

VILLAGE OF BARTLETT  
BOARD AGENDA  
AUGUST 18, 2015  
7:00 P.M.

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

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

- \*6. MINUTES: Board & Committee Minutes – July 21, 2015
- \*7. BILL LIST: August 4, 2015 & August 18, 2015
8. TREASURER'S REPORT:
  - June 2015
  - Sales Tax Report – May 2015
  - Motor Fuel Tax Report – June 2015
9. PRESIDENT'S REPORT: 1. Bracht's Class J Liquor License Request
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES
11. TOWN HALL: (Note: Three (3) minute time limit per person)
12. STANDING COMMITTEE REPORTS:
  - A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE
    1. Brewster Creek Business Park-1580 Hecht Ct. (Greco PG5 Development)
    - \*2. Heritage Oaks Tree Preservation Easement Damaged Tree Removal
  - B. BUILDING COMMITTEE, CHAIRMAN HOPKINS

No Report
  - C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
    - \*1. Brewster Creek TIF Developer Note #3 Payout Request
  - D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS
    - \*1. Lomeli/Special Amplifier Permit Request
    - \*2. Herman Ultrasonics Amplifier Permit Request
    - \*3. Durango Dental and Banbury Fair Amplifier Permit Request
  - E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO
    1. Police Station Architecture Contract with Williams Architects
    2. District U-46 School Resource Officer Contract
  - F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER
    1. Oneida Avenue Water Tower Painting
    2. 2015 Sanitary Sewer Lining Project
13. NEW BUSINESS
14. QUESTION/ANSWER: PRESIDENT & TRUSTEE
15. ADJOURNMENT



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1. CALL TO ORDER

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

2. ROLL CALL

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

ABSENT: None

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

3. INVOCATION

Pastor Michael Fuelling from The Village Church of Bartlett gave the invocation.

4. PLEDGE OF ALLEGIANCE

Boy Scout Troop 99 led the Pledge of Allegiance.

5. CONSENT AGENDA

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

There were none.

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



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ROLL CALL VOTE TO APPROVE THE CONSENT AGENDA

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

NAYS: None

ABSENT: None

MOTION CARRIED

6. MINUTES – Covered and approved under the Consent Agenda
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT – None
9. PRESIDENT'S REPORT

President Wallace stated that the Village was honoring Tom Kunce for his 35 years of dedicated service to the Village of Bartlett as a member of the Bartlett Plan Commission. Mr. Kunce was not present, but Ray Deyne accepted the memento from the Village recognizing Mr. Kunce on his behalf.

President Wallace read a Proclamation into the record for National Night Out 2015 on Tuesday, August 4, 2015 and encouraged everyone to attend.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

President Wallace asked if the Board had any questions for the staff.

Trustee Deyne stated that he received a memorandum from the staff about non-TIF alternatives, and he thought they should look into them to see if they could do something for the businesses in the downtown area. He heard from someone in the audience that they should look at the TIF as if though they were thinking into the future. He thought they were reluctant in their vote last meeting and would like to look into the non-TIF alternatives.

11. TOWN HALL

**Jim Economos, 106 W. Bartlett Avenue**

Dr. Economos stated that there was a new rule from Washington called the Affirmatively Furthering the Fair Housing Rule. This rule will allow the federal government to come in and basically control local zoning based on racial make-up. This is going to take away the ability for the fine folks here in Bartlett to do things like we've done here historically. Over time, will cause us to lose our autonomy and allow the feds to come over and take over



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everything based on alleged racial fairness. He then handed everyone on the Board the Press Release.

12. STANDING COMMITTEE REPORTS

A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke presented Ordinance 2015-58, An Ordinance Rezoning the Property from the SR-5 PUD Zoning District to the SR-4 PUD Zoning District, Granting a Special Use Permit for a Planned Unit Development and Approving a Preliminary PUD Plan and a Preliminary Plat of Subdivision for the Bartlett Ridge Subdivision.

Community Development Director Plonczynski stated that Bartlett Ridge came to the Board last time at Committee, and they had shown a layout of additional lots where the detention area was because the Park District had not made its final decision on whether or not they wanted the park site. The Park District has not made an official decision, but they are going to on the 28<sup>th</sup> of July. He talked to the Park District Director today and found that there will be no park and they will accept only cash donations. This layout of the Bartlett Ridge PUD shows no park site which is the alternative. He stated that the results would be some landscaping and tree preservation and a number of conditions. There were a lot of trees, and the areas they hoped to preserve were highlighted. They also have an emergency access easement that is to the east and north through the end of the cul-de-sac and out to Moretti's and out to the Cadillac Ranch. He then stated that they are here with the plan that went to the Plan Commission, additional information that they had asked for, preliminary PUD of the original lots (previously shown to the Plan Commission) minus the extra three lots and no park site.

Trustee Reinke asked Mr. Plonczynski if he thought it was premature to accept this design given that the Park District hasn't yet voted.

Mr. Plonczynski stated that after talking to the Park Director, Rita Fletcher, she is confident that her Board will not accept the park site and that they will make that decision on the 28<sup>th</sup> and she was directed to let him know that. He thinks they will follow up with a vote of "no park site" and only accept the cash portion.

President Wallace confirmed it with a few of the Park District Board members as well.

Attorney Mraz stated that the Board has an ordinance before them that has both preliminary PUD plans, and the landscape plan, and all these plans were presented with the park and without it. The ordinance, because they knew it was in a flux, so as you go through the ordinance it would say the PUD plan attached is Exhibit B or the PUD plan attached is Alternate Exhibit B with an Alternate plan for each plan attached to the ordinance. When the Board moves to pass the Ordinance, it would be with the either the



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base plans for the alternate plans which were included as well because staff knew the park site was in a flux. He stated it was his opinion that the plans need not go back to the Plan Commission for a new public hearing. He stated of the approval of the plan brought up at the last meeting was problematic where the developer was proposing to add three lots that would be substantially different than what the Plan Commission voted on. What is before you is consistent with the plans reviewed at the public hearing and he is comfortable, from a legal standpoint, with doing it this way.

Trustee Camerer asked Mr. Plonczynski how this would affect the bike path.

Mr. Plonczynski stated that they would still have to install the bike path along South Naperville Road.

Trustee Camerer stated that just because Park District didn't want the park doesn't mean they won't have to put in the bike path.

President Wallace stated that it would make the properties far more desirable.

Trustee Camerer stated that it would encourage the two communities to interact with one another more.

Trustee Hopkins asked if the Park District would maintain the bike path or would the Home Owner's Association.

Mr. Plonczynski stated the Home Owners Association would maintain the bike path maintenance along with the common areas.

Trustee Camerer stated that from a tree preservation standpoint it looks like there is approximately a thousand trees.

Mr. Plonczynski stated that it was about the number that was on there.

Trustee Camerer stated that they were saving about 200 of them, or 20%, which was confirmed by Mr. Plonczynski.

President Wallace stated that some of the trees had to come down anyway.

Trustee Camerer stated that there's a lot of indigenous trees that would be great for the area and the community.

Trustee Reinke moved to approve Ordinance 2015-58, An Ordinance Rezoning the Property from the SR-5 PUD Zoning District to the SR-4 PUD Zoning District, Granting a Special Use Permit for a Planned Unit Development and Approving a Preliminary PUD



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Plan and a Preliminary Plat of Subdivision for the Bartlett Ridge Subdivision with each of the Alternate plans, and in lieu of the base plans as presented and that motion was seconded by Trustee Camerer.

**ROLL CALL VOTE TO APPROVE ORDINANCE 2015-58 REZONING, SPECIAL USE, PRELIMINARY PUD AND PLAT FOR BARTLETT RIDGE SUBDIVISION**

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

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

Trustee Reinke presented Ordinance 2015-59, An Ordinance Granting a Special Use Permit for Building Height and Site Plan Approval for Ace Relocation Systems on Parts of Lots 4 & 6 in the Brewster Creek Business Park.

Community Development Director Plonczynski stated they had seen this project in the past, that this was their case number 1508, Lots four and six in the Brewster Creek Business Park. They came to the Village Committee a couple of weeks ago and went to the Plan Commission on July 9<sup>th</sup>. The petitioners requested a quick move on this project and the Village's desire to accommodate, brings this Special Use for the height. They went right from Plan Commission which approved him on July 9<sup>th</sup>, with the findings of fact, and the conditions that are stated in the Ordinance. Lots four and six in Brewster Creek Business Park, a nice building built by Jeff Duplow of Triumph Development who has done a number of projects in the business park. He received approval from the Plan Commission for Special Use.

Trustee Reinke moved to approve Ordinance 2015-59, An Ordinance Granting a Special Use Permit for Building Height and Site Plan Approval for Ace Relocation Systems on Parts of Lots 4 & 6 in the Brewster Creek Business Park as presented and was seconded by Trustee Deyne.

President Wallace stated that this ties in with the Committee item that changes the Ordinance so they don't have to keep seeing them before the Board.

Mr. Plonczynski stated that was correct.



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**ROLL CALL VOTE TO APPROVE ORDINANCE 2015-59 SPECIAL USE FOR BUILDING HEIGHT AND SITE PLAN APPROVAL FOR ACE RELOCATIONS**

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

Trustee Reinke presented Ordinance 2015-60, An Ordinance Granting a Fence Variation for 1200 Pinetree Lane.

Community Development Director Plonczynski stated this was a fence variation that has spent most of the summer in front of the Zoning Board of Appeals. It started out with a 6 ft. high fence on the property line that the Zoning Board of Appeals recommended denial of the petitioner's request, giving him some advice to remove the fence off of the property line a bit, there's a 15 ft. easement on there. The petitioner came back in July after listening to the Zoning Board of Appeal's advice and moved his fence variation 15 ft. off of the corner side property line and he received positive direction. Because of his toils with the Zoning Board of Appeals and the need to build his fence sometime this summer, staff brought it directly to the Board with the text of the Zoning Board's minutes and recommendation on July 2<sup>nd</sup> to approve a fence, a shadowboxed style fence, 15 ft. off of the property line in his corner side yard. The petitioner was also present.

Trustee Reinke stated that he lived in the general area and he knew that a number of homes off of Struckman in that area have a fence that is a little bit higher, so this seemed consistent to him.

President Wallace stated that he had stopped by there and noticed that even the back lots there have fences that height. He could see the ZBA's point to move it back because it would have been right on the bike path and that would have been problematic. Where it's at now, it's going to look very similar to a lot of the other homes around there.

Mr. Plonczynski then stated that they had prepared an exhibit that shows the different fences that were meeting the code and which ones received variances, and that he was correct that were some that were 6 ft. high in back lots and there were a couple of variances.

President Wallace stated that his neighbors were 6 ft. according to the picture.

Mr. Plonczynski confirmed that they did have one, but it was back to the building line. He also stated that the petitioner had a lot of neighborhood support.



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President Wallace stated that the only thing that concerns him is that the bigger the fence the harder it is to maintain and the bigger eye sore if it begins to fall over. He noticed that the fence that's there now is starting to fall over, and it's a bit of an eye-sore, and he suggested that he maintained it well.

Trustee Reinke moved to approve Ordinance 2015-60, An Ordinance Granting a Fence Variation for 1200 Pinetree Lane as presented and was seconded by Trustee Deyne.

**ROLL CALL VOTE TO APPROVE ORDINANCE 2015-60 A FENCE VARIATION FOR 1200 PINETREE LANE.**

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

**B. BUILDING COMMITTEE, CHAIRMAN HOPKINS**  
Trustee Hopkins stated that there was no report.

**C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE**  
Trustee Deyne stated that Resolution 2015-62-R, A Resolution Approving of Disbursement Request for Payout No. 26 from the Subordinate Lien Tax Increment Revenue Note, Series 2007 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project was covered and approved under the Consent Agenda.

**D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS**  
Trustee Arends stated that Resolution 2015-57-R, Executive Session Minutes Review, Jain Amplifier Permit Request, Miller Amplifier Permit Request and Boyer Amplifier Permit Requests were covered and approved under the Consent Agenda.

Attorney Mraz stated that the Executive Session Minutes were Tabled at the last meeting, so even though they approved them on Consent, the Board should take them from the Table first, vote on that, then vote on a motion to approve the Resolution regarding Executive Session Minutes.

Trustee Camerer moved to remove the Executive Session Minutes Review from the Table and was seconded by Trustee Reinke.



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ROLL CALL VOTE TO REMOVE THE EXECUTIVE MINUTES REVIEW FROM THE TABLE.

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

President Wallace entertained a motion to approve the Resolution regarding the Executive Session Minutes review.

Trustee Camerer moved to approve the Resolution regarding the Executive Session Minutes and Determining Which Executive Session Minutes to Release, or Hold as Confidential After Semi-Annual Review and Authorizing the Destruction of Verbatim Records of Certain Closed Sessions as presented and that motion was seconded by Trustee Reinke

ROLL CALL VOTE TO APPROVE EXECUTIVE SESSION MINUTES REVIEW

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

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer presented Resolution 2015-61-R, A Resolution Approving of North Hale Avenue Water Main Replacement Agreement Between the Village of Bartlett and Gerardi Sewer & Water Company.

He stated that the Village went out to bid for the replacement of 1,500 feet of existing water main on North Hale Avenue from North Avenue to Taylor Avenue. Eleven bids were received, with bids ranging from a high of \$496,110 to a low of \$330,325. The budget for this project was \$396,000. The low bid was received from Gerardi Sewer and Water Co., which although has not worked for the Village in the past, its references were checked and found to be in good order. Staff recommends awarding the bid to the qualified low bidder.



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With that, he moved that the Village Board award the bid for the North Hale Ave. Water Main Replacement Project to Gerardi Sewer and Water Co. of Norridge, Illinois in the amount of \$330,325 and pass Resolution 2015-61-R, A Resolution Approving of the North Hale Ave. Water Main Replacement Agreement Between the Village of Bartlett and Gerardi Sewer and Water Co. as presented and was seconded by Trustee Arends.

Trustee Camerer stated that he was pleased that it came in under bid.

President Wallace stated he was concerned that with the vast difference between the bids. Is there any different possibilities in the kind of material quality they could be using. He stated there was a \$160,000 difference between the high and the low.

Public Works Engineer Bob Allen stated that it was a bit drastic and that they were paying close attention to. They had seen it pretty often this year in a wide range of costs, but they obviously have to meet all their specifications, so they haven't been concerned about it, just glad that they had 13 different participants.

President Wallace wanted to caution about the amount of time it takes them to complete the project. He knew there was a complete date of October 30, 2015, but when they have stuff like this torn up it can really be a headache.

Mr. Allen stated that they will be pretty mindful of that.

Trustee Hopkins asked if this was something that was routine that they were doing, or did something go wrong.

Mr. Allen stated that they take a look at the water main that's been in the ground for a number of years now and they want to minimize leaks. Once they are aware there are problems, that of which there has been a handful in the last couple of years they schedule replacement.

Public Works Director Dinges stated that they are replacing it because they had issues during the extreme cold winters that we had, with some shallow mains and services that are freezing, and they will be able to drop those down to hopefully avoid it again in the future. He stated it will be on other streets other than Hale, it is part of the replacement program that they are going to be working on in the Capital Budget.

President Wallace asked if this was a part of catching that side up with all the deteriorating plumbing and sewer areas.



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ROLL CALL VOTE TO APPROVE RESOLUTION 2015-61-R APPROVING OF THE NORTH HALE WATER MAIN REPLACEMENT WITH GERARDI SEWER AND WATER

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

13. NEW BUSINESS

Trustee Arends stated that U-46 schools start on August 17, and that they should publish said information so that drivers would be more cautious earlier.

Administrator Salmons stated that they would get it out in all of their media and have it in the Bartletter.

Trustee Arends brought up the idea that the Trustees could man the crossing guard posts for a day to show their support to the school children.

Trustee Camerer gave kudos to the Public Works department regarding the West Bartlett Road tree replacement. He had people come in and say they are very pleased with the new trees that went out there and part of the gratitude would go to Sebert Landscaping as well for making the west side of the Village look good.

President Wallace asked that the next Committee Meeting include some brainstorming to earmark funds coming in from gambling and where they could be utilized.

Trustee Camerer asked the Village Attorney if there was any updates from Springfield with regards to the gaming establishments. Would it be possible to move forward to do something unilaterally that would allow limitations on how many gaming facilities come in.

Attorney Mraz stated that they could pass an ordinance but the question is whether it would be upheld if it was challenged. He didn't think they could do it in the context of limiting the number of gaming establishments per se but there is the ability to limit the number of liquor licenses. Their control is in the issuance of liquor licenses and that is if the facts and circumstances are favorable to a petitioner, it isn't as though there is no risk in denying the liquor license but at least that's a restriction that's somewhat defensible depending on the facts. Another control is zoning and could they said distances between other gaming establishments. They had some potential problems where that could've been problematic and what came to mind was the potential for the Tap or Papa Pacino's and Lucky Jacks and others. They didn't go forward with that particular restriction. The one of the things they could bring back would be a requirement of a commercial kitchen. It would be less likely to get a video gaming establishment with that kind of requirement.



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There are other liquor license holders in town that already have their gaming licenses and they would be grandfathered in. There are others that may be in the process of applying but most of those have received their licenses and they would also be grandfathered in. If that requirement was established, it would have a limiting effect. It could also have a limiting effect on a bar in town that doesn't have a full kitchen that may someday want to have video gaming. In his opinion they cannot unilaterally say that there are a limited amount of video gaming licenses unless the proposed legislation that would grant municipalities that authority passes.

President Wallace asked the Chief if they have had any issues with any video gaming establishments.

Chief Williams stated that when they initially opened there was concerns voiced by one of a suspicious auto and that turned out to be nothing. In general it has been a non-issue.

Trustee Deyne stated that he and his wife recently traveled around and looked at the video gaming places. He was surprised how they were surviving. He saw several people playing penny and nickel slots and could not understand how the establishment could survive.

Trustee Camerer stated that there is a whole segment that they don't know about and how it affects the society. He has more of an issue with that then violence and he didn't think it was the place where they were having bar fights, he didn't think it was a dive because they are well-kept and he thought it is a social problem that they could potentially have in town. He felt that perhaps they were profitable because of the people that couldn't afford to gamble and how does that affect society when these people can't pay their mortgage or their bills, etc. At least with alcohol someone can say that you can't have any more drinks. In a video gaming establishment they can keep gambling until they have nothing left. He was concerned for people with addictions. He was concerned for what it reflects as a society and for Bartlett and the Village.

President Wallace suggested they discuss this at a Committee meeting. He suggested that they discuss the increase per terminal fee that the Village collects.

Administrator Salmons stated that they will make that part of the discussion

**14. QUESTION/ANSWER: PRESIDENT & TRUSTEES**

Trustee Carbonaro stated that at one point they were looking at safety lights for the school zones and wondered if there was any report on that.



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Chief Williams stated that that topic has been researched and they found a viable vendor that they are very pleased with in the area and the purchase order has gone through. Public Works has its scheduled and it is ready to go in as soon as they are received.

Trustee Deyne stated that when he served on the Plan Commission, they rotated the vote so the same person does not cast their vote first every time. He stated that in his past experience some people were influenced by the way others would vote. He asked that the Clerk consider this rotation.

President Wallace stated that he thought it was a good idea and asked the Board if they had any problems with it. No objections were stated.

Trustee Hopkins asked if there were any updates on the RTA Committee.

Mr. Plonczynski stated that the Committee is being formed with the suggestion from the residences and Trustees. Their first meeting will be August 11 with the consultant. Metra will also serve on that. They have a mix of Plan Commissioner, Zoning Board members, as well as residents and everyone is anxious to serve on it.

President Wallace stated that they will be moving into the Committee of the Whole meeting and following the Committee of the Whole meeting there will be an Executive Session to discuss Security Procedures, Pursuant to Section 2(c)8 of the Open Meetings Act as well as to discuss Personnel, Pursuant to Section 2(c)1 of the Open Meetings Act.

15. ADJOURNMENT

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

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 7:47 p.m.

  
Lorna Gilles  
Village Clerk  
LG/



## VILLAGE OF BARTLETT COMMITTEE MINUTES

July 21, 2015

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President Wallace called the Committee of the Whole meeting to order at 7:59 p.m.

Present: Trustee Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke, President Wallace

Also Present: Village Clerk Lorna Giless, Village Administrator Valerie L. Salmons, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Community Development Director Jim Plonczynski, Building Director Brian Goralski, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Chief Kent Williams, Deputy Chief Patrick Ullrich, Food & Beverage Manager Paul Petersen and Attorney Bryan Mraz

### PLANNING & ZONING COMMITTEE

#### Bartlett Point West 2

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

J. Plonczynski stated that this is a project that the Board last saw as a concept plan. Bartlett Point West is west of Route 59 on West Bartlett Road, almost to Route 25. It was originally approved as a townhome development a number of years ago and the same developer Wyndham Deerpoint Homes represented by Rich Guerard is asking to convert this development from a townhome development into a 29 lot single family home development. He stated that Southwind Blvd., which serves this development, has not been completed yet but will soon be under construction. West of this is a mixed use commercial and office area. Reliable Materials and Bluff City Materials have their offices on Route 25. They are asking to amend the Annexation Agreement for a Preliminary and Final Plat of Subdivision for the 29 lots, a Preliminary and Final PUD Plan and Land Use changes from the townhome PD zoning to an SR-4 Suburban Residence District, a Special Use for a PUD in that Suburban Residence District as well as a Comp Plan Amendment. They have an extensive landscape plan that they will buffer the perimeter of the site with including a bike path along West Bartlett Road in the county right-of-way. If approved, this will be the first residences in Kane County. The layout of some of the detail on the landscape plan include wrought iron fences and perimeter fences which will be part of the buffer and will be maintained by the homeowners association. There are some elevations of the proposed development homes that are similar to Bartlett Ridge but these go a little deeper (125 feet). He stated that Rich Guerard was involved with building Bartlett Point which is just to the east of this site. They are familiar with the area, the Village and glad to be back. They are present tonight if there are any questions. He stated that this requires a Public Hearing in front of the Plan Commission and the Park



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District Board has weighed in on the concept plan and will want some buffer zone park site on the south end. They have promised to get that wrapped up before it comes back to the Board. This is a nine acre site and the petitioner is here to get the Board's blessing to move forward with the project.

Trustee Reinke asked if the last time the Board saw this, it was in the concept plan stage.

Mr. Plonczynski stated that was correct. They lost one lot because of the park site and the plan went from thirty lots to twenty-nine.

Trustee Reinke asked about providing notice to potential purchasers that the property to the west is Mixed Use so they are aware of that when they make their purchase.

Attorney Mraz stated that it is in the Annexation Agreement as a requirement. They are working simultaneously on the Amended Annexation Agreement where those issues will further be addressed and will be in the PUD Ordinance.

Rich Guerard, representing the owner stated that it's in writing in the Annexation Agreement and other Agreements. He stated that the Engineer was also there and available to answer questions.

Trustee Hopkins asked if that disclosure was similar to what they just made with Bartlett Ridge.

Attorney Mraz stated that it is a little more extensive. When the townhomes were first proposed there was mining going on. The mining has stopped and they now have reclamation. There is a requirement of posting in their sales office, a map that shows the surrounding uses, it is in their contracts so buyers can see this up front.

Rich Guerard stated that they built Bartlett Point, the subdivision right next to it and it was a similar situation. They never had an issue with the buyers or the Village.

Trustee Arends stated that because they have seen this before and there is a reduction in the density, it should just be moved on to the Plan Commission.

### Zoning Ordinance Text Amendment for Building Height

Trustee Reinke stated that this was a text amendment to increase the building height in the industrial districts from 35' to 45'. He thanked Mr. Plonczynski for taking care of this so quickly.



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Mr. Plonczynski stated that they wanted to have this issue completed for Mr. Dublo, who will be building another structure soon. He will probably be the first to get through with just a Site Plan. This is ready to move on to the Zoning Board for a Public Hearing on the Text Amendment.

**POLICE & HEALTH COMMITTEE**

**Police Building Study**

Trustee Carbonaro stated that on April 1<sup>st</sup>, the Village published a Request for Qualifications (RFQ) for architectural services. Services requested were broken down into three phases. Phase 1 of the project is the space needs analysis. Phase 2 of the project is the facility evaluation and options study. There is no commitment to move beyond Phase 2. However, after its review of Phase 1 and Phase 2 reports, the Village Board wishes to continue to Phase 3 (Design and Construction for the Renovation/Addition to the Existing Police Facility or Construction of a New Police Facility), the needs assessment and the facility evaluation and options study will be used as a foundation to determine the site options and building layouts. The Village is under no obligation to proceed to Phase 3.

Chief Williams stated that during the budgetary hearings this past year, the Board challenged them and asked them to come up with some research to make decisions into the future regarding the present status of the Police Department. They are in a crossroads with various systems throughout the building that are in need of repair or replacement as well as space considerations that staff had concerns about. The RFQ was publicized throughout the industry and they received thirteen very viable candidates to do the study. The Village Administrator appointed a Board to look at the qualifications and make a recommendation to the Board. A Selection Committee consisting of Chief of Police Kent Williams, Deputy Chief's Joseph Leonas and Patrick Ullrich, Public Works Director Dan Dinges and Assistant Village Administrator Paula Schumacher reviewed each submittal and narrowed the number of firms to four who have impeccable reputations in the Chicago Metropolitan Area and throughout the State and the Midwest. They did presentations and provided their qualifications and past experiences in the area. There was a unanimous selection by the Committee of Williams Architects and they are not any relation to him. He stated that they were tremendous listeners and prided themselves and felt it impeccably important to allow all interested stakeholders to participate throughout the process. They would slow the process down to meet the needs of the Board and various stakeholders throughout the community. They looked at their facilities in this area and throughout the Midwest and found them to be outstanding. They knew about the culture of Bartlett and the high expectations. They were impressed with the fact that the executives throughout the architectural firm would be involved throughout the process and they would not subjugate that to other people. They wanted to be hands-



## VILLAGE OF BARTLETT COMMITTEE MINUTES

July 21, 2015

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on throughout the process and because of that, they limit how many police facilities they do per year. They had past experience within our Village at the Community Center and the military memorial and they live in town. They were very aware of Bartlett and proud of the community.

This is a 3 Phase process which they will be entering into an Agreement for the just the first two with no obligations to move onto the third. The first Phase would be an objective space analysis, such as how the building presently stands and what a modern law enforcement facility looks like, workflow and space needs. The second Phase would be how it would work on the grounds and if there is a potential to go up or out or just a reconstruction of the present facility. There is no obligation to move onto Phase 3 which would be the actual blueprinting and construction of the facility. This is just a contract to enter with Williams Architects for Phase 1 and 2 in order to give the Board the information it would need to make decisions at any time they felt it appropriate to do so.

Trustee Carbonaro asked the Chief if back in 1992 when they built the original building, it was designed for 30 officers.

Chief Williams stated that it was 1990 and had the objective to service for 20 years and it has been 25 years and it didn't. The day it opened it fit the needs of about 22 officers that they had at the time and quite frankly that is what it worked for. Immediately after moving into the facility Bartlett became the fastest growing community in the State of Illinois for many years in a row. They very quickly brought on more staff and more programming and more services to a very fast growing community. They started cannibalizing the building in the second or third year in it and blew out walls and conference rooms in order to make room for the additional staff. There are no more walls to cannibalize.

Trustee Deyne asked how many officers he currently has.

Chief Williams stated 57 sworn officers and 75 total staff members.

Trustee Deyne asked when the building was first built in 1990 with 23 officers, how many staff members were in total.

Chief Williams stated about 27 or 28. He stated that there was no obligation other than afford the Board with all the information they would need to help direct their decisions either immediately or sometime in the near future. It would give them the objective information to make any future decisions whether they want to invest in repairing the systems in the building they have or look at other options. They intend to provide physical benchmarks on what can be anticipated, depending on what direction the Board wants to go.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
July 21, 2015**

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Trustee Camerer asked if there was any possibility that the confiscated drug money could be used to pay for this.

Chief Williams stated that he believed the answer is "yes".

Trustee Deyne asked for verification that the Police Department was 2-1/2 times larger than they were in 1990.

Chief Williams stated that was correct.

Trustee Deyne stated that he thought they needed additional space.

Trustee Arends stated that there is no reason to have desks in the hallway.

Trustee Carbonaro stated that this looks like a lot of money but if you have not taken a tour through the Police Department he urged everyone to do so.

Trustee Arends stated that sharing desk time is pretty common in other departments but there still is not enough room.

Trustee Deyne stated that he had the opportunity to visit the Police Department recently and stated that upon walking into a room, there were at least six officers and sergeants all cramped into this little area of which they could not even move around the desks. He could not imagine anyone having to work in those conditions. In the limited amount of space they have, he admired what they are doing and thought it was amazing.

Trustee Hopkins asked if they were hopeful that they could remodel or expand.

Chief Williams stated that he is going to challenge them to provide as many options as the Board would like and they will be invited to participate throughout this process. He thought there was hope and the facts will speak for themselves.

Trustee Hopkins stated that a couple of the neighboring municipalities built new facilities and he didn't know if that was an option or is this the route he sees them going.

Chief Williams stated that is an option. They will be testing the climate as they move through this so nobody feels like their hands are being forced or they are being taken in a direction that is uncomfortable. This will be an on-going relationship with Williams Architects and that is why they were chosen. They are very reputable at creating an on-going relationship where the Board could feel ownership throughout the process.

Trustee Carbonaro stated that his understanding was once they do the needs analysis, they will come back with options A,B,C,D,E.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
July 21, 2015**

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Chief Williams stated “yes”.

Trustee Deyne stated that he thought they should move forward with this.

President Wallace had a question about the reason why they are spending the initial \$9,000 on a needs analysis when everyone knows there is a need?

Chief Williams stated that it is not only a needs analysis. There is something comforting in having the actual facts, industry standard, what does/does not work, where the needs are. Experientially it doesn't take a lot of time in the facility to realize there is a need. This is more than just that. It will take it from the emotional/experiential to the exact science of what the needs are.

