page 9) to the attention of your Project Manager at:

Illinois Environmental Protection Agency
Bureau of Water, Infrastructure Financial Assistance Section
1021 North Grand Avenue East
PO Box 19276
Springfield, IL 62794-9276

Please use the guide below to ensure you are including all required materials in your submittal to IEPA.

- Loan Applicant and Project Information – Pages 1 - 6.
- Comprehensive financial projections, including historical information for the last three (3) years and projections for the next five (5) years, starting with the current fiscal year (8 years total). Instructions on page 7.
- All required/applicable attachments – detailed listing on page 9.

Appendix: Ensure you have filled in all boxes and included your signature wherever requested.

- Amount and source of any local funds to be used for project (Pg . 1)
- Intent Regarding National Flood Insurance (Pg. 2)
- Certification Regarding Project Site, Rights - of - Way, Easements and Permits (Pg. 3)
- Taxpayer Identification Number (Pg. 4)
- Executive Compensation Data (5 Officer Form) (Pg. 5)
- Authorization of a Loan Applicant's Authorized Representative (Pg. 6)
- Certification of Information on All Previous Pages (Pg. 7), including
 - Debarment, Suspension and Other Responsibility Matters (Pg. 2)
 - Use of American Iron and Steel Products (Pg. 3)

Refer to Loan Application Instructions for additional information. Questions? Please contact us:

General questions: Your Project Manager or Heidi.Allen@illinois.gov
Financial questions: Mike.Layden@illinois.gov
Legal questions: Vera.Herst@illinois.gov



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Illinois Public Water Supply Loan Program (PWSLP) Loan Application

For IEPA's use:
Loan Number: L17 5538
Date Received:

APPLICANT INFORMATION

Applicant Name: Village of Bartlett

Applicant Address: 228 S. Main St.

City: Bartlett Zip+4: 60103-4421 County: Cook, DuPage, Kane

Mailing Address (if different): _____

City: _____ Zip+4: _____ County: _____

Applicant type: Municipal County Cooperative Private Other

If Other, enter type here _____

Public Water System Number IL0314120

Public Water System Name Village of Bartlett Water Department

Data Universal Number System (DUNS) Number 033591207

U.S. Congressional District(s) 6, 8

Illinois Representative District 44, 45, 49 Illinois Senate District 22, 23, 25

PROJECT INFORMATION

Project Title: Water Transmission Mains

Project Address: 1150 Bittersweet Dr.

City: Bartlett Zip+4: 60103-4421 County: DuPage

County or Counties Served by Project: Cook, DuPage, and Kane

U.S. Congressional District(s): _____ Same as applicant

Illinois Representative District: _____ Illinois Senate District: _____

Is this a multi-phased project? Yes No

If yes, include previous loan number: L17

CONTACT INFORMATION

Loan Applicant's Authorized Representative (please refer to application instructions)

Name: Paula Schumacher

Title: Village Administrator

Phone: (630) 837-0800 Cell Office

Email: pschumacher@vbartlett.org

Project Engineer

Name: Dan Watson

Firm: Rempe Sharpe Consulting Engineers

Address: 324 West State Street
Geneva, IL 60134

Phone: (630) 232-0827 Cell Office

Email: dwatson@rsaengr.com

Attorney

Name: Bryan Mraz

Firm: Bryan Mraz & Associates

Address: 111 E. Irving Park Road
Roselle, IL 60172

Phone: (630) 529-2541 Cell Office

Email: BEM@mrazlaw.com

Finance Director

Name: Todd Dowden

Firm: Village of Bartlett

Address: 228 S. Main St.
Bartlett, IL 60103

Phone: (630) 540-5950 Cell Office

Email: tdowden@vbartlett.org

Other (describe role)

Name:

Firm:

Address:

Phone: Cell Office

Email:

4. List any other proposed sources of funding in addition to the PWSLP request

Source	Amount	Applied for	Approved	Received
		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

LOAN REPAYMENT PERIOD AND PLEDGED REVENUES

5. Pledged revenues. Federal and state law requires that a specific source(s) of revenue be dedicated and pledged to make the loan repayments. Provide a description of the source(s) of revenue pledged to repay the proposed financing agreement (e.g., system revenues, sales taxes, property taxes) and method used to secure collection. Please ensure that the Ordinance Authorizing Debt to be Incurred names the same pledged revenues as the source of repayment proposed in the comprehensive 5-year financial projections requested in Question 19.

The Village will utilize revenue derived from the Village's Water Fund to make the loan repayments. Rates will be increased on May 1, 2018 and May 1, 2019 to phase in the rates necessary to make the loan repayments.

6. Loan repayment period requested 20 years

SYSTEM INFORMATION

7. Active service connections. Not applicable

Connection Type	Number of Connections	Current Monthly User Charge	Projected Monthly User Charge
Residential	13,208	\$37.57	\$57.82
Commercial	340	\$206.63	\$317.52
Industrial	69	\$600.11	\$923.72
Other			
Total	13,671	\$44.63	\$68.70

8. User charges. Please provide the following dates:

When did current user charges go into effect? 5/1/2017

What is the effective date for the projected monthly user charges? 5/1/2019

14. Planned debt issuance. Please describe current plans for debt issuance over the next three years for the public water supply system. Include any authorized debt which is not project-related. Indicate whether the debt will be parity or subordinate to PWSLP financing, if known, and the anticipated revenue source for repayment.

There is no other debt issuance planned for the Water Fund other than this IEPA loan and the other IEPA Loan #175512 that is applied for Lake Michigan Receiving Station associated with the transition to Lake Michigan water.

15. Current bond ratings (if available)

	Standard & Poor's	Moody's	Fitch
G.O.		Aa1	
Revenue			

PROPERTY TAX INFORMATION

Complete only if General Obligation bond is pledged to repay the loan.

16. Property tax information. Provide valuation and collection data for the most recent three years.

Year	_____
Assessed Value of Property	_____
Market Value of Property	_____
Property Tax Revenues Levied	_____
Property Taxes Collected	_____
Property Tax Collection Rate	_____

SALES TAX INFORMATION

Complete only if sales taxes are pledged to repay the loan

17. Sales tax collection data. Please complete for the most recent twelve (12) months.

Month/Year	Amount Collected	Month/Year	Amount Collected

FINANCIAL PROJECTIONS

ALL applicants must complete the following.

18. Start of system fiscal year May 1

19. Submit a comprehensive five (5) year financial projection demonstrating that the dedicated source(s) of revenue is sufficient to cover the PWSLP debt service costs. Projections must begin with the current fiscal year. Historical information for the last three (3) years must be provided and must tie to information in audited financial statements. A sample worksheet in Microsoft Excel can be found at www.epa.illinois.gov/topics/grants-loans/state-revolving-fund/guidance. You may add rows to the worksheet to demonstrate additional sources of revenues or expenditures.

If you wish to submit projections using your own worksheets, ensure that they include the following:

- Revenues and expenses, including operations and maintenance expenses, from the previous three (3) years and projections for the next five (5) years, starting with the current fiscal year (8 years total).
- Projected revenues for the dedicated source of revenues to be used for repaying the PWSLP loan.
 - If system revenues will be pledged for the loan, ensure the revenues include all applicable service revenues. Ensure that any anticipated rate increases are included.
 - If another source of revenues will be pledged for the loan (e.g., property taxes, sales taxes, special assessments), demonstrate that sufficient revenues will be raised and transferred to the water fund for the purposes for repaying the IEPA loan.
 - If revenues are insufficient, the applicant will be asked to raise rates or find other capital to infuse into the system.
- Projected expenses. If system revenues will be pledged, ensure that the budget includes operations, maintenance, and replacement reserves, as well as current and future debt costs.
- Ensure the new amount available for repayment of the SRF loan is included.
- If applicant is a private entity, use Federal tax returns for the previous three (3) years.
- Refer to the IEPA PWSLP Loan Application and Approval Process for additional clarification.

20. Provide a written narrative detailing the major assumptions used in arriving at the current and proposed projections (e.g. additional customers, rate increases, other revenues, changes in operations and maintenance costs, and debt service). If rate increases are anticipated, explain when those will go into effect, and what the revised rates will be. Any variances greater than 10% from year to year must be explained. Attach additional pages if needed.

Water rates were reviewed during last year's budget process and increased by 20% starting with the May 1, 2017 bills. The rate increases were mainly for capital improvements including a portion of the engineering costs for the Lake Michigan water transition. Water rates will need to be raised the next two years as construction associated with the Lake Michigan water transition is completed and loan payment schedules are finalized.

Based on the Water projects approved in the Capital Budget, a 27% increase in the water rate was approved starting with the May 1, 2018 bills. This increase will generate an additional \$2,100,000 in revenue. The second year increase would be just over 21% to generate an additional \$2,100,000 during the 19/20 fiscal year. Costs related to the Lake Michigan water transition are expected to be \$29,050,000 during the 18/19 budget year. Payments on loans estimated to total \$28 million from the DuPage Water Commission will begin the summer of 2019. Additional loans from the IEPA for an estimated \$15.55 million are also expected to begin the year the project is completed. Annual debt service is estimated to be \$2.5 million. The water main replacement program, with an annual budgeted cost of \$1,275,000, and tower painting projects also contribute to the increases.

The fund's balance at 4/30/19 is estimated to be \$2,773,144, which is close to the maximum policy balance. The balance at 4/30/20 is estimated to be \$2,783,143. This would be \$151,517 over the minimum balance when including 25% of the annual debt service. The total increase from the rate prior to the May 1, 2017 increase of \$6.36 to the proposed rate of \$11.76 per 1,000 gallons over the next two years would be \$5.40 or just under 85%.

Attached please find the Water Rate Ordinance that was recently approved by the Village Board.

ATTACHMENTS

Item Attached? Complete and submit the following attachments. Please check the box next to each item to confirm that the item is attached to your application.

- Audited financial statements. Please provide the most recent audited financial statement. If posted online at the entity's website or the State Comptroller's Local Government Warehouse (<http://warehouse.illinoiscomptroller.com>), provide links. IEPA may request additional audit reports. If applicant is a private entity, submit Federal tax returns.
- Single Audit report. If a Single Audit has been completed within the last 3 years, provide the most recent one. If posted online, provide links.
- Projected revenues, expenses and debt coverage for pledged revenue. Provide 5 year projected revenues, beginning with the current fiscal year. See #19 above for guidance. The projections must show that there are sufficient revenues to offset relevant costs and SRF debt service. See the IEPA PWSLP Financial Capability Review Criteria instructions for additional information.
- If any other entities are substantially benefiting (more than 5%) from the project, provide copies of applicable service agreement(s) with these beneficiaries.
- Amortization schedules for all debt obligations listed in #13.
- Copy of a certified ordinance (bond ordinance) authorizing the debt to be incurred and identifying a dedicated source of repayment. Required for publicly owned entities. Sample ordinances can be found at www.epa.illinois.gov/topics/grants-loans/state-revolving-fund/guidance. The applicant may use an ordinance developed by its bond counsel. Refer to the Loan Application and Approval Process for more information on this requirement, and for requirements for nonpublic applicants. If an applicant is not using the IEPA sample ordinance, it is highly encouraged to submit the draft ordinance for pre-approval to Vera Herst at vera.herst@illinois.gov to avoid delays in loan closing. Please ensure that the ordinance authorizing debt to be incurred names the same pledged revenues as the source of repayment that is proposed in the comprehensive 5-year financial projections requested in #19.
- Water rate ordinances defining user charges. Alternatively, provide the website address.
- Signed tax certificate and agreement (www.epa.illinois.gov/topics/grants-loans/state-revolving-fund/state-revolving-fund-forms).
- Corporate resolution to apply, borrow, and to grant security (required for corporations).
- Federal non-profit certification (required for non-profit applicants).
- If the system is involved in a lawsuit or pending litigation that is in excess of \$10,000, attach a statement from the system's attorney describing the situation.
- Loan program certifications and related forms (Appendix). The applicant must agree to the loan certifications and related forms listed in the appendix starting on the next page.