President Wallace wondered if that would be part of the Phase 2 Facility Evaluation.

Chief Williams stated that it would be rolled and layed over that to show how the needs assessment would look in varying degrees of potential plans.

Administrator Salmons stated that they will come in and try to look at the functions since not all Police Departments do exactly the same thing. They research how many officers there are, how many officers they will have in 10 and 20 years and how that relates to the need to have the detectives close to a certain department and how those things interact. As they go into the Phase 2 they will know how big those building blocks are supposed to be, square footage wise, and they can look at this site and move those building blocks around.

President Wallace stated that he understood what they were saying and that they were smarter than he was at building buildings but he didn't understand why they do a Needs Analysis and then a Facility Evaluation. It seems like you could skip the first and just do it all in one and it would speed up the process.

Administrator Salmons stated that the Facility Evaluation is more like a site plan and now they will figure out how to fit this on here. That is not a Needs Analysis, it is Phase 2 – where can we fit all this.

President Wallace stated that it seems to him like Phase 1 is only necessary if they think there is not a need.

Chief Williams stated that it serves a dual purpose. If anyone were to challenge whether there is a need, it would provide that information for them – not only that there is a need but where the need is and how it will look in the site plan.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
July 21, 2015**

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President Wallace stated that he was just seeing if they could save a little money and move right onto the "meat" of the subject.

Trustee Camerer stated that they have gone to other engineering firms that have reduced their rates. He asked if this was a firm price or was it negotiable.

Chief Williams stated that this would be a contract not to exceed.

Trustee Camerer asked if they could go back to them and ask for better pricing.

Chief Williams stated that this is the contract price they are asking for and if they asked them to do less than they could entertain that conversation. From his research in the industry he felt this was a competitive quote.

President Wallace stated he was not questioning it.

Chief Williams stated that he understood and common sense says that they could skip Phase 1 but they actually still use Phase 1 to assist them in the dynamics of Phase 2.

Trustee Reinke stated that it is important to do this right so that twenty years from now they won't have to go to the taxpayers for another new building.

Chief Williams stated that part of their philosophy is that back in the 90's they had a twenty year projection on municipal facilities and now it is forty years.

Administrator Salmons stated that one of the reasons they didn't build as big as they might have back then was because they were not home ruled so they just built what the budget and the abilities led them and fit what they could in it.

Trustee Carbonaro stated that ironically 1990 thru 1992, Bartlett was at number two with impact permits and in the State's top ten for almost four years.

Chief Williams stated that the building was built with the needs of the moment in mind. That moment quickly passed them by.

President Wallace stated that he celebrated their long lasting, painful environment that they have been working in. He was in the Police Department two years ago and it reminded him when he worked for a finance company and sat in a cubby hole which was not fun. They will try to get this moving.

Chief Williams thanked the Board for their support and interest.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES**

**July 21, 2015**

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President Wallace stated that the Board would be taking a recess in which they will be going into Executive Session to Discuss Security Procedures Pursuant to Section 2(c)8 of the Open Meetings Act and to Discuss Personnel Pursuant to Section 2(c)1 of the Open Meetings Act so they would not be adjourning this meeting.

The Board re-adjourned the Committee of the Whole meeting at 9:06 p.m. There being no further business to discuss, Trustee Carbonaro moved to adjourn the Committee of the Whole and that motion was seconded by Trustee Deyne

**ROLL CALL VOTE TO ADJOURN**

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

NAYS: None

ABSENT: None

**MOTION CARRIED**

The meeting adjourned at 9:07 p.m.

Lorna Giles  
Village Clerk

LG/

CASH & INVESTMENT REPORT  
June 30, 2015

Fund	Detail of Ending Balance				6/30/2015
	5/31/2015	Receipts	Disbursements	Net Assets/Liab.	
General	9,780,744	3,399,486	1,815,317	11,364,913	11,364,913
MFT	3,741,103	90,278	0	3,831,381	3,831,381
Debt Service	476,442	494,464	0	970,906	970,906
Capital Projects	(560,159)	62	582,581	(1,142,679)	(1,142,679)
Municipal Building	1,180,224	81	56,741	1,123,564	1,123,564
Developer Deposits	4,950,083	105	19,884	4,930,304	4,930,304
Town Center TIF	457,204	22	0	457,226	457,226
59 & Lake TIF	0	0	0	0	0
BC Municipal TIF	313,579	256,519	53,007	517,091	517,091
Bluff City Tif Municipal	3,894	585	0	4,479	4,479
Water	23,546,975	515,148	517,004	23,545,119	23,545,119
Sewer	24,318,315	263,994	341,945	24,240,364	24,240,364
Parking	110,358	25,494	16,481	119,371	119,371
Golf	1,866,581	320,359	194,398	1,992,542	1,992,542
Central Services	779,149	85,120	89,379	774,891	774,891
Vehicle Replacement	3,252,264	52,667	0	3,304,931	3,304,931
<b>TOTALS</b>	<b>74,216,757</b>	<b>5,504,382</b>	<b>3,686,737</b>	<b>76,034,403</b>	<b>75,803,562</b>

Fund	Detail of Ending Balance				6/30/2015
	Cash	Investments	Net Assets/Liab.	6/30/2015	
BC Project TIF	5,082,819	0	0	5,082,818	
Bluff City Project TIF	9,171	0	0	9,171	
Bluff City SSA Debt Srv.	904,773	0	0	904,773	
Police Pension	3,027,531	30,803,619	115,767	33,946,917	

  
Jeff Martynowicz  
Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
 FISCAL YEAR 2015/16 as of June 30, 2015

Fund	Revenues			Expenditures		
	Actual	Current Year Budget	Prior YTD %	Actual	Current Year Budget	Prior YTD %
General	4,468,005	22,037,480	20.27%	3,687,958	22,428,287	16.44%
MFT	186,329	1,029,000	18.11%	0	1,065,000	0.00%
Debt Service	512,315	1,754,978	29.19%	459,694	1,966,388	23.38%
Capital Projects	23,136	1,664,875	1.39%	582,581	2,127,844	27.38%
Municipal Building	140	2,900	4.82%	56,741	844,360	6.72%
Developer Deposits	209	57,375	0.36%	19,884	992,783	2.00%
Town Center TIF	38	0	100.00%	0	0	0.00%
Bluff City SSA	0	990,805	0.00%	1,951	1,220,000	0.16%
59 & Lake TIF	0	59,000	0.00%	0	59,000	0.00%
Bluff City Municipal TIF	585	900	0.00%	0	0	0.00%
Bluff City Project TIF	9,156	1,975,000	0.03%	0	1,975,000	0.00%
Brewster Creek Municipal TIF	256,542	575,500	44.58%	92,520	657,057	14.08%
Brewster Creek Project TIF	2,377,350	4,155,600	57.21%	581,900	4,143,618	14.04%
Water	1,001,168	13,081,000	7.65%	715,366	12,993,001	5.51%
Sewer	520,444	8,170,900	6.37%	605,899	8,406,140	7.21%
Parking	40,390	225,100	17.94%	33,599	219,671	15.30%
Golf	586,505	2,366,150	24.79%	388,423	2,351,519	16.52%
Central Services	170,228	1,021,763	16.66%	195,672	1,132,075	17.28%
Vehicle Replacement	102,225	670,270	15.25%	0	747,500	0.00%
Police Pension	177,138	2,151,070	8.23%	222,418	2,121,070	10.49%
Subtotal	10,431,903	61,989,666	16.83%	7,644,605	65,450,313	11.68%
Less Interfund Transfers	(704,406)	(3,489,053)	20.19%	(704,406)	(3,489,053)	20.19%
Total	9,727,498	58,500,613	16.63%	6,940,199	61,961,260	11.20%
			20.87%			16.19%
			18.56%			14.26%
			-20.17%			-20.17%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 MAJOR REVENUE BUDGET COMPARISONS  
 FISCAL YEAR 2015/16 as of June 30, 2015

Fund	Actual	Current Year		Prior YTD %
		Budget	Percent	
Property Taxes	2,785,256	9,354,364	29.77%	32.21%
Sales Taxes (General Fund)	311,916	2,115,000	14.75%	13.17%
Income Taxes	664,980	4,125,000	16.12%	15.29%
Telecommunications Tax	179,887	1,175,000	15.31%	17.08%
Real Estate Transfer Tax	118,374	510,000	23.21%	21.48%
Building Permits	74,645	675,500	11.05%	17.86%
MFT	185,830	1,025,000	18.13%	35.22%
Water Charges	989,413	7,175,000	13.79%	14.30%
Sewer Charges	514,001	3,250,500	15.81%	15.98%
Interest Income	3,967	63,350	6.26%	26.17%
Gas Utility Tax	128,649	1,085,000	11.86%	13.24%
Electric Utility Tax	80,512	306,000	26.31%	26.72%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2015/16 as of June 30, 2015

Fund	Current Year		Percent
	Actual	Budget	
<b>Golf Program</b>			
Revenues	366,721	1,386,150	26.46%
Expenses	208,195	1,303,245	15.98%
Net Income	158,526	82,905	191.21%
<b>F&amp;B - Restaurant</b>			
Revenues	32,639	135,000	24.18%
Expenses	56,259	337,713	16.66%
Net Income	(23,621)	(202,713)	11.65%
<b>F&amp;B - Banquet</b>			
Revenues	153,988	735,000	20.95%
Expenses	111,326	649,711	17.13%
Net Income	42,662	85,289	50.02%
<b>F&amp;B - Midway</b>			
Revenues	33,156	110,000	30.14%
Expenses	12,643	60,850	20.78%
Net Income	20,514	49,150	41.74%
<b>Golf Fund Total</b>			
Revenues	586,505	2,366,150	24.79%
Expenses	388,423	2,351,519	16.52%
Net Income	198,082	14,631	1353.85%

## Sales Taxes

Month	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16
May	146,546	126,506	175,701	173,657	178,983	170,734
June	137,130	164,604	195,692	193,303	201,968	
July	176,678	165,519	190,898	186,097	188,547	
August	180,229	177,919	180,797	184,425	190,872	
September	177,173	187,893	182,163	189,650	183,399	
October	168,710	177,758	165,188	170,530	188,055	
November	162,303	161,152	181,865	174,037	179,846	
December	171,232	164,341	165,852	153,005	163,529	
January	166,523	167,926	168,154	210,506	187,865	
February	171,856	157,086	147,189	151,678	141,054	
March	168,981	177,777	147,039	128,886	141,609	
April	132,397	152,124	162,595	153,553	170,308	
<b>Total</b>	<b>1,959,758</b>	<b>1,980,605</b>	<b>2,063,133</b>	<b>2,069,327</b>	<b>2,116,036</b>	
<b>% increase</b>	<b>-7.33%</b>	<b>0.86%</b>	<b>4.17%</b>	<b>0.30%</b>	<b>2.26%</b>	<b>-4.61%</b>
Budget	1,950,000	1,950,000	1,975,000	2,010,000	2,075,000	2,115,000



**Vendor Warrants**

[Vendor Home](#)

# BARTLETT VILLAGE TREASURER



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

**Warrant/EFT#: EF 0013534**

Fiscal Year:	2016	Issue Date:	07/08/15		
Warrant Total:	\$170,733.67	Warrant Status:			
<b>Agency</b>	<b>Contract</b>	<b>Invoice</b>	<b>Voucher</b>	<b>Agency Amount</b>	
492 - REVENUE		AG815334	6AG815334	\$170,733.67	

**IOC Accounting Line Details**

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$170,733.67	DISTRIBUTE MUNI/CNTY SALES TAX

**Payment Voucher Description**

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 07/08/2015
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: APR. 2015 COLL MO: MAY. 2015 VCHR MO: JUL. 2015
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

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

## MOTOR FUEL TAX

Month	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16
May	89,807	85,450	89,115	104,788	106,665	89,988
June	86,890	83,830	75,066	71,924	80,212	58,408
July	82,123	78,002	87,721	84,361	89,915	
August	89,014	90,041	87,924	99,063	61,056	
September	86,580	88,420	76,347	70,076	83,006	
October	99,672	79,216	83,510	90,026	89,337	
November	73,018	88,011	89,027	77,655	90,552	
December	93,136	92,981	85,014	103,117	103,771	
January	89,163	115,721	82,788	90,866	97,525	
February	96,459	83,346	70,348	83,687	74,031	
March	77,675	84,943	83,251	65,802	37,978	
April	89,807	82,622	70,866	75,969	95,841	
<b>Subtotal</b>	<b>1,053,344</b>	<b>1,052,583</b>	<b>980,978</b>	<b>1,017,334</b>	<b>1,009,889</b>	<b>148,396</b>
Plus:						
High Growth	46,918	29,046	29,031	37,678	37,682	
Jobs Now	179,796	179,796	179,796	179,796	359,592	
<b>Total</b>	<b>1,280,058</b>	<b>1,261,425</b>	<b>1,189,805</b>	<b>1,234,808</b>	<b>1,407,163</b>	
Budget	1,015,000	1,250,000	1,250,000	1,175,000	1,188,990	1,025,000
Annual Inc in \$ w/o High Growth	<b>1.50%</b>	<b>-0.07%</b>	<b>-6.80%</b>	<b>3.71%</b>	<b>-0.73%</b>	<b>-27.18%</b>



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets  
217-782-1662

Municipality Report

July 2, 2015

Bartlett

## MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR JUNE, 2015

Beginning Unobligated Balance		<b>\$4,306,343.15</b>
Motor Fuel Tax Allotment	\$58,407.62	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<b>\$58,407.62</b>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		<b>\$4,364,750.77</b>

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**PROCESSED TRANSACTIONS:**



## Agenda Item Executive Summary

Item Name Class J Liquor License -Bracht's Place Committee or Board Board

### BUDGET IMPACT

Amount: none

Budgeted

List what fund

### EXECUTIVE SUMMARY

Bracht's Place has requested a Class J Liquor License to sell alcohol at their Bears Opening Day Shindig event on Sunday, September 13, 2015 from noon to 5:00 p.m. behind the building located 363 S. Prospect Ave.

The Village Board created the Class J liquor license for special events that enables businesses or organizations that currently hold a Bartlett liquor license for the sale and consumption of alcohol to hold an outdoor special event liquor license on a limited basis.

### ATTACHMENTS (PLEASE LIST)

Class J Liquor License Application

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion: I move to approve the Class J liquor license application submitted by Bracht's Place for a special event from noon to 5:00 p.m. on Sunday, September 13, 2015.

Staff: Paula Schumacher, Assistant Village Administrator

Date: August 4, 2015

# Memorandum

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**To:** Valerie L. Salmons, Village Administrator  
**From:** Paula Schumacher, Assistant Village Administrator  
**Date:** 8/4/2015  
**Re:** Bracht's Place Class J Liquor License Application

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Bracht's Place has requested a Class J Liquor License to sell alcohol at their Bears Opening Day Shindig event on Sunday, September 13, 2015 from noon to 5:00 p.m. behind the building located 363 S. Prospect Ave.

The Village Board created the Class J liquor license for special events that enables businesses or organizations that currently hold a Bartlett liquor license for the sale and consumption of alcohol to hold an outdoor special event liquor license on a limited basis. The license restricts the special event to a six hour time frame between the hours of noon and 9:00 p.m. if held on a Sunday.

Proof of insurance and written permission from the owner of the property where the event will take place is also required. The appropriate certificate of insurance has been submitted by the applicant. The certificate has been reviewed and approved by the Village Attorney.

MOTION

I move to approve the Class J liquor license application submitted by Bracht's Place for a special event from noon to 5:00 p.m. on Sunday, September 13, 2015.

\$100 -  
#132424

VILLAGE OF BARTLETT  
CLASS J LIQUOR LICENSE APPLICATION

DATE: 7-29-15  
FEE: \$100.00 Per Year

The Class J license (as defined in Section 3-3-2-12), which allows a licensee who holds a Class A, A extended, B, F, and/or G liquor license that has been issued by the Village of Bartlett local Liquor Control Commissioner ( the "local Liquor Control Commissioner") to sell and offer for sale, at retail, alcoholic liquor for use and consumption, but not for resale in any form, only at the location and on the specific date or dates designated for the "special event" as defined below, I and as set forth in the license, subject to the restrictions set forth below:

**Hours of Operation:**

1. Not to exceed six (6) hours within a period of twenty-four (24) hours;
2. Within the following time limits:

Sunday – Thursday	from 12:00 noon until 9:00pm
Friday – Saturday	from 12:00 noon until 11:00pm

A Class J license may be issued at anytime by Local Liquor Control Commissioner with the approval of the Board of Trustees, and shall be issued for a specific time period, not to exceed six (6) consecutive hours in any one day, per licensee, per authorized location, and not to exceed two (2) days in any twelve (12) month period, whether held on two (2) successive days constituting a single special event covered by the issuance of a single Class J Liquor License, or two (2) separate days not in succession, each of which shall constitute a separate special event and each requiring a separate Class J license.

The undersigned hereby makes application for a Class J Liquor License and hereby certifies to the following facts:

Name of Business: Bracht's

Mailing Address of Business: 363 S. Propper

Contact Name: Larry Humbrecht Telephone Number: 630-837-3660

Date of Event: Sept 13<sup>th</sup>, 2015

Times of event (include am/pm): 12:00 pm to 5:00 pm

**Certificate of Insurance in compliance with Section 3-3-6 of the Bartlett Liquor Control Ordinance MUST be attached.**

**Location:** The location shall be as designated on the license. Locations shall be limited to property that is located adjacent to the premises and/or in the same commercial center in which the licensee's business for which licensee has been granted his, hers or its respective Class A, A extended, B, F and/or G liquor license by the local Liquor Control Commissioner, is located. In the event licensee does not own said adjacent property or the commercial center, licensee must furnish proof that the owner of said property has granted licensee the right to use and occupy the property on which the special event will take place for the time period and purposes of the event in the form of a written lease agreement, license agreement and/or other written agreement authorizing said special event to take place on his, her or its property acceptable to the local Liquor Control Commissioner.

**Definition:** "Special event" as used herein means an event involving the sale and/or offer for sale of alcohol during the time period on the date(s) and at the location specified on the Class J Liquor License. A special event retailer licensee for the purposes of this section includes for profit business entities.

### AFFIDAVIT

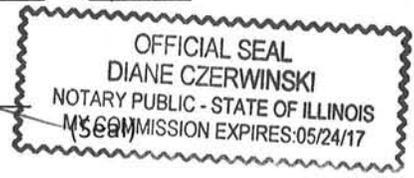
Village of Bartlett  
Cook, DuPage, and Kane Counties, Illinois

The undersigned swears (of affirms) that the Corporation in whose name this application is made will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the laws of the State of Illinois or the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

  
Signature \_\_\_\_\_ President\*  
\_\_\_\_\_  
Signature \_\_\_\_\_ Secretary

Subscribed and sworn by Larry Humbrecht  
before me this 29 day of July, 2015

  
Notary Public



\*If the signatory is someone other than the President, said signatory shall attach a copy of the corporate resolution authorizing said signatory to sign on behalf of the Corporation.

## Diane Czerwinski

---

**From:** Tom Hanna <tomhanna@thannaassociates.com>  
**Sent:** Monday, August 03, 2015 10:24 AM  
**To:** Diane Czerwinski  
**Cc:** brachts@comcast.net  
**Subject:** Rear Parking Lot Usage

Hi Diane,

Larry asked me to send you a written communication regarding the usage of the back lot for September 13, 2015. The landlord does not have a problem with it as long as it is approved by village and meets village requirements; as far as safety and the legality of the usage.

Best,

Tom Hanna  
President

Tom Hanna & Associates, LLC  
*Commercial Property Management*  
15371 Sheffield Square Parkway  
Orland Park, IL 60462  
708-699-0089

 HANNA



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/4/2015

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 Sullivan & Associates P.O. Box 8152 Bartlett, IL 60103	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(630) 289-4410	FAX (A/C, No): (630) 289-7726
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : <b>Auto-Owners Insurance</b>			18988
INSURER B : <b>Technology Insurance Co</b>			
INSURER C : <b>Capitol Specialty Ins. Co.</b>			
INSURER D :			
INSURER E :			
INSURER F :			

INSURED  
**Bracht's Place, Inc.**  
**Larry Humbracht**  
**363 S. Prospect Ave.**  
**Bartlett, IL 60103-4303**

**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 INSD	SUBR 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			07370541	05/31/2015	05/31/2016	EACH OCCURRENCE	\$ 500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 500,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COM/POP AGG	\$ 500,000
								\$
	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
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/A	TWC3460940	03/01/2015	03/01/2016	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Liquor Liability			CS02218836-03	03/01/2015	03/01/2016		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Village of Bartlett as Additional Insured with respects to Special Event, September 13, 2015 (Bears vs Packers)

**CERTIFICATE HOLDER**

**CANCELLATION**

Village of Bartlett 228 S. Main St. 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



## Agenda Item Executive Summary

Item Name	Case #15-12 - Brewster Creek Business Park Lot 4F- 1580 Hecht Court (Greco PG5 Development)	Committee or Board	Village Board
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### BUDGET IMPACT

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

### EXECUTIVE SUMMARY

A request for a **SITE PLAN REVIEW**.

The **Plan Commission** reviewed the Petitioner's requests at their meeting on July 9, 2015. The Commission recommended **approval** of the site plan subject to the conditions and findings of fact outlined in the Staff Report.

Staff is requesting that the petitioners' request be forwarded directly to the Village Board for a final vote in order to facilitate the construction of the proposed building.

### ATTACHMENTS (PLEASE LIST)

CD Staff Memo, 7/9/15 Plan Commission Minutes, Applicant Cover Letter, Application, Location Map and Ordinance with Exhibits.

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance  X \_\_\_\_\_

Motion: Move to approve Ordinance #2015-\_\_\_\_\_ An Ordinance Granting A Site Plan Approval on Lot 4F in the Brewster Creek Business Park.

Staff:  Jim Plonczynski  Date:  8/6/15

**COMMUNITY DEVELOPMENT MEMORANDUM**

**15-161**

DATE: August 6, 2015  
TO: Valerie L. Salmons, Village Administrator  
FROM: Jim Plonczynski, Com Dev Director  
RE: **(#15-12) Brewster Creek Business Park Lot 4F- 1580 Hecht Court (Greco)**

---

**PETITIONER**

Ron DeRosa, Greco PG 5 Development

**SUBJECT SITE**

Lots 4F in the Brewster Creek Business Park, Unit 1, located at the southwest corner of Hecht Drive and Hecht Court.

**REQUEST**

Site Plan Review

***Staff is requesting that the petitioner's request be forwarded directly to the Village Board for a final vote in order to facilitate the construction of the proposed building.***

**EXISTING AND PROPOSED CONDITIONS**

	<b><u>Land Use</u></b>	<b><u>Comprehensive Plan</u></b>	<b><u>Zoning</u></b>
<b>Subject Site</b>	<b>Vacant</b>	<b>Mixed Use Business Park</b>	<b>I-2 EDA</b>
North	Indust. Bldg.	Mixed Use Business Park	I-2 EDA
South	Detention	Mixed Use Business Park	I-2 EDA
East	Detention	Mixed Use Business Park	I-2 EDA
West	Indust. Bldg.	Mixed Use Business Park	I-2 EDA

**DISCUSSION**

1. The petitioner is requesting a Site Plan Review for a proposed 64,586 square foot industrial building on an 8.36 acre lot on Lot 4F in the Brewster Creek Business Park, Unit 1. The facility would be used as a storage, production and distribution facility for future tenants. This facility would be constructed as a core and shell building and have tenant offices built out at the time of lease.

2. The proposed building will be constructed of smooth form finished white pre-cast concrete wall panels with beige and bronze accents. The proposed building height is 34'-11."
3. The Site Plan shows 6 exterior docks and 1 drive-through door on the south side of the building.
4. Two curb cuts are proposed along Hecht Court. The western curb cut would only be used by the trucks to access the loading areas on the southwest side of the building. The eastern curb cut would be to access the employee parking lot located at the east side of the building.
5. The Zoning Ordinance requires 65 parking spaces for the warehouse not including parking for office space. The Site Plan identifies a main parking lot on the east side of the building containing a total of 80 car parking spaces, including four (4) handicapped accessible spaces which would account for about a 4,000 square foot office space. This would meet the Zoning Ordinance requirements. There are also 5 truck parking spaces located east of the loading docks.
6. The Landscape Plan is currently being reviewed.
7. The Engineering and Lighting Plans are currently being reviewed.

**RECOMMENDATION**

1. The Staff recommends approval of the petitioner's request subject to the following conditions and Findings of Fact:
  - A. Staff approval of the Engineering Plans;
  - B. Staff approval of the Landscape Plan;
  - C. Staff approval of the Photometric Plan;
  - D. Recording of Utility Easements along the newly created property lines prior to the issuance of a building permit;
  - E. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
  - F. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to Community Development for review and approval by the Village Arborist and a bond posted in the approved amount for its future installation;
  - G. Landscaping must be installed within one year of the issuance of a building permit;
  - H. Findings of Fact (Site Plan):
    - i. That the proposed warehouse is a permitted use in the I-2 EDA Zoning District;
    - ii. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
    - iii. That the vehicular ingress and egress to and from the site and circulation

- within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
- iv. That the site plan provides for the safe movement of pedestrians within the site;
  - v. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
  - vi. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.
2. The Plan Commission reviewed the Petitioner's requests at their meeting on July 9, 2015. There was no testimony regarding this petition. The Commission recommended **approval** of the Petitioner's request subject to the conditions outlined above and the Findings of Fact.
  3. Attached are the Plan Commission minutes, the Ordinance with Exhibits and additional background information for your review.

ALZ//Attachments

X:\Comdev\mem2015\161\_1580 Hecht Court\_vb.docx

1 MR. M. HOPKINS: Yes.

2 MS. FUENTES: Tim Ridenour.

3 MR. RIDENOUR: Yes.

4 MS. FUENTES: Diane Negele.

5 MS. NEGELE: Yes.

6 MS. FUENTES: Shane Cook.

7 MR. COOK: Yes.

8 MS. FUENTES: Austin Hopkins.

9 MR. A. HOPKINS: Yes.

10 MS. FUENTES: Motion carried.

11 CHAIRMAN LEMBERG: Thank you. Good luck.

12 Next item on your agenda is 15-12,

13 1580 Hecht Court, Brewster Creek Business Park,

14 site plan review. This one is going to be Angela.

15 MS. ZUBKO: Yes. The petitioner is requesting

16 a site plan review for proposed 64,586-square-foot

17 industrial building on an 8.36-acre lot on lot 4F

18 in the Brewster Creek Business Park, which is

19 kitty-corner to the Ace Relocation Systems we

20 talked about earlier today.

21 The facility would be used as a storage,

22 production, and distribution facility for future

23 tenants; and this would be constructed as a core

24 and shell building and have tenant offices built

1 out at the time of lease.

2 The site plan does show six exterior docks  
3 and one drive-through door south side of the  
4 building. Once again, there are two curb cuts  
5 along Hecht Court. The western curb cut would be  
6 only used by trucks to access the loading area on  
7 the southwest side of the building, and the  
8 eastern curb would be to access the employee  
9 parking lot located at the east side of the  
10 building.

11 Staff recommends approval of the  
12 petitioner's request subject to the conditions  
13 and findings of fact in your staff report.

14 CHAIRMAN LEMBERG: Any questions of staff at  
15 this time?

16 MR. M. HOPKINS: One. If the other building  
17 needed a height -- special use for exceeding 35  
18 feet, this one is at 36, 11, how come this one  
19 doesn't need it?

20 MS. ZUBKO: 90 percent of the building is at  
21 34, 11; and then just at the entranceway is where  
22 it's 36, 11, so what we do is we actually take  
23 the average of the entire building.

24 MR. M. HOPKINS: Okay. That's an answer.

1 MS. ZUBKO: So it's just this little front  
2 portion right here. (Indicating.)

3 CHAIRMAN LEMBERG: Any other questions?  
4 Is the petitioner here this evening?  
5 Would you like to come forward and name and  
6 address.

7 MR. BAUMSTARK: Mike Baumstark, 1905 Halifax  
8 Street, Libertyville, Illinois.

9 CHAIRMAN LEMBERG: Do you have any comments  
10 you would like to add to the staff report?

11 MR. BAUMSTARK: Nothing at this point. We did  
12 receive the report this week and we'll be picking  
13 up all the comments that were in the report.

14 CHAIRMAN LEMBERG: Members have any questions  
15 for the petitioner?

16 MR. KALLAS: All I can say is you got one good  
17 site there with that pond behind you, that's if  
18 you can keep the people from fishing in it.

19 MR. A. HOPKINS: Do you have any idea of what  
20 kind of businesses you're going to have in there  
21 or the tenants?

22 MR. BAUMSTARK: It could be anything from  
23 distribution to -- you know, there is a lot of  
24 food in that business park, so it could be a food

1 production or distribution-type facility.

2 MR. A. HOPKINS: Okay. So there is no  
3 scheduled tenants or anything yet?

4 MR. BAUMSTARK: There has been a couple that  
5 have been looking at it. Right now it's still in  
6 preliminary phases.

7 MR. MIASO: Are you doing this on spec?

8 MR. BAUMSTARK: Right now it's on spec, yes.

9 CHAIRMAN LEMBERG: Any further questions?  
10 Comments? No.

11 We will be looking for a motion --

12 MR. MIASO: So moved.

13 CHAIRMAN LEMBERG: -- for a site plan review  
14 of lot 4F in the Brewster Creek Business Park,  
15 Unit 1, located at the southwest corner of Hecht  
16 Drive and Hecht Court with the following  
17 conditions and findings of fact.