Village of Bartlett
Finance Department Memo
18-05

DATE: April 9, 2018
TO: Dan Dinges, Public Works Director
FROM: Todd Dowden, Finance Director
SUBJECT: Audited Financial Statements

Our audits are on the Village website in the Comprehensive Annual Financial Report. The Statement of Net Position – Proprietary Funds starts on page 13.

<http://www.village.bartlett.il.us/government/finance-department/comprehensive-annual-financial-report>

VILLAGE OF BARTLETT, ILLINOIS

SINGLE AUDIT REPORT

FOR THE FISCAL YEAR ENDED
APRIL 30, 2016

VILLAGE OF BARTLETT, ILLINOIS

Schedule of Expenditures of Federal Awards
For the Year Ended April 30, 2016

Federal Grantor	Pass-Through Grantor	Program Title	Federal CFDA Number	Program/Grant Number	Expenditures
Department of Justice	N/A	Bulletproof Vest Partnership Program	16.607	N/A	\$ 3,935
Department of Justice	N/A	Edward Byrne Memorial Justice Assistance Grant Program	16.738	N/A	14,490
Department of Justice	N/A	Equitable Sharing Program	16.922	N/A	295,741
Department of Transportation	Illinois Department of Transportation	State and Community Highway Safety	20.600	AP-15-0044	18,926
Department of Homeland Security	Illinois Emergency Management Agency	Hazard Mitigation Grant	97.039	FEMA-DR-1935-IL	<u>1,880,677</u>
TOTAL FEDERAL AWARDS EXPENDED					<u>2,213,769</u>

See accompanying notes to the schedule of expenditures of federal awards.



**INDEPENDENT AUDITORS' REPORT
ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

August 18, 2016

The Honorable Village President
Members of the Board of Trustees
Village of Bartlett, Illinois

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Bartlett, Illinois, as of and for the year ended April 30, 2016, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated August 18, 2016.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Village's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we do not express an opinion on the effectiveness of the Village's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Village's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



**INDEPENDENT AUDITORS' REPORT
ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE REQUIRED BY UNIFORM GUIDANCE
AND ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

August 18, 2016

The Honorable Village President
Members of the Board of Trustees
Village of Bartlett, Illinois

Report on Compliance for Each Major Federal Program

We have audited the Village of Bartlett, Illinois' compliance with the types of compliance requirements described in the *Uniform Guidance Compliance Supplement* that could have a direct and material effect on each of the Village's major federal programs for the year ended April 30, 2016. The Village's major federal programs are identified in the summary of auditor's results section of the accompany schedule of findings and questioned costs.

Management Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Village's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and *Uniform Guidance, Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and *Uniform Guidance* required that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Village's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Village's compliance.

Schedule of Expenditures of Federal Awards

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Bartlett, Illinois as of and for the year ended April 30, 2016, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements. We issued our report thereon dated August 18, 2016, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



LAUTERBACH & AMEN, LLP

VILLAGE OF BARTLETT, ILLINOIS

Schedule of Findings and Questioned Costs – Continued
Year Ended April 30, 2016

SECTION 2 – FINANCIAL STATEMENT AUDIT FINDINGS

None

VILLAGE OF BARTLETT, ILLINOIS

**Schedule of Findings and Questioned Costs – Continued
Year Ended April 30, 2016**

SECTION 4 – PRIOR YEAR AUDIT FINDINGS

None

Daniel Dinges

From: Todd Dowden
Sent: Thursday, March 22, 2018 8:37 AM
To: Daniel Dinges
Cc: Tom Ruzicka
Subject: Five year projection
Attachments: 5-year-financial-projections-iepasrf-loan-application Bartlett.xlsx; Bartlett SAR 0416.pdf

Hi Dan,

Attached is a five year projection for Water Fund activity. I highlighted the Contractual Services line and Water Purchases line. I split the water purchases out into its own line. In our audit, it has been combined with contractual services. I don't have a good idea of what the cost of water is going to be starting with the 2020 year, May 1, 2019 – April 30, 2020, and going forward. Can you also let me know what our costs are going to be for contractual services? Was there some ongoing costs with water treatment?

Our bottom line is projected to be in the negative range due to the depreciation line and showing the capital items at the bottom. Normally water main projects are capitalized and depreciated over time. I don't know how they want us to be showing this.

Our audits are on the Village website in the Comprehensive Annual Financial Report. The Statement of Net Position – Proprietary Funds starts on page 13.

<http://www.village.bartlett.il.us/government/finance-department/comprehensive-annual-financial-report>

I also attached our last single audit for the year ending 4/30/16. We were not required to complete a single audit for the year ending 4/30/17.