18 Is there a --

19 MR. MIASO: I make the motion. So moved.

20 CHAIRMAN LEMBERG: Is there a second?

21 MR. A. HOPKINS: I'll second it.

22 CHAIRMAN LEMBERG: Further discussion?

23 Secretary call the roll.

24 MS. FUENTES: John Miaso.

1 MR. MIASO: Yes.

2 MS. FUENTES: Austin Hopkins.

3 MR. A. HOPKINS: Yes.

4 MS. FUENTES: Mark Hopkins.

5 MR. M. HOPKINS: Yes.

6 MS. FUENTES: Tim Ridenour.

7 MR. RIDENOUR: Yes.

8 MS. FUENTES: Jerry Kallas.

9 MR. KALLAS: Yes.

10 MS. FUENTES: Diane Negele.

11 MS. NEGELE: Yes.

12 MS. FUENTES: Shane Cook.

13 MR. COOK: Yes.

14 MS. FUENTES: Okay.

15 CHAIRMAN LEMBERG: Motion carried. Good luck.

16 Next item on the agenda is old business/  
17 new business.

18 MR. PLONCZYNSKI: I don't know if we have any  
19 old business. The new business is Diane Fuentes  
20 is our new secretary.

21 MS. FUENTES: Sorry I messed up everybody's  
22 name.

23 MR. PLONCZYNSKI: She'll get them. This is  
24 here first meeting. She's taken over. She's



1 evening lasted as long as it did, it would be  
2 nice to have.

3 MR. PLONCZYNSKI: If you want water, I'll see  
4 if there is any left.

5 MS. NEGELE: Bring your own.

6 MR. MIASO: I second that.

7 MR. PLONCZYNSKI: We'll work on that.

8 CHAIRMAN LEMBERG: If there is nothing else,  
9 is there a motion to adjourn?

10 MR. KALLAS: So moved.

11 CHAIRMAN LEMBERG: Second.

12 MS. NEGELE: Aye.

13 CHAIRMAN LEMBERG: All in favor.

14 (A chorus of ayes.)

15 (Proceedings concluded at  
16 8:18 p.m.)

17

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24

1 STATE OF ILLINOIS )  
2 COUNTY OF DU PAGE ) SS.

3

4 LYNN M. EVANS, CSR, being first duly  
5 sworn on oath says that she is a court reporter  
6 doing business in the state of Illinois; that she  
7 reported in shorthand the proceedings given at  
8 the taking of said public hearing and that the  
9 foregoing is a true and correct transcript of her  
10 shorthand notes so taken as aforesaid, and  
11 contains all the proceedings given at said public  
12 hearing.

13

14

15

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LYNN M. EVANS, CSR  
CSR No. 084-003473

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24

Village President, Kevin Wallace  
Board of Trustees  
Village of Bartlett

Mr. Wallace and Members of the Board of Trustees,

I am presenting a proposal for the development of a new 64,586 square foot facility at Lot 4F, 1580 Hecht Court in the Village of Bartlett. This submittal is for the review of the site plan for the proposed facility at the Lot 4F site, 1580 Hecht Court. The facility would be used as a storage, production, and distribution facility for future tenants. This facility would be constructed as a core and shell building and have tenant offices built out at the time of lease.

Thank you for your time in reviewing my application and proposal for this new facility.

Sincerely,

Ron DeRosa  
Greco PG 5 Development  
P: 630-823-3045  
E: [rderosa@grecoandsons.com](mailto:rderosa@grecoandsons.com)

RECEIVED  
COMMUNITY DEVELOPMENT  
JUN 18 2015  
VILLAGE OF  
BARTLETT



# VILLAGE OF BARTLETT SITE PLAN APPLICATION

(Please type or complete in blue or black ink.)

For Office Use Only  
Case # 2015-12  
**RECEIVED**  
**COMMUNITY DEVELOPMENT**  
JUN 18 2015  
VILLAGE OF  
BARTLETT

PROJECT NAME 1580 HECHT DR.

### PETITIONER INFORMATION

Name: G4 DEVELOPMENT, LLC

Phone: 630 823 3045

Address: 1550 HECHT DR.

Fax: 630 837 0735

BARTLETT, IL 60103

Mobile: 630 816 3675

ATT: RON DE ROSA

Email: RDE ROSA@GRELOMANSONS.COM

### PROPERTY OWNER INFORMATION

Name: GRELO P65 REV.

Phone: SAME AS ABOVE

Address: 1550 HECHT DR

Fax: \_\_\_\_\_

BARTLETT, IL 60103

Mobile: \_\_\_\_\_

ATT: RON DE ROSA

Email: \_\_\_\_\_

### SITE PLAN DESCRIPTION (Use: commercial, industrial or office, square footage, # of units, etc.)

64,000 Square foot Spec Warehouse

**SIGN PLAN REQUIRED?** (Please Circle.) Yes or  No

(Note: A Unified Business Center Sign Plan is required for four or more individual offices or businesses sharing a common building entrance or private parking lot.)

### PROPERTY INFORMATION

Common Address/General Location of Property: 1580 HECHT DR

Property Index Number ("Tax PIN"/"Parcel ID"): \_\_\_\_\_

Zoning: \_\_\_\_\_ Land Use: Existing: \_\_\_\_\_  
(Refer to Official Zoning Map)

Proposed: \_\_\_\_\_

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

**APPLICANT'S EXPERTS** (Including name, address, phone, fax and email; mobile phone is optional)

Attorney MARCIA DWEN'S  
HAMILTON THEIS & LORCH LLP  
700 SOUTH WACKER, #3800 CHICAGO  
IL. 60606 312 650 8660

Engineer ✓

Surveyor ✓

Land Planner CORNER STONE ARCHITECTS  
1152 SPRING LAKE DR.  
FTASCIA IL. 60143  
630 773 8363

Other

**FINDINGS OF FACT FOR SITE PLANS**

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

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

1. The proposed use is a permitted use in the district in which the property is located.

*Correct, we have a well continue to build  
warehouse space for lease in the  
Newater Creek Business Park.*

2. The proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.

*Yes.*

3. The vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well.

*Yes, see attached truck flow example*

4. The site plan provides for the safe movement of pedestrians within the site.

*yes*

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5. There is sufficient mixture of grass, trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public. Any part of the site plan area not used for buildings, structures, parking or accessways shall be landscaped with a mixture of grass, trees and shrubs. (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements)

*yes*

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6. All outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.

*yes*

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ACKNOWLEDGEMENT

The undersigned hereby acknowledges he/she is familiar with the code requirements which relate to this petition and certifies that this submittal is in conformance with such code(s). He/she further understands that any late, incomplete or non-conforming submittal will not be scheduled on an agenda.

SIGNATURE: Ron DeRosa  
PRINT NAME: RON DeROSA  
DATE: 5/29/15

REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

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

NAME OF PERSON TO BE BILLED: GAECO P6 5 Dev  
ADDRESS: 1550 HECHT DR.  
BARTLETT, IL 60103  
PHONE NUMBER: 630 873 3045  
SIGNATURE: Ron DeRosa  
DATE: 5/29/15

ORDINANCE 2015 - \_\_\_\_\_

**AN ORDINANCE GRANTING A SITE PLAN APPROVAL  
ON LOT 4F IN THE  
BREWSTER CREEK BUSINESS PARK**

---

**WHEREAS**, G4 Development, LLC (the "Petitioner") has filed a petition on behalf of Greco PG5 Development, (the "Owner") for property legally described on **Exhibit A** attached hereto (the "Subject Property") in the Brewster Creek Business Park for a Site Plan approval (the "Petition"); and

**WHEREAS**, the owner of the Subject Property, Greco PG5 Development, has consented to the filing of the Petition; and

**WHEREAS**, the Bartlett Plan Commission reviewed the Site Plan on July 9, 2015 with respect to the Petition (Case #15-12) and has recommended to the corporate authorities that the Site Plan be approved subject to the conditions and findings of fact set forth in its report; and

**WHEREAS**, the corporate authorities have determined that it is in the public interest to approve the Site Plan recommended for approval by the Plan Commission, provided the conditions set forth in this Ordinance are satisfied;

**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 do hereby make the following findings of fact pertaining to the Site Plan:

1. That the proposed warehouse is a permitted use in the I-2 EDA Zoning District;

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

**SECTION TWO:** That the Subject Property shall be developed in strict accordance with the Site Plan prepared by Cornerstone Architects Ltd. dated May 1, 2015 and last revised May 29, 2015 attached hereto as **Exhibit B**; the Building Elevations prepared by Cornerstone Architects Ltd. dated May 5, 2015 and last revised May 29, 2015 attached hereto as **Exhibit C** and the Landscape Plans prepared by McCallum Associates dated June 4, 2015 and last revised July 8, 2015 attached hereto as **Exhibit D** and expressly made a part of this Ordinance is hereby approved, subject to the conditions set forth in Section Three of this Ordinance.

**SECTION THREE:** That the findings set forth in Sections One and the Site Plan approval in Section Two of this Ordinance, are subject to the following conditions:

- A. Staff approval of the Engineering Plans;
- B. Staff approval of the Landscape Plan;
- C. Staff approval of the Photometric Plan;
- D. Recording of Utility Easements along the newly created property lines prior to the issuance of a building permit;
- E. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
- F. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to Community Development for review and approval by the Village Arborist and a bond posted in the approved amount for its future installation;
- G. Landscaping must be installed within one year of the issuance of a building permit;

**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 provision of this Ordinance.

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED this 18<sup>th</sup> day of August, 2015**

**APPROVED this 18<sup>th</sup> day of August, 2015**

\_\_\_\_\_  
**Kevin Wallace, Village President**

**ATTEST:**

\_\_\_\_\_  
**Lorna Giles, Village Clerk**

#### **CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2015-\_\_\_\_\_, enacted on August 18, 2015 and approved on August 18, 2015, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
**Lorna Giles, Village Clerk**

## **EXHIBIT A**

### **LEGAL DESCRIPTION – BREWSTER CREEK BUSINESS PARK LOT 4F** **CASE #15-12**

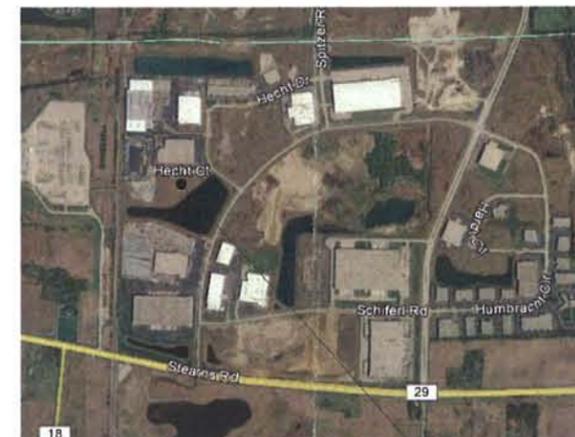
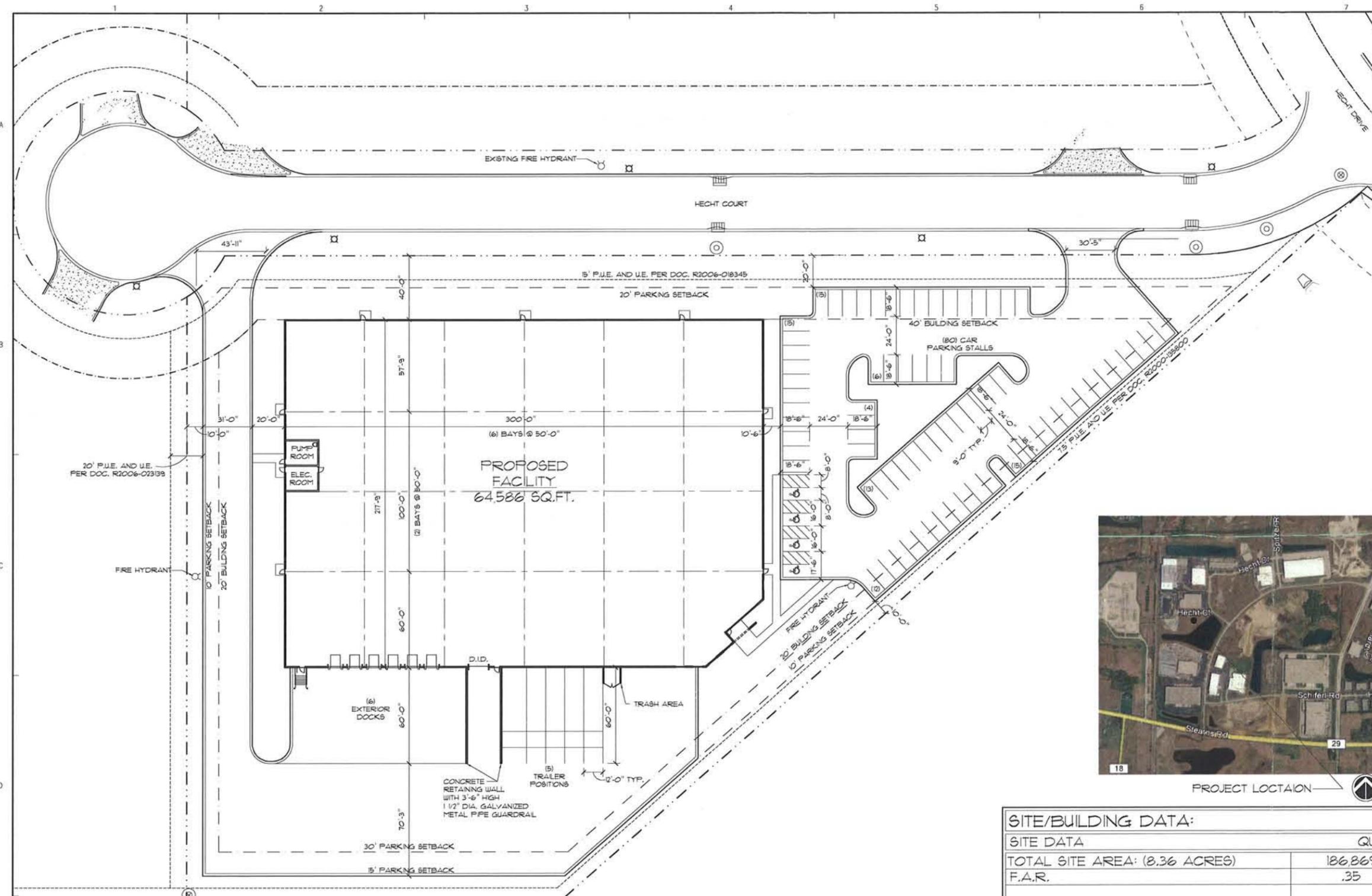
LOT 4F IN ASSESSMENT PLAT NO. 3 OF LOT 4 IN BREWSTER CREEK BUSINESS PARK UNIT 1, BEING A PART OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE ASSESSMENT PLAT THEREOF RECORDED OCTOBER 24, 2006 AS DOCUMENT R2006-205891, IN DUPAGE COUNTY, ILLINOIS.

# LOCATION MAP



**GENERAL NOTES:**

1. DIMENSION PROPERTY LINES SHOWN ARE FOR COORDINATION ONLY. REFER TO CIVIL DRAWINGS FOR DIMENSIONAL CONTROL PLAN, SITE GRADES, STORM DRAINAGE UTILITIES, DIMENSIONS, AND BEARING ANGLES.
2. CONTRACTOR TO VERIFY ALL SITE CONDITIONS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES.
3. ALL DRIVE APPROACHES SHALL BE INSTALLED PER CITY AND STATE STANDARDS.
4. ALL PAVED AREAS TO BE ASPHALT U.N.O. SEE CIVIL DRAWINGS FOR MORE INFO.
5. G.C. TO INSTALL SIGNAGE FOR ACCESSIBLE PARKING PER CITY AND STATE STANDARDS. ALL SIGNAGE AND LOCATION SIGNAGE TO BE VERIFIED WITH OWNER.
6. ALL EXTERIOR CONCRETE TO BE 4000 PSI MIN. WITH AIR ENTANGLEMENT. U.N.O. TO BE GREATER.
7. PROVIDE DEPRESSED CONCRETE GUTTER AT DRIVEWAYS WITH TWO #6 BARS AND 1/2" EXPANSION JOINT AT CENTER OF DRIVEWAY. U.N.O. OTHERWISE. SEE CIVIL DRAWINGS FOR LOCATIONS.
8. CONCRETE WALKS TO BE 5'-0" IN WIDTH 4 5" THICK ON 4" CA-6 GRAVEL BASE. PROVIDE THREE #6X10' LONG REINFORCING BARS AT UTILITY CROSSING. U.N.O.
9. DETECTABLE WARNING AT CURB RAMP TO BE DOME AND CONTRASTING COLOR. U.N.O. SEE CIVIL DRAWINGS.
10. THE WATER MAIN SERVING THE FIRE SPRINKLER SYSTEM TO BE FLUSHED AT A RATE APPROPRIATE TO ITS SIZE PRIOR TO CONNECTION TO THE SYSTEM. NOTIFY THE LOCAL AUTHORITY 24 HOURS IN ADVANCE OF THE FLUSHING TO WITNESS.



PROJECT LOCATION PLAN NORTH

SITE/BUILDING DATA:	
<b>SITE DATA</b>	
TOTAL SITE AREA: (8.36 ACRES)	186,869 SQ.FT.
F.A.R.	.35
<b>BUILDING DATA</b>	
TOTAL BUILDING AREA	64,586 SQ.FT.
BUILDING HEIGHT	35'-0"
EXTERIOR DOCKS	6 DOCKS
TRAILER POSITIONS/TRUCK PARKING	5 POSITIONS
DRIVE-IN-DOORS	1 DOOR
PARKING REQUIRED (1/1000 SQ.FT.)	65 CARS
STANDARD CAR PARKING	76 CARS
ACCESSIBLE CAR PARKING	4 CARS
TOTAL CAR PARKING	80 CARS
LANDSCAPED AREA (47,692 SQ.FT.)	25.5%

no.	date	revision description
05-29-2015		ISSUED FOR PERMIT
05-01-2015		

drawn: TCW  
checked: MB

**PROPOSED FACILITY**  
1580 HECHT COURT  
BARTLETT, ILLINOIS

SITE PLAN

job no.	sheet no.
14242	A100



**GENERAL NOTES:**

1. PRECAST PAINT TO BE APPLIED IN SMALL MOCK-UP AREA FOR OWNER AND ARCHITECT TO REVIEW AND APPROVAL PRIOR TO STARTING ENTIRE BUILDING.

**BUILDING COLOR KEY:**

BUILDING COLORS: (VERIFY WITH OWNER)

COLOR P1: SW6140 MODERATE WHITE

COLOR P2: SW0006 EXTRA WHITE

COLOR P3: SW643 BASKET BEIGE

COLOR P4: SW652 SUPERIOR BRONZE

H.M. 4 DOORS TO BE PAINTED P3, U.N.O.

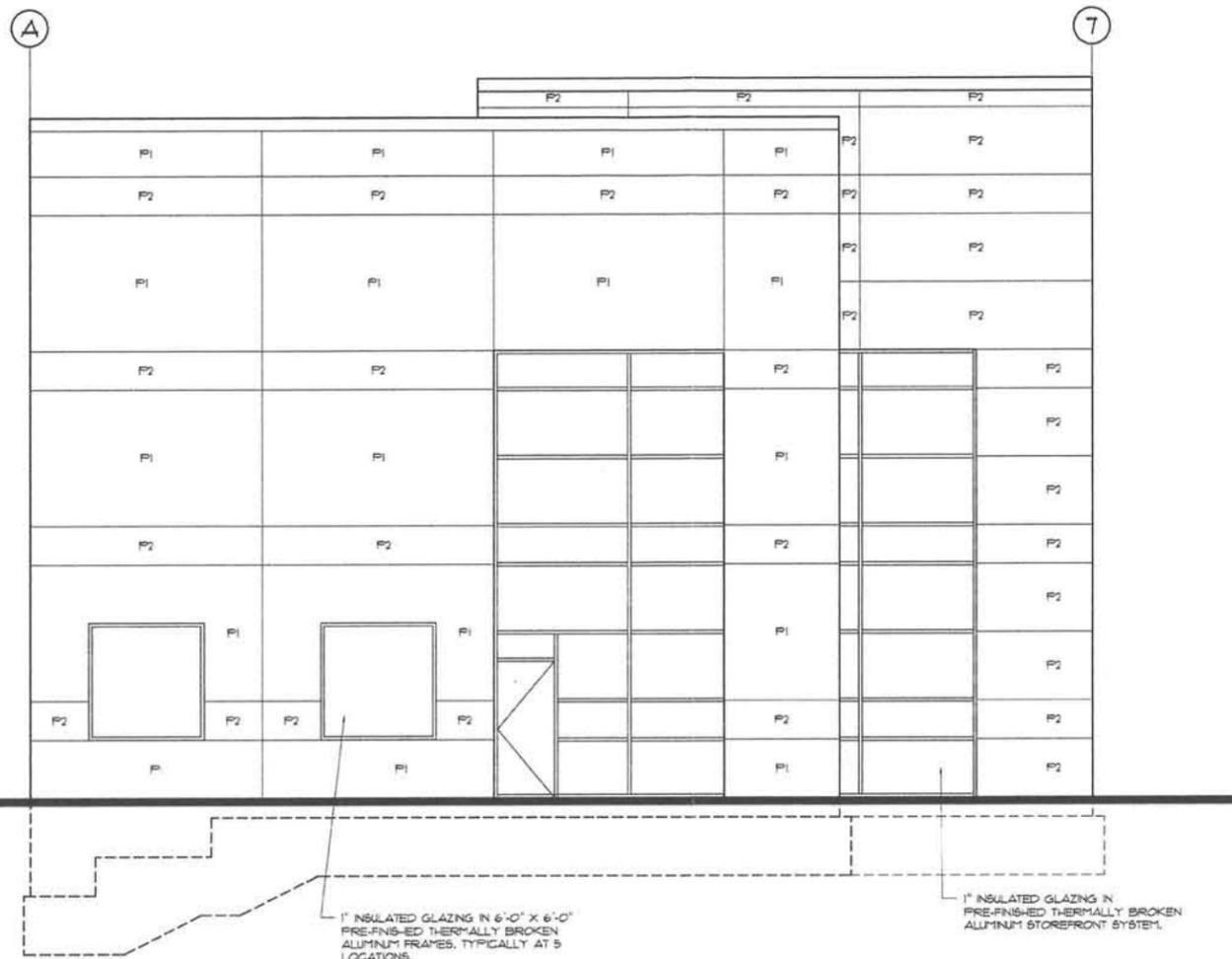
ALL OVERHEAD DOORS TO BE PAINTED BY MANUFACTURER.

GRAVEL STOP/PRE-FINISHED COPING COLOR XXXX.

T/ PRECAST  
EL: +36'-10 1/2"

T/ PRECAST  
EL: +34'-10 1/2"

T/ FINISHED FLOOR  
EL: 0'-0"



1" INSULATED GLAZING IN 6'-0" X 6'-0" PRE-FINISHED THERMALLY BROKEN ALUMINUM FRAMES, TYPICALLY AT 9 LOCATIONS.

1" INSULATED GLAZING IN PRE-FINISHED THERMALLY BROKEN ALUMINUM STOREFRONT SYSTEM.

**D1 ENLARGED SOUTHEAST ELEVATION**  
SCALE: 1/4" = 1'-0"

RECEIVED  
COMMUNITY DEVELOPMENT

JUN 18 2015

VILLAGE OF  
BARTLETT

05-29-2015	ISSUED FOR PERMIT
no.	date
	revision description

date: 05-05-2015  
drawn: JCB  
checked: MJB

**PROPOSED FACILITY**  
1580 HECHT COURT  
BARTLETT, ILLINOIS

ENLARGED ELEVATION

job no.	sheet no.
14242	A201





## Agenda Item Executive Summary

Item Name 330 S. Hickory Avenue Committee or Board Village Board

### BUDGET IMPACT

Amount: N/A

Budgeted N/A

List what fund N/A

### EXECUTIVE SUMMARY

A request to allow for the removal of a lightning damaged tree and dead branches on several of their trees in the Heritage Oaks Tree Preservation Easement at 330 S. Hickory Avenue.

### ATTACHMENTS (PLEASE LIST)

Memo, letter of request, Village Arborist email report, photos of tree and branches, location map and resolution.

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution \_\_X\_\_

Ordinance \_\_\_\_\_

Motion: \_\_X\_\_ Move to approve Resolution #2015-\_\_\_\_\_ **A Resolution approving the removal of a Dangerous tree and Dead Branches in the Heritage Oaks Tree Preservation Easement at 330 S. Hickory Avenue.**

Staff: Jim Plonczynski Date: 8/7/15

**COMMUNITY DEVELOPMENT MEMORANDUM**

**15-177**

DATE: August 7, 2015

TO: Valerie L. Salmons, Village Administrator

FROM: Jim Plonczynski, CD Director

RE: **Heritage Oaks - Removal of dangerous tree at 330 S. Hickory Ave.**

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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. In connection with the Agreement the developers recorded Tree Preservation and drainage easements in a covenant running with the land. The tree preservation and drainage easements were recorded in 1978 and 1979 and restricted the ability of future property owners to remove any dead trees within the easement without the approval, by resolution, of the Village Board.

Mr. and Mrs. Love, the owners of 330 S. Hickory had a tree damaged by a lightning strike on August 2, 2015. They are requesting permission to remove this dangerous tree and trim dead branches from other trees located within the fifty (50) foot Tree Preservation Easement. Sarah Perry, Village Arborist inspected the tree and dead branches on August 5, 2015 and determined that the tree and dead branches represent an imminent hazard and should be removed as soon as possible (see attached email and pictures).

The Love's have submitted a letter of request to remove the tree and dead branches (see attached). Also, attached for your review is the Village Arborist's email inspection report, pictures of the tree and branches, a map showing the location of the subdivision lot and a resolution for the Village Board to vote upon.

**RESOLUTION 2015-**

**A RESOLUTION APPROVING THE REMOVAL OF A DANGEROUS TREE AND DEAD BRANCHES IN THE HERITAGE OAKS TREE PRESERVATION EASEMENT AT 330 S. HICKORY AVENUE**

**WHEREAS**, Debra and Steven Love (the "Owners") of the property at 330 S. Hickory Avenue have petitioned the Village of Bartlett to remove a lightning damaged tree and dead branches on several trees within the Tree Preservation Easement on their lot, and

**WHEREAS**, the Village Arborist has inspected the tree and dead branches on the property and found that the tree is heavily damaged and branches are dead on several other trees and has recommended that said tree and branches be removed 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 lightning damaged tree and dead branches on several other trees located in the Tree Preservation Easement on Lot 46 of the Heritage Oaks Subdivision, 330 S. Hickory Avenue 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 18<sup>th</sup> day of August, 2015**

**APPROVED this 18<sup>th</sup> day of August, 2015**

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**Kevin Wallace, Village President**

**ATTEST:**

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**Lorna Giles, Village Clerk**

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

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 2015-\_\_\_\_\_ enacted on August 18, 2015 and approved on August 18, 2015 as the same appears from the official records of the Village of Bartlett.

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**Lorna Giles, Village Clerk**

August 5, 2015

Village of Bartlett

228 S. Main St.

Bartlett, IL 60103

Attn: Village Board

To Whom It May Concern,

My name is Debra Love. I live with my husband, Steven Love, at 330 S. Hickory Ave., Bartlett, IL. Our home is in the Heritage Oaks Tree Preservation.

We have a damaged tree on our property that was struck by lightning during the storm on August 2<sup>nd</sup>, 2015. The top half or better of the tree is completely severed from the trunk and is resting on smaller growth trees below it. The remaining lower trunk of the tree is damaged where it took the direct hit of the lightning strike. To preserve the health of the smaller growth and for safety issues, we are requesting permission to remove the whole tree.

We are also requesting permission to trim a very mature oak just in front of this tree as it has an extremely large branch that is completely dead and would cause severe damage to our home if it should come down.

We have had the village arborist to our home for inspection on both trees and she agrees with our assessment of the damage.

Thank you for your attention on this matter.

Debra Love

630-569-8433

## Jim Plonczynski

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**From:** Sarah Perry  
**Sent:** Friday, August 07, 2015 9:22 AM  
**To:** Jim Plonczynski  
**Subject:** Request for removal in Heritage Oaks tree preservation area  
**Attachments:** 330 S Hickory.docx; 330 S Hickory 1.jpg; 330 S Hickory 2.jpg; 330 S Hickory 3.jpg

Hi Jim,

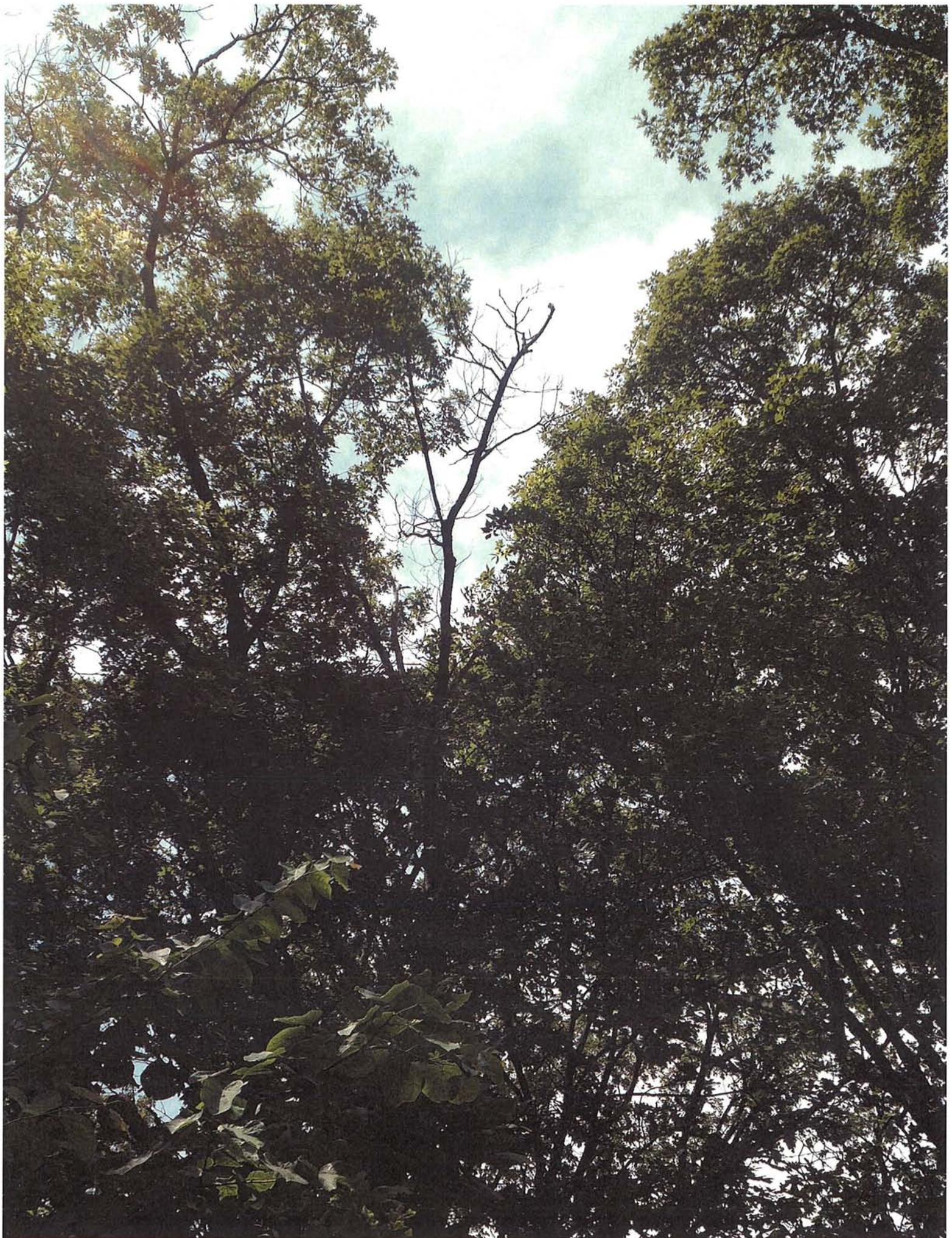
Earlier this week I was contacted by the residents at 330 S Hickory. In the tree preservation easement behind their house, a tree was stuck by lightning. I went out to inspect the tree on Tuesday, and I believe the tree should be removed due to damage caused by the lightning strike. The residents would also like to have some trimming of dead branches done to their other trees, which I also approve. I have attached pictures of the fallen tree, as well as an example of the dead branches they will be trimming. Their letter requesting Village Board approval is also attached. Let me know if you have any questions.

**Sarah Perry**  
*Certified Arborist*

The Village of Bartlett  
228 S. Main St  
Bartlett, IL 60103  
Phone: (630) 837-0811  
Fax: (630) 837-9043











## Agenda Item Executive Summary

Item Name Brewster Creek TIF Developer Note Committee or Board Board

BUDGET IMPACT			
Amount:	\$836,800	Budgeted	\$836,800
List what fund	Brewster Creek TIF Project		
EXECUTIVE SUMMARY			
Brewster Creek Public Improvements - TIF Developer Note #3, Payout #27			
ATTACHMENTS (PLEASE LIST)			
Finance Memo 2015-21, dated August 11, 2015			

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

Staff: Jeff Martynowicz/Finance Director Date: 08/11/2015



## Village of Bartlett Finance Department Memo 2015 - 21

**DATE:** August 11, 2015

**TO:** Valerie Salmons, Village Administrator

**FROM:** Jeff Martynowicz, Finance Director

**SUBJECT:** Brewster Creek TIF Developer Note #3 Payout #27

In November 2007, the Board authorized the Village to issue Developer Note #3, not to exceed \$10,400,000 to Elmhurst Chicago Stone for continuing the public improvements in the Brewster Creek TIF. Elmhurst Chicago Stone advances funds from their own sources and receives a note from the Village to get reimbursement if and when there is sufficient tax increment to do so and after all other TIF obligations are paid.

Attached are a resolution and several documents to approve the 27<sup>th</sup> development note #3 payout request for the Brewster Creek TIF development. The requested amount is \$836,800.00. The note requires the reimbursements to be in even increments of \$100. The total requested including this payout is \$4,059,900. The attachments are various documents required by the Village's redevelopment agreement. The attachments include:

1. Resolution Approving of Payment Request
2. Memorandum of Payment
3. Owner's Sworn Statement
4. Village Engineer letter concurring with Disbursement Request

Upon approval of the resolution, the note will be executed and the amount tracked for payment as increment becomes available.

**MOTION:** I move to approve Resolution Number 2015-\_\_\_\_\_ A Resolution Approving of Disbursement Request for Payout No. 27 from the Subordinate Lien Tax Increment Revenue Note, Series 2007 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

**RESOLUTION 2015- -R**

**A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 26 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2007 FOR THE ELMHURST CHICAGO STONE BARTLETT QUARRY REDEVELOPMENT PROJECT**

**WHEREAS**, pursuant to the Redevelopment Agreement dated as of November 1, 1999 between the Village and Elmhurst Chicago Stone Company ("ECS"), the Village agreed to issue subordinate lien tax increment revenue notes from which certain TIF eligible expenses related to the Bartlett Quarry Redevelopment Project (the "Project Costs") are to be reimbursed according to certain procedures for payment; and

**WHEREAS**, the Village passed an Ordinance providing for the issue of certain Subordinate Lien Tax Increment Revenue Notes, Series 2007, in an amount not to exceed \$10,400,000 (the "Series 2007 Subordinate Note"); and

**WHEREAS**, ECS has delivered to the Village its twenty-seventh Memorandum of Payment requesting that it be reimbursed the sum of \$836,800.00 in Project Costs for Payout No. 27 from the Subordinate Lien Tax Increment Revenue Note; and

**WHEREAS**, ECS has submitted an owner's sworn statement, general contractor's sworn statement, waivers of lien, invoices and other documentation (the "Supporting Documentation") in support of its twenty-seventh Memorandum of Payment request in accordance with Section 12-1 of the Redevelopment Agreement to support eligible Project Costs which documentation has been reviewed and approved by the Village Engineer, and he has concurred with the Developer's Engineer that the work has been completed and materials are in place as indicated by the twenty-seventh Memorandum of Payment request; and

**WHEREAS**, The Series 2007 Subordinate Note requires advances to be in even increments of \$100,

**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 Memorandum of Payment No. 27 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2007 Subordinate Note in the sum of \$836,800.00 is hereby approved.

**SECTION TWO: SEVERABILITY.** If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** August 18, 2015

**APPROVED:** August 18, 2015

---

Kevin Wallace, Village President

**ATTEST:**

---

Lorna Giles, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2015- R, enacted on August 18, 2015 and approved on August 18, 2015, as the same appeared from the official records of the Village of Bartlett.

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Lorna Giles, Village Clerk

## **DEVELOPER NOTE #3 MEMORANDUM OF PAYMENT NO. 27**

Pursuant to the **REDEVELOPMENT AND FINANCING AGREEMENT** (the "Agreement") between the **VILLAGE OF BARTLETT** (the "Village") and **ELMHURST-CHICAGO STONE COMPANY** (the "Developer"), dated November 4, 1999, the Developer hereby submits a signed Memorandum of Payment pursuant to Section 12-2 of said Agreement. Attached to this Memorandum of Payment is the following:

1. Documentation which authorizes and requests partial payment; and
2. Documentation which sets forth payments by the Developer of the invoices for which partial payments is being requested; and
3. Such other documentation as is required by Section 12-1.C of the Agreement.
4. Developer requests payment in the sum of \$836,800.00 bearing an interest rate at 9.0% per annum.

**ELMHURST-CHICAGO STONE COMPANY**

By: *Kenneth J. Palmer*

Dated: 8-10-15

**DEVELOPER NOTE #3  
OWNER'S SWORN STATEMENT TO CHICAGO TITLE INSURANCE COMPANY**

Commitment No.

Draw No. 27

State of Illinois, County of Du Page

THE AFFIANT, Kenneth J Lahner, being duly sworn on oath deposes and says that he is Vice President of Elmhurst Chicago Stone Company 400 West 1st Street, Elmhurst, IL 60126, owner for the premises in Du Page County, Illinois described on Exhibit A attached hereto

That, for the purposes of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of such persons, the amounts paid and the amount due or to become due to each.

NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Bryan E. Mraz & Associates 111 East Irving Park Road Roselle, IL 60172	Legal Fees	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00
Faermark, Mindel & Williams LLC 1900 South Highland - Suite 100 Lombard, IL 60148	Legal Fees	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00
Chapman & Cutler P O Box 71291 Chicago, IL 60694	Legal Fees	\$52,000.00	\$0.00	\$0.00	\$52,000.00	\$0.00	\$0.00
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Geotechnical Exploration	\$14,863.93	\$0.00	\$0.00	\$14,863.93	\$0.00	\$0.00
Village of Bartlett West Suburban Bank	Rounding	\$289.22	\$0.00	\$0.00	\$289.22	\$0.00	\$0.00
Encap, Inc 1709 Afton Road Sycamore, IL 60178	Wetlands Management	\$223,555.21	\$0.00	\$0.00	\$223,555.21	\$0.00	\$0.00
Planning Resources, Inc 402 West Liberty Drive Wheaton, IL 60187	Wetlands Monitoring	\$70,917.03	\$0.00	\$0.00	\$70,917.03	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Spitzer Road	\$2,188.05	\$0.00	\$0.00	\$2,188.05	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bike Path	\$95,715.00	\$0.00	\$0.00	\$95,715.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Fire Station	\$16,415.90	\$0.00	\$0.00	\$16,415.90	\$0.00	\$0.00
V3 Construction 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bike Path	\$3,442.41	\$0.00	\$0.00	\$3,442.41	\$0.00	\$0.00
V3 Construction 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Grade Spitzer Road at Fire Station	\$9,741.76	\$0.00	\$0.00	\$9,741.76	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Bartlett Quarry Professional Surveying	\$3,546.80	\$0.00	\$0.00	\$3,546.80	\$0.00	\$0.00
Lake County Grading Co, LLC P O Box L Libertyville, IL 60048	Lot 9E Mass Grading	\$245,943.80	\$0.00	\$0.00	\$245,943.80	\$0.00	\$0.00

NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Spitzer Road at Fire Station Paving	\$45,595.00	\$0.00	\$0.00	\$45,595.00	\$0.00	\$0.00
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Spitzer Road Paving	\$5,367.91	\$0.00	\$0.00	\$5,367.91	\$0.00	\$0.00
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Brewster Creek Blvd Ext	\$8,298.24	\$0.00	\$0.00	\$8,298.24	\$0.00	\$0.00
Plote Construction, Inc 1100 Brandt Drive Hoffman Estates, IL 60192	Brewster Creek Boulevard	\$381,263.38	\$0.00	\$0.00	\$381,263.38	\$0.00	\$0.00
Fleming's Landscape 1828 Arabian Avenue Naperville, IL 60565	Dania Frontage Tree & Seed	\$1,290.00	\$0.00	\$0.00	\$1,290.00	\$0.00	\$0.00
Com Ed C/O V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Electric Service Hardt & Humbracht	\$7,127.67	\$0.00	\$0.00	\$7,127.67	\$0.00	\$0.00
Landworks. Ltd 751 S. Bolingbrook Drive Link #17 Bolingbrook, IL 60440	Minador Wetlands Mitigation	\$107,589.34	\$0.00	\$0.00	\$107,589.34	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Repair Potholes and Fire Hydrant	\$3,978.50	\$0.00	\$0.00	\$3,978.50	\$0.00	\$0.00
La Fayette Home Nursery RR 1 Box 1A La Fayette, IL 61449	Controlled Burn of Wetland Slopes	\$7,950.00	\$0.00	\$0.00	\$7,950.00	\$0.00	\$0.00
Anchor Electric 291 East St Charles Road Carol Stream, IL 60188	Humbracht Circle Ext Street Lighting	\$72,152.39	\$0.00	\$0.00	\$72,152.39	\$0.00	\$0.00
R-Mark Wildlife Mgt P O Box 3992 St Charles, IL 60174	Muskrat & Beaver Control	\$4,075.00	\$0.00	\$0.00	\$4,075.00	\$0.00	\$0.00
Pizzo and Associates, Ltd P O Box 98 136 Railroad Street Leland, IL 60531	Wetlands Management	\$153,569.10	\$0.00	\$0.00	\$153,409.36	\$0.00	\$159.74
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Respread Topsoil on Wetland Slopes	\$2,185.00	\$0.00	\$0.00	\$2,185.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Topographic Mapping	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Brewster Creek Blvd Pavement Rehab	\$41,500.00	\$0.00	\$0.00	\$41,500.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Surveying Consulting Services	\$25,078.00	\$0.00	\$0.00	\$25,078.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Wetlands Parking	\$69,425.00	\$0.00	\$0.00	\$64,525.00	\$0.00	\$4,900.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9B	\$25,000.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$0.00
V3 Construction Group, Ltd 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Neenah Grates	\$4,315.68	\$0.00	\$0.00	\$4,315.68	\$0.00	\$0.00

NAME & ADDRESS	KIND OF WORK	AMT OF CONTRACT	EXTRAS TO CONTRACTS	RETENTION (INC. CURRENT)	NET OF PREVIOUS PAYMENTS	NET AMOUNT THIS PAYMENT	BALANCE TO BECOME DUE
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9B Mass Grading	\$449,822.50	\$0.00	\$0.00	\$449,822.50	\$0.00	\$0.00
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9B, 9G, 9H, & 9I Mass Grading	\$1,988,727.30	\$0.00	\$111,557.97	\$768,778.99	\$235,244.70	\$984,705.61
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	BCBP 2015 Mass Grading - Bidding, Final Engineering, Topographic Mapping for Lots 9B, 9G, 9H, 9I	\$58,000.00	\$0.00	\$0.00	\$58,000.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Brewster Creek Lot 9 Arco Murray - Bidding	\$10,750.00	\$0.00	\$0.00	\$10,750.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Brewster Creek Lot 9 Arco Murray - Final Engineering & Topographic Mapping	\$52,500.00	\$0.00	\$0.00	\$52,500.00	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	BCBP Lot 9 MG - Construction Management	\$80,000.00	\$0.00	\$0.00	\$50,000.00	\$15,000.00	\$15,000.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Wetlands Sanitary Sewer Grading	\$33,641.75	\$0.00	\$0.00	\$33,641.75	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9 Mass Grading	\$41,701.81	\$0.00	\$0.00	\$41,701.81	\$0.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Land Planning, Engineering & Surveying Services	\$4,170.00	\$0.00	\$0.00	\$4,170.00	\$0.00	\$0.00
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Lot 9B Mass Grading - Material Testing	\$34,300.00	\$0.00	\$0.00	\$14,157.50	\$0.00	\$20,142.50
Terracon Consultants, Inc 135 Ambassador Drive Naperville, IL 60540-3955	Lots 9B, 9G, 9H & 9I Mass Grading - Material Testing	\$61,060.00	\$0.00	\$0.00	\$18,457.00	\$11,211.00	\$31,392.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9 Basin Hydrologic Study and Grading Plan	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00
V3 Companies 7325 Janes Avenue - Suite 100 Woodridge, IL 60517	Lot 9 Basin Hydrologic Study and Grading Plan	\$125,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$100,000.00
Geo Services, Inc. 805 Amherst Ct, Ste 204 Naperville, IL 60565-3488	Material Testing Services	\$124,820.00	\$0.00	\$0.00	\$0.00	\$15,100.00	\$109,720.00
Martam Construction 1200 Gasket Drive Elgin, IL 60120	Lot 9C1 Mass Grading	\$2,976,085.75	\$0.00	\$58,356.18	\$0.00	\$525,205.58	\$2,450,880.17

AMOUNT OF ORIGINAL CONTRACT	\$7,774,958.43	WORK COMPLETED TO DATE	\$4,227,972.56
EXTRAS TO CONTRACT	\$0.00	LESS: 0.00% RETAINED	\$169,914.15
TOTAL CONTRACT AND EXTRAS	\$7,774,958.43	NET AMOUNT EARNED	\$4,058,058.41
CREDITS TO CONTRACT			
ADJUSTED TOTAL CONTRACT	\$7,774,958.43	NET PREVIOUSLY PAID	\$3,221,297.13
		NET AMOUNT OF THIS PAYMENT	\$836,761.28
		BALANCE TO BECOME DUE (Inc. Rete	\$3,716,900.02

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed 100% of the cost of work completed to date.

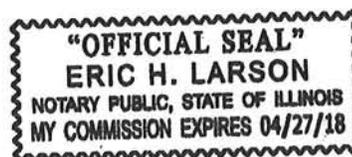
I agree to furnish Waivers of Lien for the material under my contract when demanded.

*Kenneth J Lahner*  
Kenneth J Lahner  
Vice President

Subscribed and sworn before me this 10th day of August, 2015.

The above sworn statement should be obtained by the owner before each and every payment

*Eric H. Larson*  
Eric H. Larson  
Notary



August 11, 2015

Mr. Jeff Martynowicz, Director of Finance

RE: DEVELOPER NOTE # 3 MEMORANDUM  
OF PAYMENT # 27 – RELATIVE TO THE  
REDEVELOPMENT AND FINANCING  
AGREEMENT BETWEEN THE VILLAGE  
OF BARTLETT AND ELMHURST CHICAGO  
STONE COMPANY

Dear Jeff:

We are herein submitting information relative to the above referenced payment request for the redevelopment of the Elmhurst Chicago Stone Company property in Bartlett. Included as part of the documentation is:

- The Developer Note # 3 Memorandum of Payment # 27 from Elmhurst Chicago Stone Company requesting payment in the amount of **\$ 836,800.00** to reimburse itself for monies spent on the project for the period of **JUNE 1, 2015** through **JUNE 30, 2015**;
- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

- Executed contracts, agreements for services and purchase orders;
- Contractor invoices, work completion and amounts paid or retained;
- Partial or final waivers of lien and sworn statements for each contractor or vendor receiving payment on this draw.

All documentation provided and reviewed meets the requirements of Section 12-1 of the Redevelopment and Financing Agreement between the Village of Bartlett and Elmhurst Chicago Stone Company.

We have also reviewed the certification of V3 Companies, Martam Construction, Geo Services, Inc. and Terracon Consultants stating that the work has been completed and materials are in place as indicated on the Developer Note # 3 Memorandum of Payment # 27. Based on periodic field observations and review of supporting documents submitted, we concur with the opinion of V3 Companies, Martam Construction, Geo Services, Inc. and Terracon Consultants that the work has been completed and materials are in place as indicated in the Developer Note # 3 Memorandum of Payment # 27, covered by the dates June 1, 2015 through June 30, 2015.

Please contact our office if there are any questions.

Bartlett Village Engineer

A handwritten signature in blue ink, appearing to read "Robert Allen".

Robert Allen, P.E.

cc: Todd Dowden, Finance Department  
Dan Dinges, P.E., Director of Public Works  
Kenneth Lahner, Elmhurst Chicago Stone Company  
Bryan Mraz, Village Attorney



## Agenda Item Executive Summary

Item Name 521 Ford Lane Committee or Board Village Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		
EXECUTIVE SUMMARY			
A request for an <b>AMPLIFIER PERMIT</b> to allow for a Disc Jockey and Live Band at 521 Ford Lane on Saturday, August 22 <sup>nd</sup> from 3:00 p.m. to 11:00 p.m.			
ATTACHMENTS (PLEASE LIST)			
Memo, Application, Location Map			

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion:  Move to approve an Amplifier Permit to allow for a disc jockey and live band at 521 Ford Lane on Saturday, August 22<sup>nd</sup> from 3:00 p.m. to 11:00 p.m.

Staff: Jim Plonczynski Date: 8/18/15

**COMMUNITY DEVELOPMENT MEMORANDUM**

**15-165**

**DATE:** July 31, 2015  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Amplifier Permit Request



---

Attached is the application from Manuel Lomeli and Arthur Speciale requesting approval for an amplifier permit to allow a Disc Jockey and Live Band as part of a Birthday Celebration. This event is scheduled to take place on Saturday, August 22, 2015 from 3:00 PM to 11:00 PM at 521 Ford Lane.

Attached as part of the Executive Summary for your review and consideration is a Village Board motion to approve the Amplifier Permit to conform with Village Ordinance 3-33-2: "Except as provided in subsections B and C, no licensee shall use, operate or employ any such device within the Village limits on Sunday, **or after the hour of eight o'clock (8:00) PM (prevailing time) of any day** or before the hour of eight o'clock (8:00) AM (prevailing time) of any day; no licensee shall use or operate or employ any such device within a radius of two (2) blocks from any hospital or within the radius of two (2) blocks of any church while services are being held therein."

# AMPLIFIER PERMIT APPLICATION

RECEIVED  
COMMUNITY DEVELOPMENT  
JUL 31 2015



**Village of Bartlett**  
Community Development Dept.  
228 S. Main Street  
Bartlett, IL 60103  
Ph: (630) 540-5940  
Fax: (630) 540-5436

E-mail: [CommunityDevelopment@vbartlett.org](mailto:CommunityDevelopment@vbartlett.org)  
Web: [www.village.bartlett.il.us](http://www.village.bartlett.il.us)

**For Office Use Only:**

Permit #: \_\_\_\_\_

Received: \_\_\_\_\_

(City Logo Stamp)

Village Board approval is required for those requests taking place: Mon-Sat. before 8:00 A.M. or after 8:00 P.M., and on Sundays (all day). **Not to exceed 11:00 P.M.**

**APPLICANT MUST COMPLETE AND SIGN APPLICATION**

**PERMIT APPLICANT:**  
 NAME: Manuel Lomeli ADDRESS: ART SPECIAL PHONE: 847-815-0059

ADDRESS OF EVENT: 521 FORD Lane Bartlett 847-815

**OWNER OF PROPERTY WHERE EVENT WILL BE HELD:**  
 NAME: Manuel Lomeli ADDRESS: 521 Ford Ln Bartlett PHONE: \_\_\_\_\_

DESCRIPTION OF EVENT: Birthday Party with live band

DAY, DATE, BEGINNING & ENDING TIME OF EVENT: SATURDAY August 22nd  
3pm - 11 pm

AMPLIFIER DEVICE BEING USED: (e.g. DJ, live band, stereo) DJ 3pm-7pm / Live Band 7pm-11pm

CONTRACTOR (if any): \_\_\_\_\_  
 NAME PHONE LICENSE #

(All Contractors/Electricians completing work on any portion of the project must be licensed with the Village of Bartlett).

SIGNATURE OF APPLICANT: Manuel Lomeli - [Signature]

SIGNATURE OF PROPERTY OWNER: Manuel Lomeli

**FOR OFFICE USE ONLY**

Zoning Dist.	FINAL INSPECTION DATE	ISSUED BY	TOTAL FEE 15.00
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# LOCATION MAP 521 FORD LANE





## Agenda Item Executive Summary

Item Name Hermann Ultrasonics Committee or Board Village Board

### BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

### EXECUTIVE SUMMARY

A request for an **AMPLIFIER PERMIT** to allow for a Live Band and Guests Speakers at Hermann Ultrasonics (1261 Hardt Circle) on Thursday, September 10<sup>th</sup> from 6:30 P.M. to 11:00 P.M.

### ATTACHMENTS (PLEASE LIST)

Memo, Application, Location Map

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion:  Move to approve an Amplifier Permit to allow for a live band and guest speakers at 1261 Hardt Circle for Herrmann Ultrasonics on Thursday, September 10<sup>th</sup> from 6:30 p.m. to 11:00 p.m.

Staff: Jim Plonczynski Date: 8/18/15

COMMUNITY DEVELOPMENT MEMORANDUM

15-164

**DATE:** July 30, 2015  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Amplifier Permit Request



---

Attached is the application from Herrmann Ultrasonics requesting approval for an amplifier permit to allow for a Live Band and Guest Speakers as part of their 25<sup>th</sup> Anniversary Celebration. This event is scheduled to take place on Thursday, September 10, 2015 from 6:30 PM to 11:00 PM at 1261 Hardt Circle (Behind the building).

Attached as part of the Executive Summary for your review and consideration is a Village Board motion to approve the Amplifier Permit to conform with Village Ordinance 3-33-2: "Except as provided in subsections B and C, no licensee shall use, operate or employ any such device within the Village limits on Sunday, **or after the hour of eight o'clock (8:00) PM (prevailing time) of any day** or before the hour of eight o'clock (8:00) AM (prevailing time) of any day; no licensee shall use or operate or employ any such device within a radius of two (2) blocks from any hospital or within the radius of two (2) blocks of any church while services are being held therein."

# AMPLIFIER PERMIT APPLICATION

**For Office Use Only:**  
**RECEIVED**  
 Permit #: **COMMUNITY DEVELOPMENT**  
 Received: **JUL 29 2015**  
 (Village Stamp)  
**VILLAGE OF BARTLETT**



**Village of Bartlett**  
 Community Development Dept.  
 228 S. Main Street  
 Bartlett, IL 60103  
 Ph: (630) 540-5940  
 Fax: (630) 540-5436  
 E-mail: [CommunityDevelopment@vbartlett.org](mailto:CommunityDevelopment@vbartlett.org)  
 Web: [www.village.bartlett.il.us](http://www.village.bartlett.il.us)

Village Board approval is required for those requests taking place: Mon-Sat. before 8:00 A.M. or after 8:00 P.M., and on Sundays (all day). **Not to exceed 11:00 P.M.**

**APPLICANT MUST COMPLETE AND SIGN APPLICATION**

**PERMIT APPLICANT:** HERRMANN ULTRASONICS  
CASSANDRA TRIBODEALI 1261 Hardt Circle 630-626-1639  
 NAME ADDRESS PHONE

**ADDRESS OF EVENT:** HERRMANN ULTRASONICS, 1261 Hardt Circle

**OWNER OF PROPERTY WHERE EVENT WILL BE HELD:** 630-626-  
HERRMANN ULTRASONICS, 1261 HARDT CIRCLE, BARTLETT 1626  
 NAME ADDRESS PHONE

**DESCRIPTION OF EVENT:** 25<sup>th</sup> Anniversary Celebration/ Dinner -  
tented event at rear of property

**DAY, DATE, BEGINNING & ENDING TIME OF EVENT:** Sept 10<sup>th</sup> - 6:30pm - 11pm

**AMPLIFIER DEVICE BEING USED:** (e.g. DJ, live band, stereo) live band, guest speakers

**CONTRACTOR (if any):** \_\_\_\_\_  
 NAME PHONE LICENSE #

(All Contractors/Electricians completing work on any portion of the project must be licensed with the Village of Bartlett).

**SIGNATURE OF APPLICANT:** Cassandra Tribodeali

**SIGNATURE OF PROPERTY OWNER:** [Signature]

**FOR OFFICE USE ONLY**

Zoning Dist.	FINAL INSPECTION DATE	ISSUED BY	TOTAL FEE 15.00
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**RECEIVED**  
**COMMUNITY DEVELOPMENT**

JUL 29 2015

**VILLAGE OF BARTLETT**

# LOCATION MAP





## Agenda Item Executive Summary

Item Name Bartlett Heritage Days

Committee  
or Board

Village Board

### BUDGET IMPACT

Amount: N/A

Budgeted

N/A

List what  
fund

N/A

### EXECUTIVE SUMMARY

A request for an **AMPLIFIER PERMIT** to allow for a Sound System, Disc Jockey and Live Band(s) for Bartlett Heritage Days at Derango Dental (104 S. Oak Ave.) and Banbury Fair (211 W. Railroad Ave.) on Friday, September 11<sup>th</sup> from 6:00 P.M. to 10:00 P.M. on Saturday, September 12<sup>th</sup> from 10:00 A.M. to 10:00 P.M. and Sunday, September 13<sup>th</sup> from 10:00 A.M. to 5:00 P.M.

### ATTACHMENTS (PLEASE LIST)

Memo, Application, Location Map

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion:  X  **Move to approve an Amplifier Permit to allow for a Sound System, Disc Jockey and Live Band(s) for Bartlett Heritage Days at 104 S. Oak Ave. (Derango Dental) and 211 W. Railroad Ave. (Banbury Fair) on Friday, September 11<sup>th</sup> from 6:00 P.M. to 10:00 P.M. on Saturday, September 12<sup>th</sup> from 10:00 A.M. to 10:00 P.M. and Sunday, September 13<sup>th</sup> from 10:00 A.M. to 5:00 P.M.**

Staff:

Jim Plonczynski

Date:

8/18/15

COMMUNITY DEVELOPMENT MEMORANDUM

15-163

**DATE:** July 30, 2015  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Amplifier Permit Request

---

Attached is the application from Rosanne Derango requesting approval for a permit to operate amplifiers for a Disc Jockey, Live Band and Sound System for Bartlett Heritage Days at Derango Dental, 104 S. Oak Ave and Banbury Fair, 211 W. Railroad Ave. This event is scheduled to take place on Friday, September 11<sup>th</sup> from 6:00 P.M. to 10:00 P.M., Saturday, September 12<sup>th</sup> from 10:00 A.M. to 10:00 P.M. and Sunday, September 13<sup>th</sup> from 10:00 A.M. to 5:00 P.M., 2015.

Attached as part of the Executive Summary for your review and consideration is a Village Board motion to approve the Amplifier Permit to conform with Village Ordinance 3-22-2(A) "Except as provided in subsections B and C... no licensee shall use, operate or employ any such device within the Village limits **on Sunday, or after the hour of eight o'clock (8:00) P.M. to the hour of eleven o'clock (11:00) P.M. (prevailing time) of any day** or before the hour of eight o'clock (8:00) A.M. (prevailing time) of any day without the approval of the Bartlett Village Board; no licensee shall use or operate or employ any such device within the radius of two (2) blocks from any hospital or within the radius of two (2) blocks of any church while services are being held therein."