Let me know what you think,

Thanks,

Todd

Village of Bartlett

Five Year Projection of Revenues, Operations, Maintenance, and Debt Service

	Actual - Previous 3 Years			Estimated - Next 5 Years, Starting with Current Fiscal Year				
	2015	2016	2017	2018	2019	2020	2021	2022
Last year rate increase/Proposed Rate Increase	0.0%	0.0%	0.0%	20.0%	27.0%	21.0%	0.0%	0.0%
Operating Revenues								
User charge (system) revenue	\$ 6,439,786	\$ 6,369,747	\$ 6,500,999	\$ 7,775,000	\$ 9,900,000	\$ 12,000,000	\$ 12,000,000	\$ 12,000,000
Contributions from customers - tap fees	26,290	108,439	199,934	110,000	80,000	80,000	80,000	80,000
Late fees	91,998	83,840	88,213	90,000	90,000	90,000	90,000	90,000
Other Meter Sales	9,407	5,380	18,312	20,000	10,000	10,000	10,000	10,000
Other (please describe)	-	-	-	-	-	-	-	-
Total Operating Revenues	6,567,481	6,567,406	6,807,457	7,995,000	10,080,000	12,180,000	12,180,000	12,180,000
Operating Expenses								
Salaries, Wages, & Benefits	1,355,270	1,415,553	1,618,401	1,325,972	1,388,374	1,457,790	1,530,680	1,607,214
Contractual Services	466,774	619,194	450,615	569,722	629,960	400,000	400,000	400,000
Water Purchases	4,042,054	4,240,960	4,439,248	4,578,350	4,982,772	5,782,000	5,955,000	6,134,000
Commodities	141,012	130,760	159,654	150,240	200,606	150,000	150,000	150,000
Equipment Purchases	37,893	141,757	185,708	75,450	12,000	50,000	50,000	50,000
Central Services	131,861	131,861	131,861	131,861	156,361	156,361	156,361	156,361
Vehicle Replacement	20,879	20,879	20,879	20,879	20,879	20,879	20,879	20,879
Miscellaneous	11,136	8,142	13,520	18,500	35,695	35,695	35,695	35,695
Other (Describe)	-	-	-	-	-	-	-	-
Other (Describe)	-	-	-	-	-	-	-	-
Total Operating Expenses	6,206,879	6,709,106	7,019,886	6,870,974	7,426,647	8,052,725	8,298,615	8,554,149
Operating Income Before Depreciation	360,602	(141,700)	(212,429)	1,124,026	2,653,353	4,127,275	3,881,385	3,625,851
Depreciation	741,731	750,852	763,013	770,000	780,000	1,200,000	1,200,000	1,200,000
TOTAL OPERATING INCOME	(381,129)	(892,552)	(975,442)	354,026	1,873,353	2,927,275	2,681,385	2,425,851
Non Operating Revenues (Expenses)								
Investment Income	5,268	7,183	13,394	15,000	15,000	15,000	15,000	15,000
Grant	-	-	-	-	-	-	-	-
DuPage Water Commission Capital Buy-In	-	-	(13,030,632)	-	-	-	-	-
Transfers Out	(130,000)	(130,000)	(130,000)	(130,000)	(130,000)	(130,000)	(130,000)	(130,000)
Other Misc	741	759	118,898	1,000	1,000	1,000	1,000	1,000
Total Non-Operating Income (Loss)	(123,991)	(122,058)	(13,028,340)	(114,000)	(114,000)	(114,000)	(114,000)	(114,000)
Net Change in Position Before Capital Items	(505,120)	(1,014,610)	(14,003,782)	240,026	1,759,353	2,813,275	2,567,385	2,311,851
Capital Items								
Water Tower Painting	-	-	-	(238,549)	(504,000)	(819,500)	(432,500)	(476,500)
Water Main Replacement Program	-	-	-	-	(1,275,000)	(1,275,000)	(1,275,000)	(1,275,000)
New IEPA Debt Service	-	-	-	-	(1,100,000)	(1,100,000)	(1,100,000)	(1,100,000)
New DuPage Water Commission Buy-In	-	-	-	-	(434,354)	(434,354)	(434,354)	(434,354)
New DuPage Water Commission Trans Main	-	-	-	-	(975,000)	(975,000)	(975,000)	(975,000)
Developer Contributions	139,713	-	1,480,175	-	-	-	-	-
Total Capital Items	139,713	-	1,480,175	(238,549)	(1,779,000)	(4,603,854)	(4,216,854)	(4,260,854)
NET CHANGE IN POSITION	(365,407)	(1,014,610)	(12,523,607)	\$ 1,477	(19,647)	(1,790,579)	(1,649,469)	(1,949,003)

ORDINANCE 2018-31

**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.

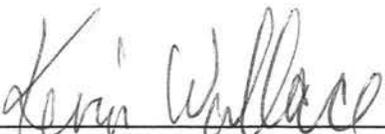
SECTION TWO: SEVERABILITY. The various provisions of this Ordinance are to be considered as severable, and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

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: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke
NAYS: None
ABSENT: None
PASSED: April 3, 2018
APPROVED: April 3, 2018



Kevin Wallace, Village President

ATTEST:

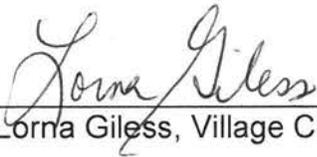

Lorna Giles, Village Clerk

PUBLISHED in the Daily Herald on November 24, 2017

CERTIFICATION

I, Lorna Giles, 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 2018-31, 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 3rd day of April, 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 3rd day of April, 2018.


Lorna Giles, Village Clerk



ORDINANCE 2018-19

AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE REGARDING WATER AND SEWER CHARGES

WHEREAS, the corporate authorities have determined that the increased cost of operating the water and sewer system of the Village of Bartlett have made it necessary for the Village to adjust its customary charges for the use of the water and sewer system.

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: Section 7-5B-1, Water Rates, of the Bartlett Municipal Code is amended to read as follows:

7-5B-1 WATER RATES: Effective May 1, 2018, the amount to be charged to each user of water from the Bartlett water distribution system shall be computed at the rate of nine dollars and seventy cents (\$9.70) per thousand gallons with a minimum charge of twenty four dollars and twenty five cents (\$24.25) monthly to reimburse the Village for the cost of operating and maintaining a water distribution system ready to serve each user. All Bartlett residents who are age sixty five (65) and over and who are responsible for the payment of their own water charges shall receive a ten percent (10%) discount on all water charges.