**AMPLIFIER PERMIT APPLICATION**

**For Office Use Only:**  
 Permit #: RECEIVED  
 Received: **COMMUNITY DEVELOPMENT**  
 (Village) Stamp  
 SEP 22 2015



**Village of Bartlett**  
 Community Development Dept.  
 228 S. Main Street  
 Bartlett, IL 60103  
 Ph: (630) 540-5940  
 Fax: (630) 540-5436  
 E-mail: [CommunityDevelopment@vbartlett.org](mailto:CommunityDevelopment@vbartlett.org)  
 Web: [www.village.bartlett.il.us](http://www.village.bartlett.il.us)

**VILLAGE OF BARTLETT**

Village Board approval is required for those requests taking place: Mon-Sat. before 8:00 A.M. or after 8:00 P.M., and on Sundays (all day). **Not to exceed 11:00 P.M.**

**APPLICANT MUST COMPLETE AND SIGN APPLICATION**

**PERMIT APPLICANT:** Bartlett Heritage Day % 104 S. Oak Av. Bartlett, IL 60103  
 NAME ADDRESS PHONE

**ADDRESS OF EVENT:** Bartlett Park, Derango Family Dental, Banbury Fair, Town Center (maybe)

**OWNER OF PROPERTY WHERE EVENT WILL BE HELD:** See above, Rosanne + Rj Derango Bruce + Jan Suttner  
 NAME ADDRESS PHONE

**DESCRIPTION OF EVENT:** Downtown Bartlett area festival. 6th year.

**DAY, DATE, BEGINNING & ENDING TIME OF EVENT:** Sat 10-10  
Friday Sept 11 (6-10) → Sunday Sept 13th (10-5) - music live on Sat at Banbury

**AMPLIFIER DEVICE BEING USED:** (e.g. DJ, live band, stereo) live bands, DJ (Banbury), amplified music (car show)

**CONTRACTOR (if any):** None  
 NAME PHONE LICENSE #

(All Contractors/Electricians completing work on any portion of the project must be licensed with the Village of Bartlett).

**SIGNATURE OF APPLICANT:** [Signature]

**SIGNATURE OF PROPERTY OWNER:** [Signature]

**FOR OFFICE USE ONLY**

Zoning Dist.	FINAL INSPECTION DATE	ISSUED BY	TOTAL FEE 15.00
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# LOCATION MAP





## Agenda Item Executive Summary

Item Name 521 Ford Lane

Committee  
or Board

Village Board

### BUDGET IMPACT

Amount: N/A

Budgeted

N/A

List what  
fund

N/A

### EXECUTIVE SUMMARY

A request for an **AMPLIFIER PERMIT** to allow for a Disc Jockey and Live Band at 521 Ford Lane on Saturday, August 22<sup>nd</sup> from 3:00 p.m. to 11:00 p.m.

### ATTACHMENTS (PLEASE LIST)

Memo, Application, Location Map

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion: X Move to approve an Amplifier Permit to allow for a disc jockey and live band at 521 Ford Lane on Saturday, August 22<sup>nd</sup> from 3:00 p.m. to 11:00 p.m.

Staff: Jim Plonczynski

Date:

8/18/15

**COMMUNITY DEVELOPMENT MEMORANDUM**

**15-165**

**DATE:** July 31, 2015  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Amplifier Permit Request



---

Attached is the application from Manuel Lomeli and Arthur Speciale requesting approval for an amplifier permit to allow a Disc Jockey and Live Band as part of a Birthday Celebration. This event is scheduled to take place on Saturday, August 22, 2015 from 3:00 PM to 11:00 PM at 521 Ford Lane.

Attached as part of the Executive Summary for your review and consideration is a Village Board motion to approve the Amplifier Permit to conform with Village Ordinance 3-33-2: "Except as provided in subsections B and C, no licensee shall use, operate or employ any such device within the Village limits on Sunday, **or after the hour of eight o'clock (8:00) PM (prevailing time) of any day** or before the hour of eight o'clock (8:00) AM (prevailing time) of any day; no licensee shall use or operate or employ any such device within a radius of two (2) blocks from any hospital or within the radius of two (2) blocks of any church while services are being held therein."

# AMPLIFIER PERMIT APPLICATION

RECEIVED  
COMMUNITY DEVELOPMENT  
JUL 31 2015



**Village of Bartlett**  
Community Development Dept.  
228 S. Main Street  
Bartlett, IL 60103  
Ph: (630) 540-5940  
Fax: (630) 540-5436

E-mail: [CommunityDevelopment@vbartlett.org](mailto:CommunityDevelopment@vbartlett.org)  
Web: [www.village.bartlett.il.us](http://www.village.bartlett.il.us)

<b>For Office Use Only:</b>	
Permit #: _____	
Received: _____	

Village Board approval is required for those requests taking place: Mon-Sat. before 8:00 A.M. or after 8:00 P.M., and on Sundays (all day). **Not to exceed 11:00 P.M.**

**APPLICANT MUST COMPLETE AND SIGN APPLICATION**

**PERMIT APPLICANT:**  
NAME: Manuel Lomeli ADDRESS: ART SPECIAL PHONE: 847-815-0059

ADDRESS OF EVENT: 521 FORD Lane Bartlett

**OWNER OF PROPERTY WHERE EVENT WILL BE HELD:**  
NAME: Manuel Lomeli ADDRESS: 521 Ford Ln Bartlett PHONE: 847-815

DESCRIPTION OF EVENT: Birthday Party with live band

DAY, DATE, BEGINNING & ENDING TIME OF EVENT: SATURDAY August 22nd  
3pm - 11pm

AMPLIFIER DEVICE BEING USED: (e.g. DJ, live band, stereo) DJ 3pm-7pm / Live Band 7pm-11pm

CONTRACTOR (if any): \_\_\_\_\_  
NAME PHONE LICENSE #

(All Contractors/Electricians completing work on any portion of the project must be licensed with the Village of Bartlett).

SIGNATURE OF APPLICANT: Manuel Lomeli - [Signature]

SIGNATURE OF PROPERTY OWNER: Manuel Lomeli

**FOR OFFICE USE ONLY**

Zoning Dist.	FINAL INSPECTION DATE	ISSUED BY	TOTAL FEE 15.00
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# LOCATION MAP 521 FORD LANE





## Agenda Item Executive Summary

Item Name Hermann Ultrasonics Committee or Board Village Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		
EXECUTIVE SUMMARY			
A request for an <b>AMPLIFIER PERMIT</b> to allow for a Live Band and Guests Speakers at Hermann Ultrasonics (1261 Hardt Circle) on Thursday, September 10 <sup>th</sup> from 6:30 P.M. to 11:00 P.M.			
ATTACHMENTS (PLEASE LIST)			
Memo, Application, Location Map			

**ACTION REQUESTED**

For Discussion Only \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion:  X  **Move to approve an Amplifier Permit to allow for a live band and guest speakers at 1261 Hardt Circle for Herrmann Ultrasonics on Thursday, September 10<sup>th</sup> from 6:30 p.m. to 11:00 p.m.**

Staff: Jim Plonczynski Date: 8/18/15

**COMMUNITY DEVELOPMENT MEMORANDUM**

**15-164**

**DATE:** July 30, 2015  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Amplifier Permit Request

---

Attached is the application from Herrmann Ultrasonics requesting approval for an amplifier permit to allow for a Live Band and Guest Speakers as part of their 25<sup>th</sup> Anniversary Celebration. This event is scheduled to take place on Thursday, September 10, 2015 from 6:30 PM to 11:00 PM at 1261 Hardt Circle (Behind the building).

Attached as part of the Executive Summary for your review and consideration is a Village Board motion to approve the Amplifier Permit to conform with Village Ordinance 3-33-2: "Except as provided in subsections B and C, no licensee shall use, operate or employ any such device within the Village limits on Sunday, **or after the hour of eight o'clock (8:00) PM (prevailing time) of any day** or before the hour of eight o'clock (8:00) AM (prevailing time) of any day; no licensee shall use or operate or employ any such device within a radius of two (2) blocks from any hospital or within the radius of two (2) blocks of any church while services are being held therein."

# AMPLIFIER PERMIT APPLICATION

For Office Use Only:  
**RECEIVED**  
**COMMUNITY DEVELOPMENT**  
 Permit #:  
 Received: **JUL 29 2015**  
 (Village Stamp)  
**VILLAGE OF BARTLETT**



**Village of Bartlett**  
 Community Development Dept.  
 228 S. Main Street  
 Bartlett, IL 60103  
 Ph: (630) 540-5940  
 Fax: (630) 540-5436  
 E-mail: [CommunityDevelopment@vbartlett.org](mailto:CommunityDevelopment@vbartlett.org)  
 Web: [www.village.bartlett.il.us](http://www.village.bartlett.il.us)

Village Board approval is required for those requests taking place: Mon-Sat. before 8:00 A.M. or after 8:00 P.M., and on Sundays (all day). **Not to exceed 11:00 P.M.**

**APPLICANT MUST COMPLETE AND SIGN APPLICATION**

**PERMIT APPLICANT:** HERRMANN ULTRASONICS  
CASSANDRA THIBODEAU 1261 Hardt Circle 630-626-1639  
 NAME ADDRESS PHONE

**ADDRESS OF EVENT:** HERRMANN ULTRASONICS, 1261 Hardt Circle

**OWNER OF PROPERTY WHERE EVENT WILL BE HELD:** 630-626-  
HERRMANN ULTRASONICS, 1261 HARDT CIRCLE, BARTLETT 1626  
 NAME ADDRESS PHONE

**DESCRIPTION OF EVENT:** 25<sup>th</sup> Anniversary Celebration/ Dinner -  
tented event at rear of property

**DAY, DATE, BEGINNING & ENDING TIME OF EVENT:** Sept 10<sup>th</sup> - 6:30pm - 11pm

**AMPLIFIER DEVICE BEING USED:** (e.g. DJ, live band, stereo) live band, guest speakers

**CONTRACTOR (if any):** \_\_\_\_\_  
 NAME PHONE LICENSE #

(All Contractors/Electricians completing work on any portion of the project must be licensed with the Village of Bartlett).

**SIGNATURE OF APPLICANT:** Cassandra Thibodeau

**SIGNATURE OF PROPERTY OWNER:** [Signature]

**FOR OFFICE USE ONLY**

Zoning Dist.	FINAL INSPECTION DATE	ISSUED BY	<b>TOTAL FEE 15.00</b>
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**RECEIVED**  
**COMMUNITY DEVELOPMENT**  
**JUL 29 2015**  
**VILLAGE OF BARTLETT**

# LOCATION MAP





## Agenda Item Executive Summary

Item Name Bartlett Heritage Days Committee or Board Village Board

### BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

### EXECUTIVE SUMMARY

A request for an **AMPLIFIER PERMIT** to allow for a Sound System, Disc Jockey and Live Band(s) for Bartlett Heritage Days at Derango Dental (104 S. Oak Ave.) and Banbury Fair (211 W. Railroad Ave.) on Friday, September 11<sup>th</sup> from 6:00 P.M. to 10:00 P.M. on Saturday, September 12<sup>th</sup> from 10:00 A.M. to 10:00 P.M. and Sunday, September 13<sup>th</sup> from 10:00 A.M. to 5:00 P.M.

### ATTACHMENTS (PLEASE LIST)

Memo, Application, Location Map

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion: X **Move to approve an Amplifier Permit to allow for a Sound System, Disc Jockey and Live Band(s) for Bartlett Heritage Days at 104 S. Oak Ave. (Derango Dental) and 211 W. Railroad Ave. (Banbury Fair) on Friday, September 11<sup>th</sup> from 6:00 P.M. to 10:00 P.M. on Saturday, September 12<sup>th</sup> from 10:00 A.M. to 10:00 P.M. and Sunday, September 13<sup>th</sup> from 10:00 A.M. to 5:00 P.M.**

Staff: Jim Plonczynski Date: 8/18/15

**COMMUNITY DEVELOPMENT MEMORANDUM**

**15-163**

**DATE:** July 30, 2015  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Amplifier Permit Request

---

Attached is the application from Rosanne Derango requesting approval for a permit to operate amplifiers for a Disc Jockey, Live Band and Sound System for Bartlett Heritage Days at Derango Dental, 104 S. Oak Ave and Banbury Fair, 211 W. Railroad Ave. This event is scheduled to take place on Friday, September 11<sup>th</sup> from 6:00 P.M. to 10:00 P.M., Saturday, September 12<sup>th</sup> from 10:00 A.M. to 10:00 P.M. and Sunday, September 13<sup>th</sup> from 10:00 A.M. to 5:00 P.M., 2015.

Attached as part of the Executive Summary for your review and consideration is a Village Board motion to approve the Amplifier Permit to conform with Village Ordinance 3-22-2(A) "Except as provided in subsections B and C... no licensee shall use, operate or employ any such device within the Village limits **on Sunday, or after the hour of eight o'clock (8:00) P.M. to the hour of eleven o'clock (11:00) P.M. (prevailing time) of any day** or before the hour of eight o'clock (8:00) A.M. (prevailing time) of any day without the approval of the Bartlett Village Board; no licensee shall use or operate or employ any such device within the radius of two (2) blocks from any hospital or within the radius of two (2) blocks of any church while services are being held therein."

**AMPLIFIER PERMIT APPLICATION**

**For Office Use Only:**  
 Permit #: RECEIVED  
 Received: **COMMUNITY DEVELOPMENT**  
 (Village) Stamp  
 JUL 22 2015



**Village of Bartlett**  
 Community Development Dept.  
 228 S. Main Street  
 Bartlett, IL 60103  
 Ph: (630) 540-5940  
 Fax: (630) 540-5436  
 E-mail: [CommunityDevelopment@vbartlett.org](mailto:CommunityDevelopment@vbartlett.org)  
 Web: [www.village.bartlett.il.us](http://www.village.bartlett.il.us)

**VILLAGE OF BARTLETT**

Village Board approval is required for those requests taking place: Mon-Sat. before 8:00 A.M. or after 8:00 P.M., and on Sundays (all day). **Not to exceed 11:00 P.M.**

**APPLICANT MUST COMPLETE AND SIGN APPLICATION**

**PERMIT APPLICANT:** Bartlett Heritage Days % 104 S. Oak Av. Bartlett, IL 60103  
 NAME ADDRESS PHONE

**ADDRESS OF EVENT:** Bartlett Park, Town Center (maybe)  
 Derango Family Dental, Banbury Fair

**OWNER OF PROPERTY WHERE EVENT WILL BE HELD:** See above, Rosanne + Rj Derango  
 Bruce + Jan Suttler  
 NAME ADDRESS PHONE

**DESCRIPTION OF EVENT:** Downtown Bartlett area festival.  
6th year.

**DAY, DATE, BEGINNING & ENDING TIME OF EVENT:** Sat 10-10  
Friday Sept 11 (6-10) → Sunday Sept 13th (10-5) - music live on Sat at Banbury

**AMPLIFIER DEVICE BEING USED:** (e.g. DJ, live band, stereo) live bands, DJ (Banbury), amplified music (Car show)

**CONTRACTOR (if any):** None  
 NAME PHONE LICENSE #

(All Contractors/Electricians completing work on any portion of the project must be licensed with the Village of Bartlett).

**SIGNATURE OF APPLICANT:** [Signature]

**SIGNATURE OF PROPERTY OWNER:** [Signature]

**FOR OFFICE USE ONLY**

Zoning Dist.	FINAL INSPECTION DATE	ISSUED BY	TOTAL FEE 15.00
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# LOCATION MAP





## Agenda Item Executive Summary

Item Name	Resolution Approving Williams Architects - Police	Committee or Board	Board
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### BUDGET IMPACT

<i>Amount:</i>	Phase 1 \$8,900 Phase 2 \$25,600 - 29,000	<i>Budgeted</i>	yes
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<i>List what fund</i>	Municipal Building Fund
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### EXECUTIVE SUMMARY

#### **A Resolution to approve a contract between the Village of Bartlett and Williams Architects.**

The Village Board reviewed the proposal from Williams Architects during the Committee of the Whole Meeting on July 21, 2015 and moved to place it on the Village Board Meeting Agenda scheduled for August 18, 2015.

On April 1, 2015, the Village published a Request for Qualifications (RFQ) for architectural services. Services requested were broken down into three phases. Phase 1 of the project is the space needs analysis phase. Phase 2 of the project is the facility evaluation and options study.

There is no commitment to move beyond Phase 2, however if after their review of the Phase 1 and Phase 2 reports the Village Board wishes to continue to Phase 3, design and construction for the renovation/addition to the existing police facility or construction of a new police facility, the needs assessment and facility evaluation and options study will be used as a foundation to determine the site options and building layouts.

We received a total of thirteen responses to the initial RFQ. A selection committee reviewed each submittal and narrowed the number of firms to four for the interview phase. The four companies selected for interviews were: CORDOGANCLARK, Dewberry, FGM Architects, and Williams Architects.

The committee unanimously selected Williams Architects as the firm to recommend for a contract to complete Phase 1 (Space Needs Analysis) and Phase 2 (Facility Evaluation and Options Study) as listed in the RFQ.

A proposal from Williams Architects for Phase 1 and Phase 2 of the Phased Architectural Services as stated in the police department's RFQ is attached for your consideration. The costs for each phase are broken down separately. Phase 1 will cost \$8,900 and Phase 2 will cost \$25,600. There are additional reimbursable expenses estimated to be a maximum of \$3,400. The study is expected to take approximately three months.

**Staff is requesting a Resolution approving of the contract between the Village of Bartlett and Williams Architects for a Space Needs Analysis and Facility Evaluation and Options Study Regarding the Bartlett Police Station be forwarded to the Village Board for a final vote.**

**ATTACHMENTS (PLEASE LIST)**

Police Department Memo  
Proposal from Williams Architects  
Resolution 2015-\_\_\_\_  
Motion

**ACTION REQUESTED**

For Discussion Only \_\_\_\_\_  
Resolution  \_\_\_\_\_  
Ordinance \_\_\_\_\_

**Motion: I move to approve Resolution 2015-\_\_\_\_\_, a Resolution Approving of the Contract Between the Village of Bartlett and Williams Architects for a Space Needs Analysis and Facility Evaluation and Options Study Regarding the Bartlett Police Station.**

Staff: Kent Williams, Chief of Police Date: August 10, 2015  
Patrick Ullrich, Deputy Chief of Police

**Motion: I move to approve Resolution 2015-\_\_\_\_\_, a Resolution Approving of the Contract Between the Village of Bartlett and Williams Architects for a Space Needs Analysis and Facility Evaluation and Options Study Regarding the Bartlett Police Station.**

**POLICE DEPARTMENT MEMORANDUM**  
**15-53**

DATE: August 11, 2015  
TO: Valerie L. Salmons, Village Administrator  
FROM: Kent Williams, Chief of Police  
RE: Contract Proposal from Williams Architects

The Village Board reviewed the proposal from Williams Architects during the Committee of the Whole Meeting on July 21, 2015 and moved to place it on the Village Board Meeting Agenda scheduled for August 18, 2015.

On April 1, 2015, the Village published a Request for Qualifications (RFQ) for architectural services. Services requested were broken down into three phases. Phase 1 of the project is the space needs analysis phase. This phase includes evaluating the existing conditions of the Police Department and completing a needs assessment. The assessment will deliver a summary of the potentially needed space and recommended size range. A final space needs program report will also be provided to outline specific spaces and total building areas for current conditions as well as estimates for the future.

Phase 2 of the project is the facility evaluation and options study. This phase includes an analysis of the condition of the existing police facility by the architect and its consulting structural, mechanical, electrical, civil and plumbing engineers and includes a written report of the findings, including cost estimates for renovations and/or any required repairs and site-related construction. Multiple site and building layout concepts that seek to fulfill the department's needs will be provided. Final draft site and building plan layouts will be prepared and provided, along with a project budget and potential construction phasing approach.

There is no commitment to move beyond Phase 2. However, if after its review of the Phase 1 and Phase 2 reports, the Village Board wishes to continue to Phase 3 (Design and Construction for the Renovation/Addition to the Existing Police Facility or Construction of a New Police Facility), the needs assessment and the facility evaluation and options study will be used as a foundation to determine the site options and building layouts. The Village is under no obligation to proceed to Phase 3.

We received a total of thirteen responses to the initial RFQ. A selection committee consisting of Chief of Police Kent Williams, Deputy Chiefs Joseph Leonas and Patrick Ullrich, Public Works Director Dan Dinges and Assistant Village Administrator Paula Schumacher reviewed each submittal and narrowed the number of firms to four for the interview phase. The four companies selected for interviews were: CORDOGANCLARK, Dewberry, FGM Architects, and Williams Architects. These companies were provided tours of the Police Department.

Each of the four companies was evaluated by the committee on the basis of their presentation, the qualifications of the firm and general reputation, qualifications of their staff, prior experience on similar types of projects, and related experiences of the project team.

The committee met and unanimously selected Williams Architects as the firm to recommend for a contract to complete Phase 1 (Space Needs Analysis) and Phase 2 (Facility Evaluation and Options Study) as listed in the RFQ.

Overall, the committee was impressed with Williams Architects' presentation, specifically related to the following areas:

- Willingness to involve all stakeholders throughout the process
- Response to the ways in which they minimize change orders
- Ideas for preserving the department's culture in the design of the building
- Involvement of their staff (including president and vice president) throughout the process
- Providing a "cost of doing nothing" analysis as part of their report
- Ideas for potential expansion & renovation or new building on the current site
- Designing the building according to the workflow of staff (patrol, detectives, etc.)
- Desire to limit constructing one to two police departments per year to ensure customization and attention to the projects
- Municipal experience over the last 40 years of the firm's existence
- Commitment to listening to the customer, which was demonstrated throughout their presentation
- Knowledge of Bartlett and experience in Bartlett

Members of the selection committee contacted Williams Architects' references and received positive feedback. Each of the references stated they were very pleased with Williams' work and would hire the firm again.

A contract with Williams Architects for Phase 1 and Phase 2 of the Phased Architectural Services as stated in the police department's RFQ is attached for your consideration. The costs for each phase are broken down separately. Phase 1 will cost \$8,900 and Phase 2 will cost \$25,600. There are additional reimbursable expenses estimated to be a maximum of \$3,400. The study is expected to take approximately three months from the time the contract is signed.

**RESOLUTION 2015 - \_\_\_\_\_**

**A RESOLUTION APPROVING OF THE CONTRACT BETWEEN THE  
VILLAGE OF BARTLETT AND WILLIAMS ARCHITECTS FOR A SPACE  
NEEDS ANALYSIS AND FACILITY EVALUATION AND OPTIONS STUDY  
REGARDING THE BARTLETT POLICE STATION**

---

**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 Contract for a Space Needs Analysis and Facility Evaluation and Options Study dated August 18, 2015, between Williams Architects and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: August 18, 2015

APPROVED: August 18, 2015

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giles, Village Clerk

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2015 - \_\_\_\_\_ enacted on August 18, 2015, and approved on August 18, 2015, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk

26 June 2015

Patrick Ullrich  
Deputy Chief, Operations  
Bartlett Police Department  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

Re: Space Needs Analysis and Facility Evaluation and Options Study  
Bartlett Police Station  
Williams Architects Proposed Services

Dear Deputy Chief Patrick:

Williams Architects is excited and grateful to have been selected by the Village of Bartlett for this most important study! We have responded below with our recommended scope of services and their associated fees based upon the Village's Request for Qualifications and the clarifications you have provided. Please review so we can refine our scope and fees to best match the Village's goals.

#### **PROJECT KICK-OFF / DATA COLLECTION / FACILITIES TOUR**

- Review project history, Village goals and project schedule.
- Identify the Project Team and prepare a Project Directory.
- Receive and review all existing conditions drawings and maintenance, staffing, village growth, police call volume, etc. data provided by the Village with respect to the Project and meet with key staff to gather additional input.
- Define overall expectations and necessary tasks and responsibilities.
- Develop detailed work plan and project schedule.
- Evaluate Program and overall project parameters.
- Conduct tour of 2–3 recent and well-designed police stations with the group of involved police staff.

#### **EXISTING CONDITIONS ANALYSIS**

- Tour the existing facility with our civil, mechanical, electrical and plumbing engineers and provide a written report of our findings, including cost estimates, for renovations and/or any required repairs and site-related construction.
- Review facility for general conformance to building codes, ADA, Illinois lock-up standards and CALEA requirements.
- Determine any general civil, mechanical, electrical and plumbing deficiencies.
- Provide an overview of the current facility as it relates to current code requirements.
- Compare features of the existing facility to current trends in police facilities.



## PROGRAMMING / NEEDS ASSESSMENT

- Review the Village provided current police staffing and the estimated changes in the next 10 to 20 years.
- Prepare space needs questionnaires for each police department function that incorporates the Village estimated current and future staffing levels.
- Provide them for distribution to the appropriate police staff and assist with explanations as may be needed to help staff understand how to provide the requested information.
- Review the completed questionnaires and interview each person or group that filled them out to discuss and understand the information requested and the expected space needs.
- Prepare a draft space program that lists each potentially needed space along with its recommended size range. This program to factor in the common spaces and indicate the potential total gross area of the building.
- This to reviewed with the police and village leadership staff to review and target the current and future space needs for the department.
- Process concludes with a final space program that shows the space by space and total building areas for the current, 10 year and 20 year estimated space needs that are to be reviewed and approved by staff.

## CONCEPTUAL PLANNING

- Review results of the existing conditions study and space programming. Discuss the existing building and site's constraints and opportunities. Review potential phasing approaches and options for the police department to maintain their services throughout the construction phase(s). Brainstorm renovation, addition, partial demolition and other options that could provide the current and future needed spaces and functionality.
- Prepare multiple site and building layout concepts that seek to fulfill the department's needs.
- Meet with staff to review, discuss, debate and critic the concepts and find the better ideas to further develop and refine,
- Rework and refine the better concepts and meet with staff again to repeat the review process and select the best concepts for final refinement and budgeting.
- Refine the best concepts and prepare project budgets.
- Meet with staff to review and discuss construction phasing and approach to meeting the long term needs.
- Prepare the final draft site and building plan layouts along with project budget, schedule, construction phasing approach and likely long term future improvements.
- Review and determine any final refinements and documents needed for public/Board presentation.
- Present, review, discuss and debate the findings, options, budgets and recommendations with the Board and the public. Receive the Board's directions.
- Refine the documents based upon the Board's directions and prepare the executive summary and the final draft study notebook for review, comment, correction and approval by staff.
- Provide a draft, owner architect, basic services agreement for the project as directed by the Village.

## DELIVERABLES

- A. Notebook that contains the existing conditions reports, space programs, colored site and floor plan diagrams for the chosen options, project budgets, phasing recommendations and executive summary.

## PLANNING SCHEDULE

- A. Study expected to take approximately 3 months with timely Village decisions and requested data.
- B. Detailed meeting matrix that will list each meeting, agenda and completion date to be developed after the kick-off meeting.

## SERVICES THAT ARE NOT INCLUDED:

- 1. Measuring the building or site
- 2. Involvement of structural engineering consulting services.
- 3. Site surveying, soil borings, and materials testing.
- 4. Environmental review, investigation or testing.
- 5. Review and/or planning of other sites
- 6. Detailed cost estimating.
- 7. Invasive or detailed review of the existing conditions.
- 8. Detailed review (itemized) for compliance with the ADA or State of Illinois Handicapped Accessibility requirements and other code requirements.
- 9. Exterior elevation design or detailed floor plan development.

## FEES AND COSTS

- 1. For the existing facility investigation by WA and the civil and MEP engineers, the services are to be provided on a lump sum basis of Eight Thousand Nine Hundred Dollars (\$8,900).
- 2. For the remainder of the services listed above, including the space programming, concept development, site and floor plan diagrams, project budgeting, staff meetings, presentation and final report, the services to be provided on a lump sum basis of Twenty Five Thousand Six Hundred Dollars (\$25,600).
- 3. Reimbursable expenses (times a 1.15 multiplier) for all directly related project expenses to a maximum of Three thousand Four Hundred Dollars (\$3,400).

## OPTIONAL ADDITIONAL SERVICES

- 1. To investigate additional sites (existing building review not expected or included), including civil engineering review, site planning, budgeting and drawings for inclusion amongst the options for consideration by staff and the Board, the services to be provided on a lump sum basis of Nine Thousand Nine Hundred Dollars (\$9,900) for each additional site.
- 2. For any other owner requested additional services, that are approved in writing, shall be provided on an hourly basis from the rate table below:

**2015/2016**  
**WILLIAMS ARCHITECTS**  
**RATE TABLE**

Principal II .....	\$ 208.00/Hour
Principal I .....	\$ 191.00/Hour

Associate Principal.....	\$ 177.00/Hour
Senior Associate/Senior Project Mgr.....	\$ 171.00/Hour
Associate / Project Manager .....	\$ 156.00/Hour
Architect III.....	\$ 138.00/Hour
Architect II.....	\$ 127.00/Hour
Architect I.....	\$ 114.00/Hour
Project Coordinator IV.....	\$ 104.00/Hour
Project Coordinator III .....	\$ 95.00/Hour
Project Coordinator II.....	\$ 81.00/Hour
Project Coordinator I.....	\$ 70.00/Hour
Project Technician II.....	\$ 53.00/Hour
Project Technician I .....	\$ 42.00/Hour
Aquatic Engineer II.....	\$ 164.00/Hour
Aquatic Engineer I.....	\$ 125.00/Hour
Director of Marketing.....	\$ 153.00/Hour
Marketing Coordinator .....	\$ 111.00/Hour
Accounting.....	\$ 147.00/Hour
Secretarial.....	\$ 104.00/Hour
Clerical.....	\$ 74.00/Hour
Director of Interior Design .....	\$ 140.00/Hour
Interior Designer V.....	\$ 109.00/Hour
Interior Designer IV .....	\$ 91.00/Hour
Interior Designer III .....	\$ 72.00/Hour
Interior Designer II .....	\$ 60.00/Hour
Interior Designer I .....	\$ 43.00/Hour

Mark Bushhouse shall lead the planning effort and be supported by Scott Lange and other design professionals at Williams Architects, W-T Engineering and a civil engineer to be selected by WA and approved by the owner.

The owner shall be invoiced on a monthly basis for the work that is completed in the prior month. Payments to be made in compliance with the Illinois local government prompt payment act. Architects standard of care shall be in keeping with the AIA standard contract language.

Thank you again for this opportunity to assist the Village of Bartlett with this important planning study to determine the best approach to meet the Department's current and long term facility needs!

Cordially,



Mark S. Bushhouse, AIA  
President

The Village of Bartlett hereby accepts the terms and conditions indicated above and authorizes Williams Architects to begin their services immediately:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



## Agenda Item Executive Summary

Item Name    U-46 Student Resource Officer Contract 2015-16    Committee or Board    Village Board

### BUDGET IMPACT

Amount:    N/A

Budgeted    N/A

List what fund    N/A

### EXECUTIVE SUMMARY

U-46 provides us with reimbursement in exchange for assigning two officers to the Middle and High Schools per our 2015-16 contract.

### ATTACHMENTS (PLEASE LIST)

Memorandum requesting this item be placed on the Agenda, the Resolution and the U-46 2015-16 Contract.

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution   X  

Ordinance \_\_\_\_\_

Motion:

Proclamation \_\_\_\_\_

Staff: \_\_\_\_\_

Date: \_\_\_\_\_

**POLICE DEPARTMENT MEMORANDUM  
15-50**

**DATE:** July 31, 2015  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Kent F.A. Williams, Chief of Police  
**RE:** Updated School District U-46 Bartlett School Resource Officer Contract

Attached please find the 2015-16 School District U-46 school resource officer contract. As you are aware, U-46 provides us with reimbursement in exchange for assigning two officers to the Middle and High Schools. Either side may terminate the agreement with 30 days notice.

With our approval I recommend placing this contract on the August 18<sup>th</sup> Village Board Agenda for their consideration.

**RESOLUTION 2015- -R**

**A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE  
VILLAGE OF BARTLETT AND SCHOOL DISTRICT U-46 PROVIDING  
FOR A SCHOOL RESOURCE OFFICER**

---

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

**SECTION ONE:** The Agreement Between the Village of Bartlett and School District U-46 Providing for a School Resource Officer dated August 18, 2015 (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:**

**APPROVED:**

\_\_\_\_\_  
Kevin Wallace, Village President

**ATTEST:**

\_\_\_\_\_  
Lorna Giles, Village Clerk

**CERTIFICATION**

I, 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 2015- -R enacted on August 18, 2015 and approved on August 18, 2015 as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk

**AGREEMENT**  
**BETWEEN THE VILLAGE OF BARTLETT AND SCHOOL DISTRICT U-46 PROVIDING FOR A**  
**School Resource Officer**

This Agreement is entered into this 18th day of August, by and between the Village of Bartlett and the Board of Education of School District U-46 (the "District").

**WHEREAS**, the District desires to have, on a contract basis, School Resource Officers ("SROs") detailed to the District's Schools.

**WHEREAS**, the Village of Bartlett is willing to provide such SROs in exchange for the payment outlined in this Agreement; and

**WHEREAS**, both the 1970 Illinois Constitution, (Article VII, Section 10) and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize and encourage intergovernmental cooperation; and

**WHEREAS**, both the Village of Bartlett and the District are interested in promoting the safety and security of the staff, students and school premises in the District; and

**WHEREAS**, the Village of Bartlett and the District have entered into similar Intergovernmental Agreements for said SROs and that all previous said Intergovernmental Agreements are terminated and that the terms and conditions of this Intergovernmental Agreement will be binding between the parties for the services of SROs.

**NOW, THEREFORE**, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the parties hereto agree as follows:

**SECTION 1.**            **INCORPORATION OF RECITALS**

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

**SECTION 2.**            **TERM**

The services under this Agreement shall commence on August 1, 2015 and continue in full force and effect until July 31, 2016.

### **SECTION 3. PURPOSE**

The purpose of the School Resource Officer Program is to facilitate, promote, and help maintain a safe, secure, and nurturing school learning environment that is flexible in meeting the academic, social, and emotional needs of each student. By establishing a working relationship with school personnel, a cooperative effort to prevent juvenile delinquency is formed. Having law enforcement officers on campus is intended to promote positive attitudes regarding the role of law enforcement in society, and inform students of their rights and responsibilities as lawful citizens.

### **SECTION 4. OBLIGATIONS AND RESPONSIBILITIES OF VILLAGE OF BARTLETT THROUGH ITS POLICE DEPARTMENT**

#### **4.0 Provide Police SROs to the District for Interview**

If and when the position of SRO is vacant, the Village's Police Department will provide to the District qualified candidates to interview. The school, District and Police Department shall build a collective consensus for the final selection. The Police Department candidates shall have the following qualifications:

1. Special interest and understanding of juveniles, Juvenile Law, constitutional protections, and their problems and concerns;
2. Strong, effective leadership abilities;
3. Positive, proactive attitude; excellent interpersonal and problem-solving skills; ability to resolve conflicts; verbal, written communication;
4. Self-motivated; ability to work with minimal supervision;
5. Ability to interact effectively and productively with Police Department, courts, school staff, students and parents;
6. Experience in and knowledge of drug and gang awareness;
7. Non-probationary police employee;
8. Excellent attendance record.

#### 4.1 Organizational Relationships:

The Police Department shall assign to the District on a full-time basis the officer chosen to act as the SRO. The SRO shall report to the school's principal or principals. However, the SRO will remain an employee of the Police Department and all personnel rules applicable to the Village of Bartlett's police officers shall continue to apply to the SRO, and the SRO will at all times abide by all personnel rules of the Police Department. Moreover, the Village of Bartlett shall be fully responsible for all employee-related obligations.

#### 4.2 Duties and Responsibilities of SRO

The duties and responsibilities of the SRO assigned to the District shall include, but not be limited to, the following:

1. Enforce all laws, municipal ordinances, and applicable District policies and procedures to coordinate our efforts to provide a safe and nurturing school learning experience that is flexible in meeting the academic, social, and emotional needs of each student;
2. Provide information and give presentations to students, staff and parents to support and empower schools to be welcoming centers of family and community engagement;
3. Appear and testify in court proceedings and school suspension review and expulsion hearings as necessary, unless said appearance and/or testimony would interfere with any pending or reasonably contemplated law enforcement proceedings and/or criminal investigation;
4. Be proactive regarding patterns of delinquency, street gang membership and activity and problem areas around the school to strive toward prevention, operational excellence and efficiency;
5. Assist school personnel with managing escalated and agitated clients, crowd control and vehicle traffic patterns to strive toward prevention, operational excellence and efficiency;
6. Maintain open communication with school personnel in an attempt to identify individuals or conditions that could result in delinquent behavior, formulate prevention plans and identify proactive solutions;
7. Maintain and report to the District a record of reported criminal incidents and arrest activities.

#### 4.3 District and Village of Bartlett to Agree on Modifications to Duties and Responsibilities

District retains the right to add, delete, and update essential job duties and responsibilities as necessary, subject to approval of the Village of Bartlett.

#### 4.4 Work Slowdown

In the event the Village of Bartlett experiences any work slowdown or stoppage in its police force, the level of service provided to U-46 under this agreement shall be at the discretion of the Chief of Police with adjustments in payments by U-46 accordingly.

#### 4.5 Additional Services

Any and all necessary backup services, including equipment and personnel, required to assist SROs in the performance of their obligations under this Agreement shall be at the sole discretion and control of the Chief of Police of the Village of Bartlett.

#### 4.6 Crime Reports and Notification of arrest or law enforcement action.

1. SROs are required to submit a monthly crime report to the District School Board designee, District of School Safety, which includes reported crimes that occurred on school property.
2. Unless exigent circumstances exist, the SRO or police officer working in the absence of the SRO under this agreement, arrests a student for a school offense, the SRO will report that arrest or law enforcement action to the school principal.
3. Unless exigent circumstances exist, the SRO or police officer working in the absence of the SRO under this agreement, arrests a District school employee or contracted employee for an offense related to their duties as employees or contracted employees of the School District, the SRO or police officer working in the absence of the SRO under this agreement, will report that arrest or law enforcement action to the school principal.

**SECTION 5.**

**OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES FOR SRO  
COMPENSATION**

5.1 District agrees to reimburse the Village of Bartlett for officers assigned to schools as designated in Section 5 of this agreement. Upon selection, the Village of Bartlett shall prepare and forward to District a statement in the form attached hereto as Exhibit A, attached to and incorporated into this Agreement by reference, setting forth the cost of the SRO as the starting salary of the police entry level police officer.

5.2 Overtime costs. An hourly overtime rate shall be listed in Exhibit A. All overtime hours must first be approved by the school's principal. Oral requests for overtime services made less than 24 hours before the commencement of the overtime shall constitute District approval of the overtime hours; all other requests for overtime shall be in writing and delivered to the SRO more than 24 hours in advance of the commencement of the overtime work. District will not pay unapproved overtime hours. Overtime requests are for school sponsored events and not for police services beyond the SROs normal working hours. Police investigations related to school students or the school day do not qualify for District supported overtime costs.

5.3 Overtime Reports. All SROs will submit overtime reports on a weekly basis to the respective principals for approval on the District's designated form for accounting purposes.

5.4 The Police Department will pay the SRO's costs as agreed upon and shall invoice District in 10 monthly increments for District financial obligations as set forth above.

5.5 The Police Department will bill the District on a monthly basis for all overtime costs.

**SECTION 6. ACCOMODATIONS**

The District will provide office space and the following commodities necessary to accomplish the objectives set forth above: Private office, District computer with access codes, District office phone, District view capability of camera systems (where applicable), Key Fob for the Electronic Access Control System (where applicable), keys for appropriate/necessary interior and exterior access, VLAN and IP based access through the District computer network that allows the SRO access to municipal computer systems, District administrative

level access on District Internet access to conduct investigations, and a District two-way radio with frequencies for all District schools and District area wide networks.

**SECTION 7.**            **STAFFING**

The Village of Bartlett will assign police SROs to serve as a SRO for the school calendar year (177 Days), of which the SRO shall work eight (8) hours per day. The 177 days of assignment includes: 173 of school attendance days according to the current school calendar, two days for registration, beginning of the year open house, and the day before school starts. The Village of Bartlett shall assign SROs as follows:

Eastview Middle School

Bartlett High School

**SECTION 8.**            **ABSENCE OF EMPLOYEES**

In the event of the unavailability of any SRO due to sickness, injury, use of benefit time, or any other reason, such SRO shall be temporarily replaced by another Village of Bartlett police employee as determined by the Chief of Police at no additional cost to the District. The replacement SRO must be trained for juvenile work. In any such instance, the Village of Bartlett shall provide prompt notice to the applicable school as to the nature of the absence, the expected duration, and the identity of the replacement SRO.

**SECTION 9.**            **TERMINATION**

Either party may terminate this Agreement at any time by providing the other party with at least thirty (30) days prior written notice of such termination. In addition, the parties may terminate this Agreement by mutual consent and agreement. In the event of emergency, safety issue, or any other condition that constitutes a substantial threat to the health or safety of students, employees or others at the school or District, as determined by the District in its sole reasonable discretion, the District may immediately suspend this Agreement until such condition has been remedied to the District's satisfaction.

**SECTION 10.**            **INDEMNIFICATION**

10.1 The District shall and hereby does indemnify and hold harmless the Village of Bartlett, its police department and its employees against any claims, demands, loss, costs and expenses, including reasonable

attorney's fees for the defense thereof, arising from or in connection with the activities contemplated hereunder, provided that said claims, demands, costs and expenses have not been caused by the negligence or willful misconduct of the SROs, the Village of Bartlett, its police department or its employees.

10.2 The Village of Bartlett shall and does hereby indemnify and hold harmless the District, its employees, volunteers and agents against any claims, demands, loss, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from or in connection with the negligence or willful misconduct of the SROs, the Village of Bartlett, its police department or its employees provided that said claims, demands, costs and expenses have not been caused by the negligence or willful misconduct of the District, its employees, volunteers, and/or agents.

10.3 Notwithstanding any provisions herein to the contrary, this Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and 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 the District and/or Village of Bartlett and/or any of their respective officials, officers, employees, volunteers and or/agents.

10.4 Notwithstanding any provisions herein to the contrary, the insurance company, self-insurance pool, risk pool provider, self-insured party, or similar entity of the party providing the indemnification shall be allowed to raise, on behalf of the other party, any and all defenses statutory and/or common law to such claim or action which the other party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 75 ILCS § 10/1-101 *et seq.*

**SECTION 11. STUDENT RECORDS:**

All records maintained in connection with the school or its students shall be the sole property of the District and shall be maintained at the District in accordance with all applicable State and Federal laws and regulations.

The parties further agree to comply with all state and federal laws and regulations governing the release of these records. In addition, Village of Bartlett and any persons handling records on its behalf shall comply with the Illinois School Student Records Act, 105 ILCS 10/1 *et seq.*, and all corresponding regulations.

All records maintained in connection with the police department shall be the sole property of the police department and shall be maintained at the police department in accordance with all applicable State and Federal laws and regulations. The parties further agree to comply with all state and federal laws and regulations, including a reciprocal reporting agreement, if applicable, governing the release of these records.

## **SECTION 12. GENERAL PROVISIONS**

### **12.0 Amendment**

Any terms or conditions of this Agreement may be deleted or altered only by written agreement to this Agreement, duly executed by the Village of Bartlett and the District.

### **12.1 Severability**

If any provision of this Agreement shall be held or deemed to be, or shall in fact be inoperative or unenforceable in any particular case or in all cases for any reason, this shall not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in the Agreement shall not affect the remaining portions of the Agreement or any part thereof.

### **12.2 Interpretation**

Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa, unless the context shall otherwise indicate. All references to any such person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms and conditions of the Agreement.

### 12.3 Assignment/Binding Effect

Neither party hereto may assign their respective rights and duties hereunder except upon prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives and successors in interest.

### 12.4 Waiver of Breach

If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from enforcing such provisions.

### 12.5 Merger Clause, Amendment

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

### 12.6 Counterparts

This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

### 12.7 Compliance with All Laws

The Village of Bartlett and the District shall at all times observe and comply with the laws, ordinances, regulations and codes of Federal, State, County and other local government agencies, which may in any manner affect the performance of this Agreement.

### 12.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. Venue for any state action shall be in the Circuit Court for the Sixteenth Judicial District, Kane County and venue for any federal action shall be in the Northern District of Illinois.

12.9 Disclaimer of Relationship

Nothing contained in this Agreement, nor any act of the Village of Bartlett or the District, respectively, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village of Bartlett or the District respectively.

12.10 Notice

Any and all notices required to be delivered hereunder shall be deemed delivered when and if personally delivered, or mailed by registered or certified mail, return receipt requested, postage prepaid (or sent by a recognized overnight courier service with instructions and payment for delivery on the next business day) to the parties as set forth below:

If to the District: Superintendent  
School District U-46  
355 East Chicago Street  
Elgin, IL 60120-6543

And,

District Safety and Security  
School District U-46  
355 East Chicago Street  
Elgin, IL 60120-6543

If to Village of Bartlett: Chief of Police  
Village of Bartlett  
228 South Main Street  
Bartlett, IL 60103

Either party hereto may change the names and address of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner as all other notices are required to be delivered hereunder. Notice as provided herein does not waive service of summons or process.

12.11 Cost of Suit

In the event the District or the Village of Bartlett institutes judicial proceedings to enforce, or for breach of, this Agreement and prevails in such suit, the opposing party shall, in addition to any other relief granted, pay the prevailing party its reasonable attorney's fees and costs related to such proceedings.

12.12 Effective Date

This Agreement shall be deemed dated and become effective on the date the last of the parties signs as set forth below, which date shall be the date stated on the first page of this Agreement.

VILLAGE OF BARTLETT

SCHOOL DISTRICT U-46

By: \_\_\_\_\_  
Village of Bartlett Manager

By: \_\_\_\_\_  
President

Attest:  
  
\_\_\_\_\_  
Village of Bartlett Clerk

Attest:  
  
\_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A:**  
**COST WORKSHEET**

<b><u>2015-16 School Year</u></b>			
<b>Village of Bartlett</b>			
<b>Cost Worksheet</b>			
			Annual
	Number of payments		Cost
Officer entry level starting annual salary cost as provided by Village of Bartlett			\$61,339
Number of school officers provided		2	
Total cost of 2 officers for 2 schools			\$122,678
For billing purposes (Sept through June)	10 invoices		\$12,267.80
<b>Overtime hourly Rate for SRO for budgeting</b>			<b>\$ 62.66</b>

IN WITNESS WHEREOF, the Parties have entered into this Addendum as of the date set forth below.

**Village of Bartlett**

**School District U-46 – Board designee**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Agenda Item Executive Summary

Item Name Oneida Water Tower Painting- FY15/16 Committee or Board Village Board

## BUDGET IMPACT

Amount:	\$689,000	Budgeted	\$255,000
List what fund	Water Fund		

## EXECUTIVE SUMMARY

Bids for this project were opened on July 9, 2015. Five bids were submitted, ranging from \$689,000 to \$896,000. The project includes abrasive sand blasting, priming and re-coating of the interior and exterior of the tank; along with some structural repairs. Bids were unusually high this year due to a large number of fall painting projects with limited tower painting contractors available. This was caused by wet spring weather which pushed a lot of spring projects into fall. Bids were also higher than anticipated due to lead being found in the exterior paint. This requires a containment curtain and full sandblast of the exterior resulting in significant cost increases. We plan to update our budget number and re-bid the project again for next year, requiring bidders to submit both a Spring 2016 and a Fall 2016 price.

## ATTACHMENTS (PLEASE LIST)

Bid tabulation sheet

## ACTION REQUESTED

For Discussion Only \_\_\_\_\_  
Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Motion:  
I move that the Village Board reject all bids for this project.

Staff: Dan Dinges Date: August 3, 2015  
Director of Public Works

# Memo

**To:** Dan Dinges; Public Works Director  
**From:** Tom Ruzicka; Water Supervisor  
**Date:** August 4, 2015  
**Re:** Oneida Water Tower Painting

---

Dan

Bids for this project were opened on July 9, 2015. Five bids were submitted, ranging from \$689,000 to \$896,000. The project includes abrasive sand blasting, priming and re-coating of the interior and exterior of the tank; along with some structural repairs. Bids were unusually high this year due to a large number of fall painting projects with limited tower painting contractors available. This was caused by wet spring weather which pushed a lot of spring projects into fall. Bids were also higher than anticipated due to lead being found in the exterior paint. This requires a containment curtain and full sandblast of the exterior resulting in significant cost increases. We plan to update our budget number and re-bid the project again for next year, requiring bidders to submit both a Spring 2016 and a Fall 2016 price.

I propose that we ask the Village Board to reject all bids for this project.

Tom

Bartlett, Illinois - 500,000 Gallon Toroellipse (Oneida Ave.)  
 2015 Water Tower Painting Project - July 9, 2015 - 10:00 A.M.

	LC United Painting Sterling Hgts, MI	Maxcor New Lenox, IL	Seven Brothers Shelby Twp., MI	L&T Painting Shelby Twp., MI	Jetco Palatine, IL	Tecorp Joliet, IL
<b>Section 05 00 00</b>						
Riser Manway (1)	8,500.00	7,000.00	10,700.00	8,000.00	11,400.00	
Wet Interior Roof Hatch (2)	3,000.00	2,900.00	4,200.00	3,000.00	3,500.00	
Riser Gate (3)	6,500.00	4,300.00	3,900.00	3,000.00	4,500.00	
Overflow Flap Gate (4)	2,000.00	2,200.00	1,700.00	2,000.00	1,800.00	
Fall Prevention Device (5)	3,000.00	4,400.00	6,700.00	4,500.00	7,500.00	
Wet Interior Ladder (6)	9,500.00	9,400.00	12,300.00	10,000.00	8,000.00	
Sidewall Ladder w/Roof Platform (7)	11,000.00	11,800.00	14,400.00	10,000.00	10,000.00	
Roof Vent (8)	6,000.00	7,000.00	5,900.00	5,000.00	7,500.00	
Cathodic Clipse & Coupling (9)	2,000.00	1,800.00	2,000.00	2,000.00	1,500.00	
Weld Cathodic Covers (10)	35,000.00	2,200.00	2,300.00	2,000.00	3,200.00	
Safety Rail (11)	19,000.00	12,700.00	15,400.00	18,000.00	36,400.00	
Aviation Light (12)	6,000.00	4,500.00	9,500.00	3,000.00	2,500.00	
Village Antenna Modifications (13)	34,000.00	36,300.00	9,800.00	20,000.00	17,250.00	
T-Mobile Antenna Mods. (14)	39,000.00	37,500.00	13,900.00	30,000.00	30,000.00	
Verizon Antenna Installation (15)	39,000.00	37,500.00	12,200.00	30,000.00	30,000.00	
Balcony Brackets (16)	8,000.00	6,300.00	9,900.00	85,000.00	9,200.00	
Total Section 05 (1-16)	200,000.00	187,800.00	134,800.00	159,000.00	184,250.00	
<b>Section 09 97 13</b>						
Exterior Repaint w/Containment (1)	534,000.00	474,200.00	449,000.00	370,000.00	350,800.00	
Wet Interior Repaint (2)	118,000.00	137,000.00	133,000.00	125,000.00	179,340.00	
Seam Sealer (3)	3,000.00	7,500.00	3,000.00	5,000.00	5,000.00	
Logos	16,000.00	10,300.00	12,900.00	6,000.00	16,500.00	
Total Section 09 (1-4)	671,000.00	629,000.00	597,900.00	506,000.00	551,640.00	
<b>Section 13 32 12</b>						
Install Mixing Unit (1)	25,000.00	22,000.00	25,400.00	24,000.00	32,600.00	
<b>Project Total</b>	896,000.00	838,800.00	758,100.00	689,000.00	768,490.00	



## Agenda Item Executive Summary

Item Name                      2015 Sanitary Sewer Lining Project                      Committee or Board                      Board

### BUDGET IMPACT

Amount:    \$384,155.14                      Budgeted                      \$435,000.00

List what fund                      2015-2019 Capital Project, Sewer Fund

### EXECUTIVE SUMMARY

On May 29, 2015, the municipalities of Bensenville, Lombard and Glendale Heights opened bids for a joint Sewer Lining project. The contractor selected to line more than 10,000 linear feet of sanitary sewer in the three communities was Hoerr Construction, Inc. of Peoria, IL. The bid tab and the contract documents have been attached for your review.

Hoerr Construction has indicated that they are willing to include Bartlett in this work, with the same unit cost schedules. The Bartlett work includes the lining of more than 13,000 linear feet of 8-inch and 10-inch sanitary sewers that have been in use for more than 50 years. The total for the *2015 Lining Project is \$384,155.14*. A sanitary sewer spreadsheet has been attached for your review.

The 2015-2019 Capital Budget includes a total of \$435,000.00 for sanitary sewer repairs, as part of the Sanitary Sewer System Evaluation Project. We have not previously worked with Hoerr Construction before, but all references indicated that they were both professional and responsible. Therefore, I recommend that the 2015 Sanitary Sewer Lining Project be awarded to *Hoerr Construction, Inc.* in the amount of *\$384,155.14*.

### ATTACHMENTS (PLEASE LIST)

Memo, Motion, Bid Tab/ Agreement, Resolution, Agreement

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution  \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion:    I move the Village Board award the contract for the 2015 Sanitary Sewer Lining Project to *Hoerr Construction, Inc.* of Peoria, Illinois in the amount of *\$384,155.14*.

Staff:                      Dan Dinges                      Date:                      August 10, 2015

Director of Public Works

# MEMO

**Date:** August 18, 2015

**To:** Valerie L. Salmons, Village Administrator

**From:** Dan Dinges, Public Works Director

**Re:** *2015 Sanitary Sewer Lining Project*

On May 29, 2015, the municipalities of Bensenville, Lombard and Glendale Heights opened bids for a joint Sewer Lining project through the DuPage Mayors & Managers Conference adhoc group - the DuPage Municipal Partnering Initiative. The contractor selected to line more than 10,000 linear feet of sanitary sewer in the three communities was Hoerr Construction, Inc. of Peoria, IL. The bid tab and the contract documents have been attached for your review.

Hoerr Construction has indicated that they are willing to include Bartlett in this work, with the same unit cost schedules. The Bartlett work includes the lining of more than 13,000 linear feet of 8-inch and 10-inch sanitary sewers that have been in use for more than 50 years. The total for the **2015 Lining Project is \$384,155.14**. A sanitary sewer spreadsheet has been attached for your review.

The 2015-2019 Capital Budget includes a total of \$435,000.00 for sanitary sewer repairs, as part of the Sanitary Sewer System Evaluation Project. We have not previously worked with Hoerr Construction before, but all references indicated that they were both professional and responsible. Therefore, I recommend that the 2015 Sanitary Sewer Lining Project be awarded to **Hoerr Construction, Inc.** in the amount of **\$384,155.14**.

Please place this on the next available Board Agenda.

## Motion

I move the Village Board award the contract for the 2015 Sanitary Sewer Lining Project to *Hoerr Construction, Inc.* of Peoria, Illinois in the amount of **\$384,155.14.**

RESOLUTION 2015 - \_\_\_\_\_

**A RESOLUTION WAIVING BIDS AND APPROVING OF  
THE 2015 SANITARY SEWER LINING PROJECT AGREEMENT BETWEEN  
THE VILLAGE OF BARTLETT AND HOERR CONSTRUCTION**

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**WHEREAS**, the Village Board has approved the 2015-2019 Capital Budget, which includes \$435,000 for sanitary sewer repairs as part of its Sanitary Sewer Evaluation; and

**WHEREAS**, the DuPage County Municipal Partnership Initiative, a subgroup of DuPage Mayors and Managers, comprised of the Village of Bensenville, the Village of Lombard and the Village of Glendale Heights, competitively bid a joint sewer lining project of more than 10,000 linear feet of sanitary sewer between those three municipalities; and

**WHEREAS**, the low bidder awarded the joint sewer lining project was Hoerr Construction, Inc. of Peoria, Illinois, at a unit price below the Bartlett Village Engineer's estimate for lining more than 13,000 linear feet of 8 inch and 10 inch sanitary sewer in the Village of Bartlett that is more than 50 years old (the "2015 Bartlett Sewer Lining Work"); and

**WHEREAS**, Section 3 of the Governmental Joint Purchasing Act contemplates situations where the State of Illinois is not a party to a joint purchase agreement or a participant state, but goods and services are nevertheless procured through a competitive selection process; and

**WHEREAS**, Article VII, Section 10, of the 1970 Illinois Constitution and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) allow joint purchase activities beyond the scope of the Governmental Joint Purchasing Act; and

**WHEREAS**, Hoerr Construction, Inc. is willing to perform the 2015 Bartlett Sewer Lining Work at the unit prices it bid for the third party joint sewer lining project; and

**WHEREAS**, the Illinois Municipal Code (65 ILCS 5/8-9-1) and the Bartlett Municipal Code (1-8A-5E) provide that bidding requirements may be waived by a vote of two-thirds of all of the Trustees then holding office; and

**WHEREAS**, the corporate authorities have determined that, while the 2015 Bartlett Sewer Lining Work was not technically bid by the Village of Bartlett, substantially identical scope of work was jointly bid by the municipalities of Bensenville, Lombard and Glendale Heights, resulting in a fair competitive bid unit price to which the Village of Bartlett may avail itself;

**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 Board of Trustees hereby technically waives competitive bidding and advertising for bids in connection with 2015 Bartlett Sewer Lining Work, having found that a competitive bidding process was followed by the Villages of Bensenville, Lombard and Glendale Heights, Illinois, which the Village of Bartlett may avail itself by entering a contract for the same scope of work at the low bidder's unit prices, which will result in savings to the Village of Bartlett.

**SECTION TWO:** The Board of Trustees does hereby approve of the 2015 Sanitary Sewer Lining Project Agreement between the Village of Bartlett and Hoerr Construction, Inc. for 13,380 linear feet of sewer lining in various sizes of cured-in-place pipe lining, and rehabilitation and restoration of structural integrity of existing sanitary sewer pipes by the Inversion and Curing of a Resin-Impregnated Tube process, at the unit prices bid on the joint third party project and at an aggregate not to exceed

\$384,155.14, which agreement is attached as Exhibit A and is expressly incorporated herein (the "Agreement").

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

**SECTION FOUR: SEVERABILITY.** If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: August 18, 2015

APPROVED: August 18, 2015

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Kevin Wallace, Village President

ATTEST:

---

Lorna Giles, Village Clerk

## CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2015 - \_\_\_\_\_ enacted on August 18, 2015, approved on August 18, 2015 as the same appears from the official records of the Village of Bartlett.

---

Lorna Giles, Village Clerk

# INVITATION FOR BIDS

RFB # 2015-103

## BID DOCUMENTS AND SPECIFICATIONS

### SEWER LINING FOR THE MUNICIPALITIES OF:

**BENSENVILLE, LOMBARD & GLENDALE HEIGHTS**



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**VILLAGE OF LOMBARD PUBLIC WORKS DEPARTMENT  
1051 S. HAMMERSCHMIDT AVENUE  
LOMBARD, IL 60148  
(630) 620-5740**

**LEGAL NOTICE**

Official notice is hereby given that sealed bids will be received at the Lombard Public Works Department, 1051 S. Hammerschmidt Avenue, Lombard, IL 60148 until **9:00 a.m. local time on May 29, 2015**, and then at said office publicly opened and read aloud for the following:

**RFB NO: 2015-103  
RFB ON: SANITARY AND STORM SEWER LINING FOR  
THE MUNICIPALITIES OF: LOMBARD, GLENDALE HEIGHTS AND BENSENVILLE**

Scope of work includes approximately **10,435** linear feet of sanitary sewer lining in various sizes of cured-in-place pipe (CIPP) lining.