SECTION TWO: Section 7-5D-8, Sewer Rate Charges, be amended to read as follows:

7-5D-8 SEWER RATE CHARGES: Effective May 1, 2018, the amount to be charged monthly to each user of the Bartlett sanitary sewer system shall be as follows:

- A. For the collection and excess flow treatment of Cook County users' wastewater, thirteen dollars and seventy one cents (\$13.71) plus one dollar and fourteen cents (\$1.14) per thousand gallons with a minimum charge of sixteen dollars and fifty six cents (\$16.56) per user per month. All Bartlett residents who are age sixty five (65) and over and who are responsible for the payment of their own sewer charges shall receive a ten percent (10%) discount on all sewer charges.
- B. For the collection and treatment of DuPage County users' wastewater, sixteen dollars and ninety four cents (\$16.94) plus three dollars and three cents (\$3.03) per thousand gallons with a minimum charge of twenty four dollars and fifty two cents (\$24.52) per user per month. All Bartlett residents who are age sixty five (65) and over and who are responsible for the payment of their own sewer charges shall receive a ten percent (10%) discount on all sewer charges.

- C. For the collection of Kane County users' wastewater, eleven dollars and ninety four cents (\$11.94) plus ninety nine cents (\$.99) per thousand gallons with a minimum charge of fourteen dollars and forty two cents (\$14.42) per user per month. All Bartlett residents who are age sixty five (65) and over and who are responsible for the payment of their own sewer charges shall receive a ten percent (10%) discount on all sewer charges.

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

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

SECTION FIVE: EFFECTIVE DATE. This Ordinance shall be in full force and effect upon its passage and approval as provided by law.

ROLL CALL VOTE:

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

NAYS: None

ABSENT: Trustee Gabrenya

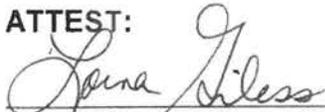
PASSED: March 20, 2018

APPROVED: March 20, 2018



Kevin Wallace, Village President

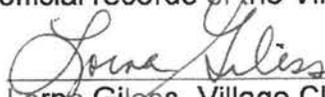
ATTEST:



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 2018-19, enacted on March 20, 2018 and approved on March 20, 2018 as the same appears from the official records of the Village of Bartlett.



Lorna Giles, Village Clerk



TAX COMPLIANCE CERTIFICATE AND AGREEMENT

The Village of Bartlett, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois (the “*Recipient*”) is executing this Tax Compliance Certificate and Agreement (“*Tax Agreement*”) to allow the Illinois Environmental Protection Agency (the “*Agency*”) to fund one or more loans L17# 5538 (the “*Loan*”) to the Recipient with proceeds of tax-exempt bonds.

Section 1. Expectations. The Recipient and the Agency have previously executed or will execute a loan agreement or loan agreements providing that the Agency lend funds to the Recipient to reimburse the Recipient for eligible costs incurred for the Project described therein. This tax agreement establishes the expectations and covenants of the Recipient with respect to future events regarding the Loan and the use of Loan proceeds. The Recipient recognizes that the Loan proceeds are derived in whole or in part from the proceeds of tax-exempt bonds. Certain certifications and covenants necessary to preserve the tax-exemption of the bonds are presented here in summary form; additional information is available in the Website Instructions, which are incorporated in this Tax Certificate to the extent relevant to the Project.

Section 2. Internal Revenue Service Audits. The Internal Revenue Service has not contacted the Recipient regarding any bonds or other debt obligations issued by or on behalf of the Recipient in connection with its wastewater or drinking water system and no such obligations are currently under examination by the Internal Revenue Service.

Section 3. Purpose of the Loan. The proceeds of this Loan will be used to finance eligible capital expenditures of the Project, including architectural or engineering costs incurred prior to construction. The Recipient expects to borrow at least 90% of the commitment amount of the Loan and to spend all of the Loan Proceeds on the Project.

Section 4. The Project – Binding Commitment and Timing. The Recipient expects that the work of constructing the Project and the expenditure of Loan proceeds will proceed with due diligence (*i.e.*, without substantial or necessary delay) after the Loan is originated. The Recipient expects to draw and spend all of the Loan proceeds no later than the third anniversary of the Date of Issuance of the Bonds (as defined in the Introduction to this Tax Agreement).

Section 5. Reimbursement. None of the proceeds of the Loan will be used to reimburse expenditures actually paid by the Recipient prior to the Date of Issuance of the Bonds (as defined in the Introduction to this Tax Agreement), unless the Recipient has adopted a qualified “official intent resolution” or the expenditures constitute qualified “preliminary expenditures”.

Section 6. Hedge and Investment Agreements. The Recipient will not enter into any interest rate swap, interest rate cap, futures contract, forward contract, guaranteed investment contract, certificate of deposit, option or similar instrument in connection with the Loan or the proceeds of the Loan unless an exception applies.

Section 7. Funds and Accounts. The Recipient will establish and maintain a Repayment Fund, in which all amounts deposited are actually applied to principal and interest payments on the Loan within one year of the deposit date. No other funds pledged to, or expected to be used to pay, the Loan will be maintained by the Recipient. The Loan does not replace any invested funds of the Recipient that were previously reserved to pay the costs of the

Project and the term of the Loan is no longer than 120% of the expected useful life of the Project.

Section 8. Use of Proceeds and Project. None of the Loan proceeds or the Project will be used by any person or entity, other than a state or local government unit, pursuant to any special arrangement that does not include all members of the general public (such as a sale; lease; management, service or output contract; or similar arrangement), unless an exception applies. Also, none of the Loan proceeds will be lent to any party other than a state or local government unit.