Plans, specifications and bid forms may be obtained at the Lombard Public Works Department, 1051 S. Hammerschmidt Avenue, Lombard, IL 60148, or by calling **(630) 620-5740**.

There is a \$20.00 non-refundable charge for the bid documents. Cash, checks or money orders, made payable to the Village of Lombard are the only accepted method of payment.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Lombard for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid.

**All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq).**

Offers may not be withdrawn for a period of ninety (90) days after the bid date without the consent of the Board of Trustees.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The Municipalities reserve the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Village.

Dated: May 11, 2015  
Carl Goldsmith  
Public Works Director

**Village of Lombard, Illinois**



## Schedule of Prices

Company Name: \_\_\_\_\_

PROJECT

Address: \_\_\_\_\_

2015 MPI Sewer Lining  
RFB #2015-103

City, State, Zip Code: \_\_\_\_\_

Item No.	Items	Unit of Measure	Estimated Quantity	Unit Price	Extended Price
	<b>DESCRIPTION</b>				
1	CURED IN PLACE PIPE-8"	L.F.	Bensenville: 5,967 Glendale Heights: 233  TOTAL: <u>6,200</u>	\$	\$
2	CURED IN PLACE PIPE-8"(EASEMENT)	L.F.	Bensenville: 0 Lombard: 500  TOTAL: <u>500</u>	\$	\$
3	CURED IN PLACE PIPE-10"	L.F.	Bensenville: 855 Lombard: 0  TOTAL: <u>855</u>	\$	\$
4	CURED IN PLACE PIPE-15"(Easement)	L.F.	Bensenville: 0 Lombard: 996  TOTAL: <u>996</u>	\$	\$
5	CURED IN PLACE PIPE-18"	L.F.	Glendale Heights: 1000 Lombard: 884  TOTAL: <u>1884</u>	\$	\$
6	REINSTATEMENT OF SERVICE LATERALS – SANITARY SEWER	EA	Bensenville: 183 Lombard: 56 Glendale Heights: 15  TOTAL: <u>254</u>	\$	\$
7	PROTRUDING TAP REMOVAL	EA	Glendale Heights: 4 Lombard: 4  TOTAL: <u>8</u>	\$	\$



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**1. INTENT**

The Village of Lombard ("Lombard"), the Village of Bensenville ("Bensenville"), and the Village of Glendale Heights (collectively, "Municipalities") intend to jointly bid sanitary and storm sewer lining and award to a primary contractor ("Contractor")

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Lombard is conducting the bidding process on behalf of the Municipalities. Each Village's municipal manager or board of trustees as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

**The work performed shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/).**

Submissions shall include, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work within the last three (3) years. At a minimum reference submissions shall include municipal references.

**2. BID PRICE**

The Contractor shall provide pricing per the specifications identified herein.

**3. PRE-BID CONFERENCE**

**There is no Pre-Bid Conference for this project. However, if there are questions as to the intent of the bid documents or clarification is needed on a specification then those questions shall be submitted by 1:00 P.M. Central Time on May 15, 2015 to the Office of the Director of Public Works 1051 S. Hammerschmidt Ave. Lombard, IL 60148 Attention: Ray Hoving or via Email to [hovingr@villageoflombard.org](mailto:hovingr@villageoflombard.org)**

**4. AWARD**

Award shall be made to the lowest responsive and responsible bidder (s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

The Village of Lombard reserves the right to award in part or in whole, not to award any portion of the bid, to award through multiple contracts based on communities fiscal year cycles, to cancel or reduce contracts due to funding constraints, and to award to multiple contractors (see 1. Intent), whatever is deemed to be in the best interest of the Municipalities.

No work shall be awarded to a Bidder that is in arrears or is in default to any of the municipalities for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the municipality, or that has failed to perform satisfactorily any previous contract with, or work for, the municipality.

**5. VOLUME/ESTIMATED QUANTITY**

The volumes identified herein are estimated quantities. The Municipalities do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipalities' requirements whether more or less than the estimated amount.

The Village of Lombard reserves the right to increase and/or decrease quantities, add or delete locations or Municipalities during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities.

In the event the awarded Contractor (s) is unavailable, the Municipalities reserve the right to use whatever contractor is available to minimize and/or mitigate damages to their Municipality.

**6. JOINT PURCHASING/PURCHASING EXTENSION**

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Lombard shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a

duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the RFB, and as otherwise required by the Village of Lombard, including, but not limited to:

- 100% performance and payment bonds for the project awarded by other Municipalities
- Certificate of insurance naming each other Municipality as an additional insured
- Certified payrolls to the other Municipality for work performed

**7. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT**

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

**8. UNBALANCED BIDS**

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Lombard will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Engineer.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Village of Lombard, the right is reserved to reject such bid at the discretion of the Village of Lombard.

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Engineer.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Village, the right is reserved to reject such bid at the discretion of the Village.

**9. DISCREPANCIES**

In all cases of discrepancies between the drawings and specifications, the municipality's Purchasing Manager or designee shall be notified in the manner as identified in the General Terms and Conditions. The specifications shall govern over the drawings. If work proceeds without obtaining proper interpretations of the conflicting drawings and specifications from the owner or their designee, the installed work that is not in accordance with the design and best practices must be replaced at no additional cost.

**10. OMISSIONS/HIDDEN CONDITIONS**

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

**11. FIELD MODIFICATIONS**

A field modification is written by the owner or his designee to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project. Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be complied with, but under protest.

**12. RESERVATION OF RIGHTS**

Each Municipality reserves the right to accept the Bidder's Proposal that is, in their judgment, the best and most favorable to

the interests of the Municipality and the public; to reject the low Price Proposal; to accept any item to any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Municipalities opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bidder's Proposals. The enforcement of this Reservation of Rights by one or more of the Municipalities shall not be considered an alteration of the bids.

**13. DOCUMENT OBTAINED FROM OTHER SOURCES**

**The Village of Lombard is the only official source for bid packages and supporting materials.** Registration with the Village of Lombard is the only way to ensure bidders receive all Addenda and other Notices concerning this project. The Village of Lombard cannot ensure that bidders who obtain bid packages from sources other than the Village of Lombard will receive Addenda and other Notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all Addenda and other Notices, may, at the Village of Lombard's discretion, be rejected as non-responsive and/or the bidder disqualified. **In such cases, the Village of Lombard will NOT rebid the project absent extraordinary circumstances.**

**14. SECURITY GUARANTEE**

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to serve as a guarantee that the bidders shall enter into a contract with the Municipalities to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Lombard will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

**Any bid not complying with the Security requirement will be rejected as non-responsive.**

**15. CONTRACT BONDS**

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

- 15.1 A performance bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the contract price as security for the faithful performance of the municipality's contract; and
- 15.2 A payment bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor of Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the contract price.
- 15.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

**16. ADDITIONAL INFORMATION**

Should the bidder require additional information about this bid, submit questions via email to: [goldsmithc@villageoflombard.org](mailto:goldsmithc@villageoflombard.org). Questions are required **no later than 1:00 P.M. on May 22, 2015.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Lombard to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

**The Village of Lombard recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Lombard will be able to answer every request for further information or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.**

**17. CONTACT WITH VILLAGE PERSONNEL**

All bidders are prohibited from making any contact with the municipalities' Presidents, Trustees, or any other official or

employee of the municipalities (collectively, "Municipal Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Village of Lombard reserves the right to disqualify any bidder found to have contacted Municipal Personnel in any manner with regard to the Project. Additionally, if the Village of Lombard determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

**18. DISCLOSURE OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST**

Each Municipality's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Municipalities require all Bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the Bidder and any Municipality, their officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the Village of Lombard to take appropriate measures to ensure the fairness of the bidding process.

The Village of Lombard requires all bidders to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all Bidders acknowledge and accept that if any Municipality discovers an undisclosed potential or actual conflict of interest, that Municipality may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

**19. SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail or apparent omission from a detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

**20. NEW PARTS AND MATERIALS: TITLE**

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the bidder warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

**21. PREVAILING WAGE**

Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website ([www.illinois.gov/idol/laws-rules/conmed/pages/rates.aspx](http://www.illinois.gov/idol/laws-rules/conmed/pages/rates.aspx)) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.

Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

**22. CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)**

Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Municipality no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE MUNICIPALITY.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the

prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number.

#### **Increased penalties for Prevailing Wage Violations (Public Act 94-0488)**

Effective January 1, 2006, penalties for violations for the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period – during which contractors are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violation occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

#### **23. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/0.01 et.seq.)**

Pursuant to 30 ILCS 570/0.01 et. seq., any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village of Lombard's Village Manager or designee.

#### **24. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5)**

In the event of the Contractor's non-compliance with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

#### **25. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORK PROJECT ACT**

Contractor shall comply with the provisions of 820 ILCS 265/1, *et seq.*, which include prior to commencement of work on a municipal project, having in place a written substance abuse program for the prevention of substance abuse among its employees which meets or exceeds the program requirements identified in this Act. The substance abuse policy shall be submitted in writing to the municipality and shall be made available to the general public.

#### **26. TOXIC SUBSTANCES DISCLOSURES**

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

#### **27. DEFINITIONS**

27.1 **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Option Bids or Unit Prices.

27.2 **Option Bid** is an amount stated in the Bid for each item to be added to or deducted from the amount of the Base Bid if the corresponding changes in the Work, as described in the Bidding Documents, is accepted.

27.3 **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents.

The Owner may reject or negotiate any unit price which is considered excessive or unreasonable.

**In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.**

27.4 **Option Price** is a base bid price that may be accepted in lieu of the base bid.

28. **RESPONSIVE BID**

- 28.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.
- 28.2 Bidders shall promptly notify the Village of Lombard of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

29. **MODIFICATIONS**

BIDDERS shall be allowed to modify/withdraw their bids prior to opening. Once BIDS have been received and opened they cannot be changed or withdrawn unless requested in writing and approved by the Village of Lombard.

30. **INSURANCE**

During the term of the contract, the CONTRACTOR shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the State of Illinois such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 30.1 Comprehensive General Liability - \$1,000,000 per occurrence and shall include coverage for products and completed operations liability, independent CONTRACTOR'S liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; the general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000, or a project/contract specific aggregate of \$1,000,000
- 30.2 Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any CONTRACTOR owned, and/or hired, and/or non-owned motor equipments engaged in operations within the scope of this contract;
- 30.3 Workers Compensation – covering all liability of the Contractor arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
- 30.4 Owners and CONTRACTORS Protective Liability \$1,000,000 Combined be no less than \$2,000,000.00 on a project aggregate.
- 30.5 Umbrella Coverage - \$2,000,000.00.
- 30.6 Contractor agrees that with respect to the above required insurance:
  - 30.6.1 The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
  - 30.6.2 To provide separate endorsements: to name **each Municipality** as additional insured as their interest may appear, and; to provide thirty (30) days' notice, in writing, of cancellation or material change.
  - 30.6.3 The Contractor's insurance shall be primary in the event of a claim.
  - 30.6.4 **Each Municipality** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.
  - 30.6.5 A **Certificate of Insurance** that states that **each Municipality** has been endorsed as an "additional insured" by the Contractor's **insurance carrier**. **Specifically, this Certificate must include the following language: "The (municipality's name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number \_\_\_\_\_ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."**

30.7 **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Village of Lombard may purchase such insurance coverages and charge the expense thereof to the Contractor.

31. **HOLD HARMLESS**

The Contractor agrees to indemnify, save harmless and defend the Villages of Lombard and the Village of Bensenville, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of Lombard and Bensenville, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.

32. **CHANGE IN STATUS**

The Contractor shall notify the Village of Lombard and each Municipality immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village of Lombard and each Municipality shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

33. **SUBCONTRACTORS**

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary)

In the event the Contractor requires a change of the subcontractor (s) identified a written request from the Contractor and a written approval from the Village of Lombard is required.

Notwithstanding written consent to subcontract approved by the Villages, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

**Failure to identify subcontractors could result in disqualification.**

34. **CHANGE ORDERS**

The Owner believes that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All Change Orders and alternative suggestions must be approved by the Municipality prior to execution.

34.1. Change Orders shall comply with 720 ILCS 5/33E-9.

34.2. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.

34.3. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.

34.4. Detailed written Requests for Change Orders must be submitted to the Owner's Representative on the form provided by the Owner. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Municipality's Purchasing Manager.

34.5. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

34.6. A written Change Order must be issued by the affected Municipality's Purchasing Manager prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

**35. INVOICES AND PAYMENTS**

The Contractor shall submit invoices to each Municipality detailing the services provided directly to the respective Municipality. All services shall be invoiced based on unit pricing and quantities used. The Municipalities shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipality. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

**Village of Lombard**  
Attn: Carl Goldsmith  
1051 S. Hammerschmidt Avenue  
Lombard, IL 60148

**Village of Bensenville**  
Attn: Joe Caracci  
717 E. Jefferson Street  
Bensenville, IL 60106

**Village of Glendale Heights**  
Attn: Rachael Kaplan  
1615 Glen Ellyn Road  
Glendale Heights, IL 60139

**36. PRECEDENCE**

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Lombard Project Specifications; the Village of Lombard General Terms & Conditions, The Village of Lombard Invitation for Bids, General Terms & Specifications and the Contractor's Bid Response.

**37. JURISDICTION, VENUE, CHOICE OF LAW**

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of DuPage County, State of Illinois for the Municipalities whose office is in DuPage County, in the Circuit Court of Will County, State of Illinois for the Municipalities whose office is in Will County and in the Circuit Court of Cook County, Illinois for Municipalities whose office is in Cook County.

**38. NON-ENFORCEMENT BY THE VILLAGE**

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Municipalities, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

**39. INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Municipalities.

**40. TERMINATION**

The Municipalities reserve the right to terminate their respective portion of this contract, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the terminating Municipalities for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the Municipalities shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

**41. NON APPROPRIATIONS**

The Municipalities reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by either the Village Board of Trustees or City Council of the affected Municipality.

**42. PROTEST PROCEDURE**

Any bidder wishing to file a protest regarding the proposal process may do so by giving written notice to the Village of Lombard Purchasing Manager within seven calendar days of the closing time and date. This notice should include the title of the requirement, the bid number, the closing date and the nature of the protest.

Any disputes concerning a question of fact under this procurement which is not disposed of by agreement shall be decided by the Village Manager of the Village of Lombard or his designee. The decision of the Village of Lombard Village Manager or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Village

Manager.

**43. AFFIDAVITS**

The following affidavits included in these contract documents must be executed and submitted with the bid:

- A) References
- B) Disqualification of Certain Bidders (Affirmation by signing Bid Form)
- C) Affidavit/Anti-collusion
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors

**44. ALTERNATE AND MULTIPLE BIDS**

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package.

The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

- 45. CONTRACTOR'S LICENSES:** The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Municipality in which the work is performed.

**46. AUDIT/ACCESS TO RECORDS**

- A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$10,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$10,000.
- C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor 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 will include the written comments, if any, of the audited parties.
- E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F) The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
  - i. negotiated prime contractors;
  - ii. negotiated change orders or contract amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
  - iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
  - i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor;

- and  
ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

**47. WITHDRAWAL OF BID**

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the respective Villages Board of Trustees have accepted said bid.

**48. COMPETENCY OF BIDDER**

If requested in writing by a municipality, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

**49. JOINT PURCHASING/PURCHASING EXTENSION**

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Lombard shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the CFB, and as otherwise required by the Village of Lombard, including, but not limited to:

- 100% performance and payment bonds for the project awarded award by other Municipalities
- Certificate of insurance naming each additional Municipality as an additional insured
- Certified payrolls to each additional Municipality for work performed

## LABOR STATUTES, RECORDS AND RATES

### CONSTRUCTION CONTRACTS

for

#### MUNICIPALITIES - STATE OF ILLINOIS

APRIL 2015

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
  - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
  - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
  - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
  - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix B), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for DuPage County and/or Will County and Cook County must be prominently posted at the project site by the Contractor.
  - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."
    - 4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.
    - 4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time.

A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

- 4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."
- 4.2.1 The Contractor shall submit to the Village by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.
- 4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.
- 4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

- 5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

#### 6.0. Drug Free Work Place

Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 6.1 Publishing a statement:
1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
  2. Specifying the actions that will be taken against employees for violations of such prohibition.
  3. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 6.2 Establishing a drug free awareness program to inform employees about:
1. the dangers of drug abuse in the workplace;
  2. the Village's or Contractor's policy of maintaining a drug free workplace;
  3. any available drug counseling, rehabilitation and employee assistance programs;
  4. the penalties that may be imposed upon employees for drug violations.
- 6.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 6.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.
- 6.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 6.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 6.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

7.0 Patriot Act Compliance

The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

8. Cooperation with Freedom of Information Compliance

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

**2015 MUNICIPAL PARTNERING INITIATIVE**  
**SEWER LINING**  
**SUMMARY OF WORK**

**1.0 General**

Wherever the word "Owner" or "Engineer" appears in this document, it shall be interpreted to mean each municipality's representative.

Wherever the word "Contractor" appears in this document, it shall be interpreted to mean the firm, partnership, joint venture, or corporation contracting with each municipality for performance of prescribed work.

**2.0 Scope of Project**

This project includes quantities for 10,435 Linear Feet of sanitary sewer lining in various sizes of cured-in-place pipe lining (CIPP), rehabilitation and restoration of structural integrity of the existing sanitary and storm sewer pipes by the Inversion and Curing of a Resin-Impregnated Tube process and all related and ancillary work. The work contained on this project is located within easements, license areas, or right-of-ways of the Village of Bensenville, Village of Glendale Heights and the Village of Lombard.

Each municipality has the right to delete from or add to the contract quantities without placing penalty to the contract unit costs for construction.

The Village of Lombard further reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bidding procedures and to award the contract in a manner best serving the interest of the municipality. Work included is shown on drawings prepared by the Village of Lombard which has been supplied by each municipality. The lining work shown on the drawings is not conclusive and is subject to change.

**3.0 Maintenance Bond**

The Contractor is required to furnish a maintenance bond approved by the municipality in the amount equal to ten percent (10%) of the contract price. This bond shall provide a guarantee against defective materials and workmanship on all materials, items and work furnished under this contract, including contract changes and additions **for a period of one year** from date of written final acceptance and final payment. If within the guarantee one (1) year period, any defects or signs of deterioration are noted which, in the opinion of the municipality, are due to the faulty installation, workmanship, or materials, the municipality shall notify the Contractor. At the Contractor's expense, the Contractor agrees to make any and all repairs, adjustments or replacements to correct the condition/s to the complete satisfaction of the municipality work has been completed in.

**4.0 Contract Completion Date and Interim Completion Dates**

The Contractor shall execute the contract within ten working days after contract award by each individual municipality. The Contractor shall start the work to be performed under the contract not later than ten calendar days after the execution of the contract by the municipality.

The Contractor shall complete all work under this Contract on or before, but no later than, December 4, 2015

## 5.0 Design for Minimum CIPP Liner Thickness

Product, Manufacturer / Installer Qualification Requirements:

Since sewer products are intended to have a 50-year design life, and in order to minimize the Engineer's risk, only proven products with substantial successful long-term track records will be approved. All trenchless rehabilitation products and installers must be pre-approved prior to the formal opening of proposals.

**Products and Installers seeking approval must meet all of the following criteria to be deemed Commercially Acceptable:**

- A. For a Product to be considered Commercially Proven, a minimum of 1,000,000 linear feet or 4,000 manhole-to-manhole line sections of successful wastewater collection system installations in the U.S. must be documented to the satisfaction of the Engineer to assure commercial viability.
- B. For a Contractor to be considered as Commercially Proven, the Contractor must satisfy all insurance, financial, and bonding requirements of the Engineer, and must have had at least 5 (five) years active experience in the commercial installation. In addition, the Contractor must have successfully installed at least 200,000 feet of the product bid in wastewater collection systems. Acceptable documentation of these minimum installations must be submitted to the Engineer.
- C. Sewer rehabilitation products submitted for approval must provide third party test results supporting the structural performance (short-term and long-term) of the product and such data shall be satisfactory to the Engineer. Test samples shall be prepared so as to simulate installation methods and trauma of the product. No product will be approved without independent third party testing verification.
- D. Both the rehabilitation manufacturing and installation processes shall operate under a quality management system which is third-party certified to ISO 9000 or other recognized organization standards. Proof of certification shall be required for approval.

Documentation for products and installers seeking pre-approved status must be submitted no less than two weeks prior to proposal due date to allow time for adequate consideration. The Engineer will advise of acceptance or rejection a minimum of three days prior to the due date. All required submittals must be satisfactory to the Engineer.

## 6.0 Materials

- A. Tube - The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1743, Section 5.2.1 The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections. Additional requirements for the Tube include:
  - 1. The wet out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design thickness.
  - 2. The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be utilized.
  - 3. The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and all the resin impregnation (wet out) procedure to be monitored.
  - 4. The Tube shall be homogeneous across the entire wall thickness containing no intermediate or

encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.

5. The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
  6. Seams in the Tube shall be stronger than the non-seamed felt material.
  7. The Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturer's name or identifying symbol. The tubes must be manufactured in the USA.
- B. Resin - The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy system including all required catalysts, initiators or hardeners that when cured within the tube create a composite that satisfies the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

## 7.0 Structural Requirements

- A. The CIPP shall be designed as per ASTM F1216. The CIPP design shall assume no bonding to the original pipe wall.
- B. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Engineer's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.
- C. The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7. Application of Enhancement (K) Factors in excess of 7 shall be substantiated through independent test data to the satisfaction of the Engineer.

The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.

### **The following are the minimum nominal required CIPP (resin liner) thicknesses:**

- A. Existing sanitary and storm sewer pipe diameter eight (8), ten (10) and (12) inch pipe- minimum nominal liner thickness six (6.0) millimeter.
- B. Existing sanitary and storm sewer pipe diameter fifteen (15) inch to eighteen (18) inch pipe- minimum nominal liner thickness seven and one half (7.5) millimeter.
- C. Existing sanitary sewer pipe and storm sewer pipe diameter twenty-one (21) inch - minimum nominal liner thickness nine (9.0) millimeter.
- D. Existing sanitary sewer pipe and storm sewer pipe diameter twenty-four (24) inch - minimum nominal liner thickness ten and one half (10.5) millimeter.

The Contractor shall calculate and verify the above referenced liner thickness requirements based on the fully deteriorated host pipe condition with a safety factor of two (2) as indicated in ASTM F 1216 design considerations. The existing pipe *shall not* be considered as providing any structural support to the liner pipe. In the liner thickness calculations, the enhancement factor (K) shall not be greater than 7.0, the minimum safety factor shall be 2.0, and the flexural modulus of elasticity shall be reduced 50% to account for long term effects and used in the design equation  $E_L$ . Actual values of pipe ovality and depth shall be used whenever possible. If ovality cannot be obtained, the minimum ovality of the host pipe shall be 5 percent. No liner will be approved for installation until liner thickness calculations have been submitted and reviewed for conformance with the specifications and installation requirements.

Only if the calculated liner thickness exceeds the above referenced requirements the Contractor shall notify the municipality Engineer and a determination shall be made as to which liner thickness shall control.

## 8.0 Testing Requirements

- A. Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical-testing requirements.
- B. Hydraulic Capacity - Overall, the hydraulic cross-section shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
- C. CIPP Field Samples - When requested by the Engineer, the Contractor shall submit test results from field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified herein have been achieved in previous field applications. Samples for this project shall be made and tested as Follows:

CIPP samples shall be prepared for each installation designated by the Owner/Engineer or approximately 20% of the project's installations. Pipe physical properties will be tested in accordance with ASTM F1216 or ASTM F1743, using either sampling method proposed. The flexural properties must meet or exceed the values listed in Table 1 of ASTM F1216 or the values submitted to the Owner/Engineer by the Contractor for this project's CIPP wall design, whichever is greater.

## 9.0 Required Submittals

Submit to the Engineer, for approval, product data and catalogue cuts for all materials used in the installation of the CIPP, prior to ordering of material. Submittals shall contain:

1. Date of submittal and dates of previous submittals.
2. Project title and number.
3. Contract identification.
4. Names of:
  - a. Contractor
  - b. Supplier
  - c. Manufacturer
5. Identification of product, with identification numbers, and drawing and specification section

- numbers.
6. Field dimensions, clearly identified.
  7. Identify details required on drawings and in specifications.
  8. Show manufacturer and model number, give dimensions, and provide clearances.
  9. Relation to adjacent or critical features of work or materials.
  10. Applicable standards, such as ASTM or Federal Specification numbers.
  11. Identification of deviations from Contract Documents.
  12. Identification of revisions on resubmittals.
  13. Eight-inch by 3-inch blank space for Contractor and Engineer stamps.
  14. Contractor's stamp, signed, certifying to review of submittal, verification of products, field measurement, field construction criteria, and coordination of information within submittal with requirements of work and Contract Documents.

All of the above noted submittal process is incidental to work performed.

#### 10.0 Sequence of Operations

The contractor shall coordinate his work in a manner that will cause as little inconvenience to traffic as possible. The Contractor shall work closely with municipality Officials, Fire, Police Departments and other Contractors in coordinating interruption to normal traffic and parking facilities, access to homes and businesses, and inconvenience to the public.

The proposed work sequence for the Contractor follows:

1. The proposed sewer main pipe locations and conditions have been determined from the available records. It is the Contractor's responsibility to review the available records, obtain additional new video records for evaluation of existing sewer system condition, field verify locations, elevations and diameters of all to be lined sewer pipes prior to ordering the appropriate materials.
2. Clean existing manholes and sewer lines to condition necessary for proper installation of lining material, including root cutting, removal of debris and other protruding obstructions.
3. Rehabilitate existing sewer systems.
4. Reinstate and reconnect active sewer service connections

If the Contractor proposes a different work schedule than outlined above, the Engineer's written approval of the modified schedule must be obtained in advance.

#### 11.0 Material Storage and Removal

The Contractor shall not deliver and store any material on the project site more than one week in advance before commencing with this work. Paved portions of the street may be used for material storage and the exact material storage location shall be approved by the Engineer.

Any remnants of construction materials, debris and litter generated by the Contractor shall be collected and removed off the jobsite every day or the same day if requested by the Engineer. Any required pavement repair and parkway restoration (sodding), due to the damage caused by on-site material storage, shall be borne by the Contractor and be considered incidental to the contract.

## 12.0 Quality Assurance

Codes and Standards references:

1. Illinois Department of Transportation
  - a. Standard Specifications for Road and Bridge Construction (Current Edition) (IDOTSPECS).
  - b. Illinois Department of Transportation. Bureau of Design. Highway Standards (ILHWSTDS).
  - c. Illinois Department of Transportation. Bureau of Local Roads.
  - d. BLR Standard 17-3 - Standard Design Typical Application of Traffic Control Devices for Day Labor Construction on Local Highways.
  - e. BLR Standard 21-6 - Standard Design Typical Application of Traffic Control Devices for Contract Construction on Local Highways.
2. Standard Specifications for Water & Sewer Main Construction in Illinois, latest edition (SS W&S).
3. Metropolitan Water Reclamation District of Greater Chicago (MWRD) requirements if applicable to Municipality.
4. American Society for Testing and Materials (ASTM) F 1743, latest edition.
5. ASTM Standard F 1216 "Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube" latest edition.
6. Local municipal improvement codes.

## 13.0 Work Quality Inspection

As part of post lining testing, the Contractor may be requested by the Engineer to open manholes for field inspection and/or "punch list" generation at no additional cost to the municipality when project is complete.

## 14.0 Existing Sewer System Condition Evaluation-Prior to Lining Work

The existing sewer main pipe condition and sewer service pipe locations have been determined from the available records. Each municipality will provide manhole to manhole lengths, pipe sizes and location maps. However, it is the Contractor's responsibility to re-inspect the condition of the existing sewer system. The interior of the sewer pipe and service connections shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the impregnated tube, such as defective (protruding) service connections collapsed or crushed pipe and reductions in ovality of more than ten (10%) percent. These conditions shall be recorded and brought to the attention of each municipality so that they may be corrected prior to lining. The Owner reserves the right to review pre-lining recordings prior to lining.

The Contractor shall use experienced National Association of Sewer Service Companies (NAASCO) Pipeline Assessment Certification Program trained and certified personnel (and provide their name and certification number) in the use of closed circuit television in existing sewer systems, which shall furnish the necessary labor, tools, equipment, and appurtenances to perform the sewer televising services as specified. The television inspection equipment and procedures used shall comply, but are not limited, with the following:

1. The sewer inspections shall be recorded digitally directly on the DVD and/or Thumb drives (not on VHS transposed over to DVD). Recording playback shall be at the same speed that it was recorded. Cost of supplying two DVD's or thumb drives and reports to the municipality shall be included in the bid's unit price. A complete recording shall be made of each line televised. A voice recording shall be done on the DVD.

2. Location of sewer lines inspected using manhole number (sanitary sewer) and street addresses (storm sewer)
3. Quadrant location of all leaks and cracks.
4. Size (diameter) of sewer line televised.
5. Location of building service connections
6. The footage and manhole numbers shall appear on the screen at all times.
7. Television Inspection logs shall be reported in the sequence as they appear on the DVD's.
8. The sewer televising camera shall have the capability of a rotating lens. While televising the sewer pipe, the Contractor will rotate the camera so as to look in the service and determine if the service is capped or active (in service). This shall also be reflected in the reports. (i.e. capped or live)
9. The Contractor will increase the skids on the camera to the proper size so that camera is in the center of the sewer pipe.
10. Deep sags are to be dewatered so that proper television inspection can be performed.
11. Any point repairs necessary prior to lining shall either be handled by the municipality directly or shall be considered a change order.

Any deviation from the location and/or quantity indicated in bid documents shall be noted and brought to the attention of the Engineer, so that the bid quantities may be adjusted prior to commencing with any sewer repair/lining work.