Section 9. No Sale of the Project. The Recipient will not sell or otherwise dispose of any portion of the Project without prior written approval of the Agency.

Section 10. Purchase of Bonds by Recipient. The Recipient will not purchase any tax-exempt bonds the proceeds of which were, or might have been used to fund the Loan.

Section 11. Compliance Procedures. The Recipient will adopt and periodically monitor its compliance with, written procedures for satisfaction of its covenants hereunder.

Section 12. Records. The Recipient will keep and retain adequate records to demonstrate compliance with all of the covenants in this Tax Agreement (including the Website Instructions, if applicable), at least until the third anniversary of the payment in full of the Bonds.

Dated: _____, 2018

VILLAGE OF BARTLETT

By: _____
Todd Dowden, Village Treasurer

APPENDIX: LOAN PROGRAM CERTIFICATIONS

Loan Applicant's Authorized Representative shall complete and sign in all areas indicated.

- The loan applicant hereby agrees to pay all project costs not covered by the loan. If the project costs provided by the applicant exceed the lesser of 5% of the total project cost or \$100,000, please provide the following information:

Amount to be provided by applicant: _____

Source of funds: _____

- The loan applicant hereby certifies that it has analyzed the costs and the financial impacts of the proposed project and that it has the legal, institutional, managerial and financial capability to insure adequate building, operation, maintenance and replacement of the treatment works project.
- The loan applicant hereby certifies that no unlawful or corrupt practice has taken place in the planning or design of the proposed project.
- The loan applicant hereby certifies that it has complied with all applicable State and Federal statutory and regulatory requirements in regard to the proposed project.
- The loan applicant hereby certifies that it is not barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

The prospective participant to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

INTENT REGARDING NATIONAL FLOOD INSURANCE

- Whereas application provisions for loans from the Public Water Supply Loan Program require compliance with the National Flood Insurance Act 1968, as amended, and
- Whereas the costs of securing and maintaining flood insurance are eligible for loan participation during the approved construction period, and
- Whereas failure to secure flood insurance for eligible construction located in designated flood hazard areas will cause this construction to become ineligible for loan funds:
- Now therefore, be it resolved that the Village of Bartlett will cooperate and coordinate with the National Flood Insurance Program to acquire and maintain any flood insurance made available for Project L17 5538 for the entire useful life of the insurable construction pursuant to the Flood Insurance Act of 1968, as amended, and that it will secure said flood insurance for each insurable structure, as soon as said insurance is available and will notify the Illinois Environmental Protection Agency in writing that the National Flood Insurance requirement has been satisfied.

CERTIFICATION REGARDING PROJECT SITE, RIGHTS-OF-WAY, EASEMENTS AND PERMITS

1. The applicant has investigated and ascertained the location of the site or sites, rights-of-way and easements being provided for the facilities in its application for loan assistance. In my opinion, the applicant has a sufficient legal interest in the said site or sites, rights-of-way and easements to permit the building of such facilities thereon and to permit the operation and maintenance of such facilities thereon during the estimated life of the facility by the applicant after the completion of construction.
2. The loan applicant has complied with the provisions of 49 CFR 24 as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (42 USC 4601 et seq.).
3. The loan applicant has obtained all the necessary permits as indicated below:

Type of Permit	Permit Number	Date Issued
Army Corps of Eng. 404		
IL Dept. of Trans.		
County Highway		
Other		

LOAN APPLICANT ACKNOWLEDGEMENT OF THE USE OF AMERICAN IRON AND STEEL PRODUCTS REQUIREMENT

1. I am aware that all iron and steel products used for this project must be produced in the United States per Federal appropriations;
2. I understand the term "iron and steel products" refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete and construction materials;
3. I am aware that loan recipients must be able to verify that products used in their State Revolving Fund (SRF) projects comply with the AIS requirements;
4. I am aware that this requirement applies to all portions of the project.

Information regarding the American Iron and Steel Requirements is available on IEPA's website, www.epa.illinois.gov/topics/grants-loans/state-revolving-fund/guidance, or by calling the Infrastructure Financial Assistance Section at (217) 782-2027.

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Paula Schumacher

Business Name: Village of Bartlett

Taxpayer Identification Number:
Social Security Number: _____

or

Employer Identification Number: 36-6005784

Legal Status (check one):

- | | |
|---|--|
| <input type="radio"/> Individual | <input checked="" type="radio"/> Governmental |
| <input type="radio"/> Sole Proprietor | <input type="radio"/> Nonresident alien |
| <input type="radio"/> Partnership | <input type="radio"/> Estate or trust |
| <input type="radio"/> Legal Services Corporation | <input type="radio"/> Pharmacy (Non-Corp.) |
| <input type="radio"/> Tax-exempt | <input type="radio"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="radio"/> Corporation providing or billing medical and/or health care services | Limited Liability Company
(select applicable tax classification): |
| <input type="radio"/> Corporation NOT providing or billing medical and/or health care services | <input type="radio"/> D = disregarded entity |
| | <input type="radio"/> C = corporation |
| | <input type="radio"/> P = partnership |

Signature: _____

Date: _____

EXECUTIVE COMPENSATION DATA (5 OFFICER FORM)

DUNS number: 033591207

CCR/Cage Number: _____

Loan Recipient Name: Village of Bartlett

Name of Project: Water Transmission Mains

Federal Reporting Contact Information:

Name: Todd Dowden Phone: (630) 837-0155 Email: tdowden@vbartlett.org

Requirements to report five most highly compensated officers:

When all three of the following conditions are met in the previous fiscal year, you must report the five most highly compensated officers of the entity.

1. The recipient received 80 percent or more of its annual gross revenues in Federal awards, and
2. The recipient received \$25,000,000 or more in annual gross revenue from Federal awards, and
3. The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 U.S.C. §6104).

Check either box A or B below and complete the requested information.

A. I certify that in the preceding fiscal year, 2017, Village of Bartlett
 (Fiscal year) (Loan recipient name)

- 1. **DID NOT** receive 80 percent or more of its annual gross revenues in Federal awards, or
- 2. **DID NOT** receive \$25,000,000 or more in annual gross revenue from Federal awards, or
- 3. The public **DOES** have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 U.S.C. §6104).

And is therefore not required to report the names and compensation of the five most highly compensated officers.

Village Administrator

 Signature Title Date

B. The five most highly compensated officers of Village of Bartlett are:

Name	Compensation Amount ¹

¹ Compensation includes: (1) Salary and bonus. (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R. (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees. (4) Change in present value of defined benefit and actuarial pension plans. (5) Above-market earnings on deferred compensation that is not tax-qualified. (6) Other compensation. For example: severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

AUTHORIZATION OF A LOAN APPLICANT'S AUTHORIZED REPRESENTATIVE
TO SIGN PWSLP LOAN APPLICATION DOCUMENTS

Whereas, application provisions for loans from the Public Water Supply Loan Program require that the Village of Bartlett authorize a representative to sign the loan application forms and supporting documents; therefore, be it resolved by the Village Board of the Village of Bartlett that Village Administrator Paula Schumacher is hereby authorized to sign all loan application forms and documents.

Resolved this <u>17</u> day of <u>April</u> , <u>2018</u> .	
_____ Signature Paula Schumacher _____ Printed Name	_____ Date Village Administrator _____ Title
Certified to be a true and accurate copy, passed and adopted on the above date.	
<div style="border: 1px solid black; width: 40%; height: 150px; margin: 0 auto;"></div> Signature & Stamp/Seal of Notary Public	

CERTIFICATION OF INFORMATION ON ALL PREVIOUS PAGES
BY LOAN APPLICANT'S AUTHORIZED REPRESENTATIVE

I, Paula Schumacher, hereby verify that the above information is, to the best of my knowledge, true and correct.

Signature of Authorized Representative	Date
Paula Schumacher	Village Administrator
Printed Name	Title
Attested by Municipality Official or Notary	
<div style="border: 1px solid black; width: 40%; margin: 0 auto; height: 150px;"></div>	
Signature & Stamp/Seal	



Agenda Item Executive Summary

Item Name: Metropolitan Water Reclamation District Amendment to Multi-County Municipality IGA
Committee or Board: Village Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Metropolitan Water Reclamation District of Greater Chicago (MWRD) recently amended their Watershed Management Ordinance (WMO). One change included exempting MWRD permitted detention from requiring a WMO permit if located within a Multi-County Municipality. As a result, the existing MWRD Multi-County Municipality IGA with Bartlett must be amended. The revised IGA is attached and was authorized by the MWRD Board of Commissioners on March 1, 2018.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, MWRD Agreement

ACTION REQUESTED

For Discussion Only _____

Resolution _____

Ordinance _____

Motion: I MOVE TO APPROVE RESOLUTION 2018 _____, A RESOLUTION APPROVING THE AMENDMENT TO THE MULTI-COUNTY MUNICIPALITY INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO.

Staff: Bob Allen
Village Engineer

Date: April 17, 2018

Memo

To: Paula Schumacher, Village Administrator
From: Bob Allen, Village Engineer
Subject: MWRD Ordinance IGA
Date: April 2, 2018

The Metropolitan Water Reclamation District of Greater Chicago (MWRD) recently amended their Watershed Management Ordinance (WMO). One change included exempting MWRD permitted detention from requiring a WMO permit if located within a Multi-County Municipality. As a result, the existing MWRD IGA with Bartlett must be amended. The revised IGA is attached and was authorized by the MWRD Board of Commissioners on March 1, 2018.

Please place this ordinance on the next available agenda.

Motion: I MOVE TO APPROVE RESOLUTION 2018 _____, A RESOLUTION APPROVING THE AMENDMENT TO THE MULTI-COUNTY MUNICIPALITY INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO.

RESOLUTION 2018 - ____

A RESOLUTION APPROVING THE AMENDMENT TO THE MULTI-COUNTY MUNICIPALITY INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

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

SECTION ONE: That the Amendment to the Multi-County Intergovernmental Agreement dated as of April 17, 2018 between the Village of Bartlett and the Metropolitan Water Reclamation District of Greater Chicago, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement"), is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED April 17, 2018.

APPROVED April 17, 2018.

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 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 Giless, Village Clerk

**AMENDMENT TO MULTI-COUNTY MUNICIPALITY INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND THE
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**

THIS AMENDMENT TO AGREEMENT (“Amendment”) is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois (“District”) and the Village of Bartlett, a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois (“Municipality”).

WITNESSETH:

WHEREAS, on January 16, 2015, the Municipality and the District (the “Parties”) entered into a written agreement, entitled “Multi-County Municipality Intergovernmental Agreement Between the Village of Bartlett and the Metropolitan Water Reclamation District of Greater Chicago” (“Agreement”) whereby the Municipality administers the stormwater ordinance of another county in which its municipal boundary is located in lieu of the Watershed Management Ordinance (“WMO”) for the Cook County portions of its municipal boundary; and

WHEREAS, the Municipality has adopted and is administering the DuPage County Countywide Stormwater and Floodplain Ordinance (“DCCSFPO”) for the municipal area located within Cook County, which is subject to the WMO; and

WHEREAS, under the Agreement, Watershed Management Permits issued by the District are still required for development activities as listed in Article 2, Section 201.2 of the WMO, which includes modifications to District permitted detention facilities and/or their tributary area; and