#### 15.0 Sewer Pipe Cleaning

The existing sewer pipes shall be cleaned with hydraulically powered equipment, high velocity jet cleaners or mechanically powered equipment. All internal debris, tree roots and other obstructions shall be removed from the existing (to be lined) sewer pipe. The Contractor shall intercept all debris from the pipe cleaning process at a point within the work zone so that no debris is allowed to travel downstream through the sewer system. Debris captured and removed from the sewer system shall be transported and disposed of in a lawful manner.

Cleaning and Heavy Cleaning, including capture, removal, disposal of debris shall be included in the base (sewer lining) unit price, and shall be performed by the Contractor at no additional cost to each municipality.

#### 16.0 Sewer Flow Bypassing

Sewer flows will occur during the sewer pipe repair/lining work. It shall be the responsibility of the Contractor to plan and execute, where necessary, sewer bypass pumping operations sufficient to avoid causing sewer back-ups for each municipality residential and commercial customers and to avoid illegal discharge onto land or into waterways.

Contractor shall ensure that all bypass hoses are in good, working condition, not damaged, i.e., leaking. The contractor shall also supply adequate hose length to reach the next downstream manhole prior to commencing such work. In the event that bypass hoses need to cross the roadway, the contractor will need to furnish traffic ramp and bump signage in both directions along with standard Traffic Control and Protection.

The pump and bypass lines shall be of adequate capacity and size to handle the sewer flow. The Contractor shall be responsible for proper scheduling of all work, taking into consideration the possibility of rapid increases in flow resulting from rainfall and other natural events, and shall be fully prepared for all adverse conditions that may arise.

Each municipality approval is required for any bypass pumping operation that goes beyond normal working hours. The contractor is responsible for maintaining the pump, and all appurtenances including lines at all times during a bypass operation.

The cost associated with sewer bypassing shall be considered incidental to the cost of the contract. The Contractor shall bear all costs arising from failure to anticipate bypass pumping needs, including, but not limited to the emergency stoppage of work, remobilization, removal and replacement of damaged work, emergency response by municipality personnel and compensation for damage to public and private property.

#### 17.0 **Corrective Work**

Any lining installation that fails to meet performance standards as identified herein, or contains other significant defects shall be subjective to corrective action.

Each municipality shall notify in writing of any work that is rejected, and shall specify the reasons for rejection. Within 10 days of receiving notice of rejected work, the Contractor shall submit a written proposal to the municipality detailing the proposed corrective action for each item of rejected work. The Contractor shall not proceed with corrective action until the Engineer has approved the proposed corrective action. All corrective work must meet the standards and specifications set forth in this contract.

If determined that the existing sewer service is damaged by cutting of the liner, the municipality will allow the use of Performance Pipelining Tee-Liner process or the municipality Engineer approved equal for service restoration.

If it appears that there is no acceptable alternative for sewer repair, the municipality may require the Contractor to remove all or a portion of the defective lining and install new lining in place. All expenses for a defective sewer repair/relining work and material shall be borne by the Contractor.

#### 18.0 **Prosecution and Progress**

The Contractor shall complete all work under this Contract no later than **December 4, 2015**. Failure to complete the work will result in liquidated damages as specified in Section 108 of the Standard Specifications (IDOTSPECS).

#### 19.0 **Contractor's Use of Premises**

1. Coordinate use of premises under direction of Engineer.
2. Assume full responsibility for protection and safekeeping of products under this Contract.
3. Obtain and pay for use of additional storage or work areas needed for operations at no additional cost to Owner.
4. Conduct operations to ensure least inconvenience to general public.
5. See Appendix A for each municipality's additional input on local parking plan.

#### 20.0 **Pre-Construction Meeting**

A pre-construction meeting with the Contractor will be held with each municipality to discuss all issues pertaining to this project. The contractor is requested to bring the following information to this meeting:

1. The Contractor's proposed construction schedule.
2. Name of sub-contractors (if applicable) involved in these projects.

3. Name of Project Manager.
4. Name of individual responsible for traffic control and maintenance
5. Emergency and Non-emergency Contact info including emails and phone numbers.

## 21.0 Weekly Meetings

Regular weekly meetings between the Contractor Project Manager and the Engineer are required. The proposed Contractor's working schedule for the next two (2) weeks shall be submitted to the Engineer during each meeting. If any modifications to the proposed schedule are requested by the Engineer, the Contractor shall adjust his proposed schedule accordingly.

## 22.0 Protection of Trees

Every effort shall be made by the Contractor when working near trees and shrubs to preserve same from harm. No trees or shrubs shall be removed unless so indicated on the Plans or as authorized in the field by the Engineer. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Damage to tree limbs shall be held to a minimum. Shrubs and tree limbs shall be tied back wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches is unavoidable, they shall be pruned before starting work and sealed in accordance with best forestry practice.

No pruning of tree limbs or branches will be allowed without the written permission from the Engineer. If pruning is necessary and approved, it will be done by an approved licensed landscape contractor, if the Engineer deems it is necessary. The Contractor shall contact the Engineer at least 24 hours prior to his need to prune. Tree protection shall be incidental to the Contract.

## 23.0 Safety

The Contractor shall comply with State, Local, MWRD and Federal Safety and Health regulations applicable to the work being performed including OSHA approved confined space entry procedures. Prior to entering access areas such as manholes, and performing inspection or cleaning operations, an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen must be undertaken in accordance with Local, State, or Federal Safety regulations.

The cost associated with the above referenced safety precautions shall be considered incidental to the cost of the contract.

## 24.0 Water Usage

See Appendix A for each municipality's additional input on local water usage plan.

## 25.0 Pay Estimates

Each municipality will provide a spreadsheet that will list the segments and sewer pipe lengths to be lined. The contractor shall submit any changes at time of submittal of pay estimates, and two week schedules. The spreadsheet shall include at a minimum, the following items: street name (from – to); segment (from manhole to manhole); actual length; size of pipe; unit cost; service connections reinstated; protruding taps. The items mentioned above are in addition to other required submittals, i.e., certified payroll, waivers of lien, invoice, and electronic payout form (provided by each municipality). Pay estimates shall be submitted by the Contractor once a month.

## 26.0 Payout Procedures

Each municipality payout procedure schedule will be submitted to the contractor at the preconstruction meeting. A monthly pencil draw meeting must be held between the contractor's representative and each municipality project manager to agree on the quantities to be submitted for payment. If a pencil draw meeting is not held, the project manager will submit to the contractor the latest quantities measured by municipality staff and those numbers must be used for the current billing period. If the contractors submitted quantities are different than those agreed to or submitted to each municipality, the municipality will proceed with the invoice approval of the lesser amount per line item (either the contractor's itemized invoice or the inspected and approved item quantity by the municipality inspectors) for payment. In no case, will the line item invoice payment exceed the inspected and approved quantity per municipality inspection requirements.

Applications for payment must be submitted on a municipality approved itemized invoicing form that includes pay item descriptions, original contract quantities and unit prices, previous, current and total quantity summaries, and approved change orders. Other required submissions include the current waivers of lien, contractor's affidavits, contractor's sworn statement, certified payroll report, and any other documents or invoice paperwork as requested by each municipality.

Any questions pertaining to payments are to be forwarded to the municipal project manager or the Engineer. Contractors shall not call each municipality Finance Department with questions regarding pay applications. The pay application process is approximately six weeks from the pencil draw meeting to the issuance of checks. All checks will be mailed and no allowances will be made to hold checks for pickup.

## 27.0 Payment for Extra Work

The methods for measurements and payments for Extra work shall be in accordance with the applicable articles of Section 109 of the Standard Specifications.

Extra work shall not be started until authorization from the Engineer is received. Extra work will be paid for at either the contract price, a lump sum price or agreed unit prices, or on a force account basis.

If a force account basis method for payment is used, than the procedures outlined in the Illinois Department of Transportation Construction Memorandum 08-09: Force Account Billing, dated January 1, 2008 shall be followed by the Contractor.

As indicated in the above referenced Memorandum particular attention should be paid to the following:

1. Each day the force account is being performed Form BC 635; Extra Work shall be completed and submitted to the Engineer.
2. The most recent edition of Equipment Watch's Rental Rate Blue Book will be used as the source of equipment rates for force account billing.

## 28.0 Metropolitan Water Reclamation District ("MWRD")

If applicable, The MWRD Permit section field office (708/222-4055) must be notified at least two days prior to commencement of work.

When access to MWRD manhole is required the MWRD manhole opening shall be coordinated with Mr. Roscoe Hardeman (312-497-9472) of MWRD. Any MWRD manholes shall be identified at the pre-bid meeting.

### 29.0 **Public Advisory**

A minimum of two weeks prior to commencing with sewer repair/lining work the Contractor shall coordinate with each municipality to provide general public notice of the work to be done.

Public advisory services will be required to notify all parties not less than 48 hours in advance whose sewer services will be out of commission and to advise against water usage until the sewer service is back in service. This is the responsibility of the Contractor. Written notices must be approved by each municipality prior to publication, and must contain specific information as to when the sewer service disruption will begin and end.

No customer shall be deprived of sanitary sewer service for more than eight consecutive hours unless approved by the Engineer.

The Contractor shall assume responsibility and liability for any sewer backups or other damages sustained by residents or businesses as a result of testing, cleaning, lining or any other part of the work. The Contractor shall arrange and pay for professional cleaning and/or repair services where required at no additional cost to the municipality. The foregoing assumption of responsibility and liability will be waived by the Owner in the case of backups caused by the failure to reinstate laterals erroneously determined to be abandoned by the Owner.

"No Parking - Police Order" signs are available upon request at the office of the Engineer. All such notices shall be removed by the Contractor immediately upon the completion of work in each block. The cost associated with public advisory shall be considered incidental to the cost of the contract.

### 30.0 **Hours of Construction**

No work shall be done Monday thru Friday between 7:00 P.M. and 7:00 A.M., nor on Saturdays, Sundays, or legal holidays without written permission of Owner. Permission to work the day before the holiday must be granted two (2) weeks in advance of work. However, emergency work may be done with permission from Engineer. Work activity, as intended herein, includes warming or starting up of any machinery or engines.

### 31.0 **Protection of Environment**

The protection of environment shall include:

1. Contractor, in executing work, shall maintain work areas on- and off-site free from environmental pollution that would be in violation of any federal, state or local regulations.
2. Take adequate measures to prevent impairment of operation of existing sewer systems. Prevent construction material, earth, or other debris from entering sewers or sewer structures.
3. Observe rules and regulations of State of Illinois and agencies of U.S. government prohibiting pollution of any lake, stream, river or wetland by dumping of refuse, rubbish, dredge material or debris therein.
4. Comply with procedures outlined in U.S. EPA manuals entitled, "Guidelines for Erosion and Sedimentation Control Planning and Implementation," Manual EPA-R2-72-015 and "Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity," Manual EPA 430/9-73-007.

5. Dispose of excess excavated material and other waste material in a lawful manner.
6. Minimize air pollution by wetting down bare soils during windy periods, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by Contractors, and encouraging shutdown of motorized equipment not actually in use.
7. Trash burning will not be permitted on construction site.
8. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either U.S. EPA or U.S. Department of Agriculture or any other applicable regulatory agency.
9. Use of such chemicals and disposal of residues shall be in conformance with manufacturer's instructions.
10. Conduct operations to cause least annoyance to residents in vicinity of work, and comply with applicable local ordinances.
11. Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise and dust.
12. Equip gasoline or oil operated equipment with silencers or mufflers on intake and exhaust lines
13. Line storage bins and hoppers with material that will deaden sounds.
14. Conduct operation of dumping rock and of carrying rock away in trucks so as to cause minimum of noise and dust.

### 32.0 Clarification

All here-in referenced conditions and items: Pre-Construction and Weekly Coordination Meetings, Maintenance Bond, Notifications, Coordination with other Contractors, Work Scheduling and Phasing, Sewer Flow bypassing, Dirt and Dust Control, Safety, Pre-lining and Post lining sewer evaluation, 2 DVD copies or thumb drives with 2 reports, Corrective work, etc. are considered incidental to the contract and shall be included in the sewer lining work unit price.

### **SPECIAL PROVISIONS CURED-IN-PLACE PIPE**

It is the Contractor's responsibility to inspect the condition of the existing sewer system after all sewer repair/lining work is complete.

The Contractor shall use experienced National Association of Sewer Service Companies (NAASCO) Pipeline Assessment Certification Program trained and certified personnel (and provide their name and certification number) in the use of closed circuit television in existing/repared sewer systems, which shall furnish the necessary labor, tools, equipment, and appurtenances to perform the sewer televising services as specified. The television inspection equipment and procedures used shall comply, but are not limited, with the following:

1. The sewer inspections shall be recorded digitally on thumb drives or on DVD as required by each municipality. Recording playback shall be at the same speed that it was recorded. A complete recording shall be made of each line televised. A voice recording shall be done on the thumb drive/DVD. Village of Lombard requires thumb drives.
2. Location of sewer lines inspected using manhole number (sanitary sewer) and street addresses (storm sewer)
3. Post lining television inspection shall include rotating the lens to inspect all reinstated sewer services. Inspection of service opening shall be of the liner cutting to determine if opening is sufficient. If determined that the existing service is damaged by cutting of the liner, the municipality will allow the

use of Performance Pipelining Tee-Liner process or municipality Engineer approved equal for restoration.

4. Location of building service connections.
5. The footage and manhole numbers shall appear on the screen at all times.
6. Television Inspection logs shall be reported in the sequence as they appear on the DVD's.
7. The Contractor will increase the skids on the camera to the proper size so that camera is in the center of the sewer pipe.
8. Deep sags are to be dewatered so that proper television inspection can be performed.

Other incidental and measure of payment requirements to the cured-in-place pipe lining include:

1. Mobilization and site preparation.
2. Existing sewer system televising and cleaning before lining process
3. Televising of sanitary and storm sewer to determine installed conditions.
4. Placement of lining material within sanitary and/or storm sewer.
5. All manhole connections shall be water tight.
6. Flow control, including bypass pumping, if required.
7. Reinstatement and reconnection of active sewer service connections.
8. CCTV Examination: Televis interior of pipe after completion of work and provide DVD to Engineer. Use pan and tilt color 3 lux camera to view the sewer service lateral connections.
9. Sewer testing and internal inspections of installation.
10. Pavement damage and restoration.
11. Parkway damage and restoration.
12. Cleanup.
13. Other appurtenant and incidental work.
14. Traffic control and protection by contractor.
15. Each DVD will be permanently labeled with the following information.
  - a. Job/Work Order No.:
  - b. Contractor Name:
  - c. CD No.:
  - d. Date Televised:
  - e. Date Submitted:
  - f. Street/Easement (Location):
  - g. Upstream MH
  - h. Downstream MH
16. Data shall be configured according to the definitions and database structures included in this specification. Video must be able to be viewed using Windows Media Player 9 Series and have the ability to use all features of the video player including fast forward capability.
17. Measure sewer in linear feet (lf) on straight horizontal line along centerline of sewer. Do not include distance through manholes in measurement.

**The prior to lining sewer condition evaluation information and the post lining sewer condition evaluation information shall be recorded on the same thumb drive/DVD.** Cost of supplying two thumb drives/DVD copies and reports to each municipality shall be included in the sewer lining work unit price. Village of Lombard requires thumb drives.

#### **Basis of Payment – Cured-In-Place Pipe**

Payment shall be made for the contract unit price per lineal foot for CURED IN PLACE PIPE – STORM OR SANITARY SEWER LINING of the diameter specified, which price shall be in full for labor, material, testing and equipment required for complete and operational existing sewer main rehabilitation.

**SPECIAL PROVISION FOR  
REINSTATEMENT OF SERVICE LATERALS –  
STORM OR SANITARY SEWER**

The reinstatement of service laterals shall include the costs of:

1. Site Preparation.
2. Protecting existing utilities, site objects and new work.
3. Contractor shall certify a minimum of two complete functional cutters plus key spare components are on the job site before each installation.
4. Re-open branch connections without excavation, utilizing a remotely controlled cutting device, monitored by a CCTV.
5. Branch (service) connections shall be re-established at a minimum of 95% of the flow capacity and shall be wire brushed smooth, without damaging PVC services, to full diameter of openings.
6. If it is determined that the existing service is damaged by cutting of the liner, the Engineer will allow the use of Performance Pipelining Tee-Liner process, or approved equal method, for service restoration. No additional compensation will be provided for the required service repair work.
7. No additional payments will be made for excavations for the purpose of reopening connections and the Contractor shall be responsible for all costs and liability associated with such excavation and restoration work.
8. Cleanup.
9. Collect all reinstatement coupons at the next downstream manhole. All excess lining material is to be removed from the sewer system.
10. Other appurtenant and incidental work.
11. General requirements of sections listed.
12. Traffic control and protection.
13. Unless otherwise directed by the Owner or his authorized representative, all active laterals will be reinstated. The Owner reserves final authority to determine if laterals are active or abandoned, and to omit the reinstatement of laterals determined to be abandoned.

**Basis of Payment – Reinstatement of Service Laterals**

Include cost of work listed herein in unit price each for REINSTATEMENT OF SERVICE LATERALS – STORM OR SANITARY SEWER which price shall be in full for labor, material, testing and equipment required for complete and operational sewer main rehabilitation

**SPECIAL PROVISION FOR  
PROTRUDING TAP REMOVAL**

The protruding tap removal shall include the costs of:

1. Site Preparation.
2. Protecting existing utilities, site objects and new work.
3. Removal of protruding taps utilizing a remotely controlled cutting device.
4. CCTV record image of before and after tap removal.
5. Cleanup.
6. Other appurtenant and incidental work.
7. General requirements of sections listed.
8. Traffic control.

**Basis of Payment – Protruding Tap Removal**

Include cost of work listed herein in unit price each for PROTRUDING TAP REMOVAL which price shall be in full for labor, material, testing and equipment required for complete and operational sewer main rehabilitation.

#### **TRAFFIC CONTROL PLAN**

Effective: September 30, 1985

Revised: January 1, 2007

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

STANDARDS: 701601-09, 701701-09, 701901-04

DETAILS: TC-10 Traffic control and protection for side roads, intersections and driveways

#### SPECIAL PROVISIONS:

Work Zone Traffic Control (LRS#3)

Flaggers in Work Zones (LRS #4)

Traffic Control and Protection North Avenue

METHOD OF MEASUREMENT: All traffic control indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis.

**BASIS OF PAYMENT: All traffic control and protection on North Ave. (IL Route 64) will be paid for at the contract LUMP SUM price for Traffic Control and Protection-North Avenue.**

All Traffic Control and Protection at locations other than North Avenue shall be included in the cost of each pay item.

**Appendix A:  
Additional Municipality-specific Information**

**Lombard**

Project Manager – Ray Hoving, Civil Engineering Technician, 630-620-3598, [hovingr@villageoflombard.org](mailto:hovingr@villageoflombard.org)

Local Parking Plan – overnight parking available at Public Works Facility located at 1051 S. Hammerschmidt Avenue.

Local Water Plan – the Village of Lombard will allow water to be obtained from Village-owned hydrants, as approved by the project manager. The Contractor must obtain a permit and make a refundable deposit (up to \$2,000), install portable water meter/backflow device and maintain a record of water quantity used (no cost for water).

Maps – see segment list and maps attached.

**Bensenville**

Project Manager – Mehul Patel, Assistant Director of Public Works-Engineering Division, 630-594-1196, [mpatel@bensenville.il.us](mailto:mpatel@bensenville.il.us)

Local Parking Plan – overnight parking is available at the Public Works Facility located at 717 E. Jefferson Street.

Local Water Plan – Water is available at the Public Works Facility located at 717 E. Jefferson Street. No charge for water.

Maps – see segment list and maps attached.

**Glendale Heights**

Project Manager – Jeff McCumber, Utilities Division Manager, 630-260-6040  
[Jeff\\_McCumber@glendaleheights.org](mailto:Jeff_McCumber@glendaleheights.org)

Local Parking Plan - Overnight parking is available at the Public Works Facility located at 1615 Glen Ellyn Road

Local Water Plan – Water is available at the Public Works Facility located at 1615 Glen Ellyn Road. A refundable deposit in the amount of \$1,500.00 is required for water meter rental.

Maps – See maps attached

## APPENDIX B

DOCUMENTS TO RETURN WITH BID SUBMISSION  
(PAGES 36-42)

**CONTRACTOR REFERENCES**

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Contact Person/  
Telephone Number: \_\_\_\_\_  
Dates of Service/Award  
Amount: \_\_\_\_\_

Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Contact Person/Telephone  
Number: \_\_\_\_\_  
Dates of Service/Award  
Amount: \_\_\_\_\_

Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Contact Person/  
Telephone Number: \_\_\_\_\_  
Dates of Service/Award  
Amount: \_\_\_\_\_

Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Contact Person/  
Telephone Number: \_\_\_\_\_  
Dates of Service/Award  
Amount: \_\_\_\_\_

Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Contact Person/  
Telephone Number: \_\_\_\_\_  
Dates of Service/Award  
Amount: \_\_\_\_\_

Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Contact Person/  
Telephone Number: \_\_\_\_\_  
Dates of Service/Award  
Amount: \_\_\_\_\_

## **DISQUALIFICATION OF CERTAIN BIDDERS**

### **PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

1. has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
2. has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
3. has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
4. has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
5. has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
6. has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
7. has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
8. has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
9. has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

**(Please sign bid form indicating compliance)**

**ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_, being first duly sworn,

deposes and says that he is \_\_\_\_\_  
(Partner, Officer, Owner, Etc.)

of \_\_\_\_\_  
(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract. The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

\_\_\_\_\_  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.  
Subscribed and Sworn to this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*

**CONFLICT OF INTEREST**

\_\_\_\_\_, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Municipality identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Lombard may disqualify the bid or the affected the Municipality may void any award and acceptance that the Municipality has made.

\_\_\_\_\_  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.  
Subscribed and Sworn to this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*

**TAX COMPLIANCE AFFIDAVIT**

\_\_\_\_\_, being first duly sworn,

deposes and says that he is \_\_\_\_\_  
(Partner, Officer, Owner, Etc.)

of \_\_\_\_\_  
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the any of the Municipalities identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action

\_\_\_\_\_  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

**SUB-CONTRACTOR INFORMATION**

**(ATTACH ADDITIONAL PAGES AS NEEDED)**

Name: \_\_\_\_\_ # Years in Business: \_\_\_\_\_  
Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_  
Services provided by Sub-Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

.....

Name: \_\_\_\_\_ # Years in Business: \_\_\_\_\_  
Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_  
Services provided by Sub-Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

.....

Name: \_\_\_\_\_ # Years in Business: \_\_\_\_\_  
Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_  
Services provided by Sub-Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX C:  
AGREEMENT ACCEPTANCE**

**RFB #2015-103  
2015 SANITARY AND STORM SEWER LINING**

**VILLAGE OF LOMBARD  
CONTRACT  
(Sample Form)**

CONTRACT DOCUMENT NUMBER **RFB #2015-103**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and \_\_\_\_\_ (hereinafter referred to as the "Contractor") and their respective successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

Sanitary and storm sewer cleaning and closed circuit television inspection for Governmental Agencies of: the Village of Clarendon Hills, DuPage County Public Works Department and the Village of Lombard. This work entails light cleaning, heavy cleaning, and televising of approximately 18,000 LF of sewer mains varying from 8"-108" in diameter.

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. Contract Document Number RFB # 2015-103 for 2015 Sanitary and Storm Sewer Cleaning and CCTV Inspection, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number RFB # 2015-103 - Legal Notice
    - iv) General Terms and Conditions
    - v) Project Special Provisions
    - vi) Appendix A- Additional municipality specific information
    - vii) Appendix B- Required contract submittal forms (viii-xii)
    - viii) Disqualification of Certain Bidders Form
    - ix) Anti - Collusion Affidavit and Contractor's Certification Form
    - x) Conflict of Interest Form
    - xi) Tax Compliance Affidavit Form
    - xii) Sub – Contractor Information Form
    - xiii) National Security/USA Patriot Act
    - xiv) Appendix C – Acceptance Agreement (Sample Form of Contract)
  - b. The Contractor's Bid Proposal Dated: \_\_\_\_\_
  - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
  - d. Executed Bidder's Certification Form.
2. The Village of Lombard agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the Contractor's Bid Proposal, which is made a part hereof, subject to such additions and deletions as agreed to by the parties hereto.

3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work under this contract within (120 calendar) days from the date of the Notice to Proceed. Time is of the essence in regard to this Contract, and the Contractor agrees to achieve completion within the time permitted by all proper and appropriate means including working overtime without additional compensation.
4. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment to the Contractor under this Contract, the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due each. This statement must be made under oath or be verified by affidavit. The Village shall not issue final payment nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
5. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_ 2015.

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

\_\_\_\_\_

Print Company Name

Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2015.

By: Sign Name \_\_\_\_\_ Position/Title \_\_\_\_\_

\_\_\_\_\_

Print Name

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_

Keith Giagnorio, Village President

Attest:

\_\_\_\_\_

Sharon Kuderna, Village Clerk





## 2015 SANITARY SEWER LINING PROJECT AGREEMENT

-----

This Sanitary Sewer Lining Project Agreement (the "Agreement") is entered this 18th day of August, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Hoerr Construction, Inc. (the "Contractor") (collectively, the "Parties").

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

### **Project Work.**

a. This project includes quantities for 13,380 Linear Feet of sanitary sewer lining in various sizes of cured-in-place pipe lining (CIPP), rehabilitation and restoration of structural integrity of the existing sanitary sewer pipes by the Inversion and Curing of a Resin-Impregnated Tube process and all related and ancillary work. The work contained in this project is located within easements or right-of-ways in the Village of Bartlett. All Project Work shall be performed in strict compliance with the below defined Contract Documents.

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

**Completion Date.** Contractor shall complete the Project Work in strict compliance with the requirements herein on or before **March 1, 2016**

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

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

2. Neither Owner nor Engineer guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

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

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

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

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

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

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

(v) Certified Payrolls (defined below)

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

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

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

be signed and notarized; (2) Certified Payrolls; and (3) such additional documentation and/or information requested by the Village relative to said payment.

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

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

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

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

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

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

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

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

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

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

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

**1. Commercial General and Umbrella Liability Insurance.**

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

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

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

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

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

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

**2. Continuing Completed Operations Liability Insurance.**

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

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

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

**3. Business Auto Liability Insurance.**

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

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

**4. Workers Compensation and Employees Liability Insurance.**

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

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

**5. Excess Umbrella Liability Insurance Coverage.**

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

**6. General Insurance Provisions.**

**a. Evidence of Insurance**

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

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

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

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

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

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

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

**b. Acceptability of Insurers**

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

**c. Cross-Liability Coverage**

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

**d. Deductibles and Self-Insured Retentions**

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

**e. The Village Shall Not Waive Any Rights of Subrogation**

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

**f. Failure to Comply with Insurance Reporting Provisions**

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

**g. All Insurance Obtained Shall Apply Separately to Each Insured**

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**h. Insurance Requirements Cannot be Waived**

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- i. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- ii. failing to review any Certificates of Insurance received;
- iii. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
- iv. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents are solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village of Bartlett and/or any of the other Additional Insured.

**i. Liability of Contractor is not limited by Purchase of Insurance**

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified

is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

**j. Notice of Personal Injury or Property Damage**

Contractor shall notify the Additional Insured, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

**k. Subcontractors**

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above and otherwise in strict compliance with the above insurance requirements including but not limited to the additional insured requirements set forth above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor and additional insured endorsements as required above.

**l. Performance and Payment Bonds, IDOT Contract Bond or Letter of Credit.**

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds or IDOT Contract Bond, each in the amount of **110%** of the Contract Sum, naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and approved by the Village. ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, including but not limited to payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the unit pricing set forth in Contractors Proposal.

J. Prevailing Wages.

Contractor shall pay prevailing wages for the respective County in which the Project Work is being performed, as established by the Illinois Department of Labor for each craft or type of work in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Act"). The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of prevailing wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of prevailing rate of wages. Any increase in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Village. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work and for ensuring strict compliance with the requirements of the Act, including but not limited to providing Certified Payrolls to the Village in accordance with the Act and as required herein. Copies of the February 2013 prevailing wage rates for Cook, DuPage, and Kane Counties, Illinois are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL). Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for the County in which the work is being performed as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

K. Default.

In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph "L" below.

L. **Limitation on the Owner's Liability.**

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

M. Hazardous Substances.

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by Contractor, and/or Contractors Agent (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property

by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its employees, agents, consultants, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

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

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

#### N. Delays in Project Work.

Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

#### O. Change Orders.

(1.) Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Engineer. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village corporate authorities shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as

amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator.

(2.) All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Engineer, in that said Unit Pricing already reflects Contractor's overhead and profits.

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

Q. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village, Engineer, nor Consultant shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

R. Exhibits and Contract Documents.

All Exhibits and Contract Documents referred to therein are expressly incorporated herein and made part hereof.

S. Assumption of Liability.

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

T. Severability

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

U. No Waiver of Immunities and/or Privileges by the Village of Bartlett.

Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

V. Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code

Contractor shall comply with the Architectural Barrier act of 1968, as amended (42 U.S.C. § 4151, et seq.), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

W. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with the Clean Air act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

X. Removal and Disposal

The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

Y. Work by Trade Unions

If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In

case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at neo additional cost to the Owner.

Z. Illinois Human Rights Act.

The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.) and Contractor represents and warrants to the Village as follows:

(1) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

(3) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

#### Z-1. Guarantee.

(1) Except as otherwise specified, the contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.

(2) If the Drawings, Plans, and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

#### Z-2 Miscellaneous.

(1.) This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

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

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

(4.) In construing this Agreement, section headings shall be disregarded.

(5.) Time is of the essence of this Agreement and every provision contained herein.

(6.) Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

(7.) Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

(8.) In the event of any conflict between the terms and conditions of any of the Contract Documents, and/or this Addendum, the most stringent requirements shall control.

VILLAGE OF BARTLETT:

By: \_\_\_\_\_  
Kevin Wallace  
Village President

CONTRACTOR:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Lorna Giles, Village Clerk

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_