WHEREAS, the Parties seek to amend the Agreement to be consistent with the February 15, 2018 amendments to the WMO under which Watershed Management Permits for development activities listed in Section 201.2.E and 201.2.F of the WMO are not required; and

WHEREAS, all other terms and conditions contained in the Agreement not expressly amended in this Amendment shall continue to remain in full force and effect; and

WHEREAS, on March 1, 2018, the District’s Board of Commissioners granted authority to negotiate and execute this Amendment; and

WHEREAS, on _____, 2018, the Municipality’s Board of Trustees authorized the Municipality the amend the intergovernmental agreement with the District; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained herein, it is agreed by and between the parties that the recitals set forth above shall hereby be adopted as the terms and conditions of this Amendment, and Article 3 of the Agreement is stricken in its entirety and replaced with the following:

Article 3. Watershed Management Permits

1. Article 2, Section 207 of the WMO regulates development activities for multi-county municipalities and describes under what circumstances a Watershed Management Permit is required. In general, multi-county municipalities must obtain a Watershed Management Permit for: (1) qualified sewer construction tributary to either a combined sewer or waterway within the District's corporate boundaries; (2) direct connections to District infrastructure; (3) stormwater discharges on District property; or (4) new or reconstructed outfalls to waterways. The multi-county municipality should consult Article 2, Section 207 of the WMO for the specific instances where a Watershed Management Permit is required.
2. A Watershed Management Permit shall not be required from the District for any development activity enumerated in Article 2, Section 201.1 or Sections 201.2.E and 201.2.F of the WMO proposed within the Municipality's corporate limits. For such development activities, the Municipality shall issue permits within its corporate area in conformance with the terms and conditions of the DCCSFPO.
3. Upon request, the Municipality shall reasonably cooperate with the District on administrative proceedings related to variances, appeals, and violations of the WMO. The Municipality's reasonable cooperation shall include assistance in the form of supporting documents, information, and, if necessary, testimony.

EXCEPT AS AMENDED by the provisions contained above, all remaining terms and conditions of the Intergovernmental Agreement between the Parties shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Bartlett, the parties hereto, have each caused this Amendment to be executed by their duly authorized officers, duly attested and their seals hereunto affixed on the dates specified below.

VILLAGE OF BARTLETT

President

Date

ATTEST:

Village Clerk

Date

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Stormwater Management

Date

Executive Director

Date

ATTEST:

Clerk

Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

Engineer of Local Sewer Systems

Date

Assistant Director of Engineering

Date

Director of Engineering

Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

Date

General Counsel

Date

ORDINANCE 2018-____

**AN ORDINANCE AUTHORIZING THE SALE BY INTERNET
AUCTION OF SURPLUS PERSONAL PROPERTY
OWNED BY THE VILLAGE OF BARTLETT**

WHEREAS, the Illinois Municipal Code requires the adoption of an ordinance passed by a simple majority of the corporate authorities then holding office declaring personal property that the Village of Bartlett (the "Village") desires to sell "no longer necessary or useful to or for the best interest of" the Village, and that transfer of said personal property be set in any manner that the corporate authorities may designate with or without advertising the sale (65 ILCS 5/11-76-4); and

WHEREAS, Obenauf Auction Service Incorporated is a private corporation located in Ingleside, Illinois, that provides internet-based auctions of personal property declared surplus by municipalities, townships and private parties

WHEREAS, staff has recommended that the Corporate Authorities authorize the sale of the used vehicles and equipment described on Exhibit A, a copy of which is attached hereto and incorporated herein (the "Surplus Vehicles and Equipment"), as it is no longer necessary or useful or for the best interest of the Village, through the Obenauf Auction Service Incorporated on-line auction site to the respective highest bidders bidding on the purchase of the Surplus Vehicles & Equipment;

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: Pursuant to Section 11-76-4 of the Illinois Municipal Code, the President and Board of Trustees of the Village (the "Board") hereby find and

declare that the Vehicles and Equipment, defined in the recitals herein and listed on Exhibit A is no longer necessary or useful to or for the best interest of the Village.

SECTION TWO: Pursuant to said Section 11-76-4 and the Village's home rule authority, the Board authorizes the Village Administrator, or her designee, Daniel Dinges, to sell the Surplus Vehicles and Equipment through the Obenauf Auction Services Incorporated on-line auction site to the respective highest bidders.

SECTION THREE: The Village Administrator and the Assistant Village Administrator, or either of them, are each hereby authorized and directed to sign vehicle titles and such other documents as may be necessary to transfer ownership of the Surplus Vehicles and Equipment as provided herein upon receipt of the proceeds of the sale.

SECTION FOUR: SEVERABILITY. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this 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 SEVEN: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, by a vote of majority of the corporate authorities and approval in the manner provided by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

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 Ordinance 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

Village of Bartlett
Ordinance 18- _____
Attachment "A": Surplus Vehicles, Motorized Equipment and
Other Personal Property List

Serial / VIN	Yr	Make	Model / Description	Equipment Number
1FTNF21537EA61687	2007	Ford	F250 Pick Up w/ Utility Box	07-116
1FTWF31576EB92727	2005	Ford	F350 Pick Up	05-044
1FTWF31568EC88075	2008	Ford	F350 Pick Up	08-215
3HTWDAAN47N485830	2007	International	7400 Dump	07-018
3HTWDAAN47N485832	2007	International	7400 Dump	07-019
1D7HW22N55S331390	2005	Dodge	Dakota	
2FAFP71V28X163163	2008	Ford	Crown Victoria	.0-320
1HTMMAAN78H579090	2008	Elgin/ International	Crosswind Street Sweeper	08-049
1FDAF56R18EC66241	2008	Ford	F550 Dump	08-013
1928	2006	Bandit	1890HD Chipper	05-E012
TVL300-98-494	1998	Wachs	Trav-L-Vac 300	