

VILLAGE OF BARTLETT
BOARD AGENDA
AUGUST 21, 2018
7:00 P.M.

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

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

6. **MINUTES:** Public Hearing, Board and Committee Minutes – July 17, 2018

*7. **BILL LIST:** August 7, 2018 and August 21, 2018

8. **TREASURER'S REPORT:** June, 2018
Sales Tax Report – April, 2018
Motor Fuel Tax Report –May, 2018

9. **PRESIDENT'S REPORT:**

A. Bartlett High School Intern Recognition

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

11. **TOWN HALL:** (Note: Three (3) minute time limit per person)

12. **STANDING COMMITTEE REPORTS:**

A. **BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS**

*1. Storino, Ramello & Durkin Resolution Approving of Disclosure and Consent to Potential Conflict of Interest

B. **COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA**

1. Resolution Supporting and Consenting to the Renewal of Cook County 6B Classification for the Property Commonly Known as 1550 West Bartlett Road, Bartlett, Illinois

2. Resolution Approving and Directing the Execution of the Non-Exclusive License Agreement Between Nick's Coffee Shop and the Village of Bartlett

*3. Heritage Days Road Closure Request

*4. Bartlett High School First Home Football Game Fireworks Request

C. **FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE**

*1. Resolution Waiving Bids and Approving of the Purchase of Golf Course Maintenance Equipment through the National Intergovernmental Purchasing Alliance

*2. Resolution Approving of Disbursement Request for Payout No. 7 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

D. **LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CAMERER**

*1. Hanover Township Class D Liquor License Request

*2. O'Hare's Pub Class J Liquor License Request

E. **POLICE & HEALTH COMMITTEE, CHAIRMAN CARONARO**

*1. Ordinance Amending Various Chapters of Title 1 and Title 6 of the Bartlett Municipal Code

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

1. Resolution Ratifying and Approving the Agreement Between Joseph J. Henderson & Sons, Inc. and the Village of Bartlett for the Lake Michigan Receiving Station Project
2. Resolution Approving of the Second Amendment to the DuPage Water Commission Water Purchase and Sale Contract
3. Resolution Approving of the Amended and Restated Intergovernmental Agreement Between the Village of Bartlett and the DuPage Water Commission
4. Resolution Approving of the Metering Station Easement Agreement Between the Village of Bartlett and the DuPage Water Commission
- *5. Purchase of One (1) Large Dump Truck

13. **NEW BUSINESS**

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

15. **ADJOURNMENT**



**VILLAGE OF BARTLETT
PUBLIC HEARING MINUTES
July 17, 2018**

1. CALL TO ORDER

President Wallace called the Galleria Annexation Agreement Public Hearing to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

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

ABSENT: Trustee Reinke

ALSO PRESENT: Assistant Village Administrator Scott Skrycki, Management Analyst Sam Hughes, Management Analyst Tyler Isham, Finance Director Todd Dowden, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Food & Beverage Manager Paul Petersen, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Chuck Snider, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

Community Development Director Jim Plonczynski stated that this is the required Public Hearing for the Annexation Agreement for 1.59 acres of property owned by 59th and Army Trail, Inc, located on the north side of Army Trail Road, approximately 45 feet east of Route 59. The annexation agreement contains all the provisions for zoning, special uses, site plan and several variations.

He stated that the Certificate of Publication from the Daily Herald which evidences that the notice of this Public Hearing was duly published on July 2, 2018, which meets the statutory pre-requisites which require that the notice of the Public Hearing be published between 7 and 30 days before the Public Hearing, be entered into the record.

President Wallace asked if any member of the public wished to offer written or oral testimony.

Terry Witt, 471 S. Western Avenue

Mr. Witt stated that he hoped the Village would ask IDOT to continue that bike path all the way to Route 59 and put in a crosswalk across Route 59.



**VILLAGE OF BARTLETT
PUBLIC HEARING MINUTES
July 17, 2018**

3. ADJOURNMENT

It was moved by Trustee Camerer to adjourn the Galleria Annexation Agreement Public Hearing and seconded by Trustee Hopkins.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: Trustee Reinke

MOTION CARRIED

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

Lorna Gilles
Village Clerk



VILLAGE OF BARTLETT
BOARD MINUTES
July 17, 2018

1. CALL TO ORDER

President Wallace called the regular meeting of July 17, 2018 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

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

ABSENT: Trustee Reinke

ALSO PRESENT: Assistant Village Administrator Scott Skrycki, Management Analyst Sam Hughes, Management Analyst Tyler Isham, Finance Director Todd Dowden, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Food & Beverage Manager Paul Petersen, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Chuck Snider, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Michael Fuelling, Village Church of Bartlett, gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Gabrenya stated that she would like to add items 1-3 under Community & Economic Development, Ordinance 2018-83, an Ordinance Approving and Directing the Execution of the Annexation Agreement Between 59th and Army Trail Inc. and the Village of Bartlett; Ordinance 2018-84, an Ordinance Annexing the 59th and Army Trail Inc. Property to the Village of Bartlett; Ordinance 2018-85, an Ordinance Rezoning the Property from ER-1 to B-3; Granting Special Use Permits to Allow a Drive-Thru Establishment, to Serve Alcohol and to Allow Outdoor Seating; Granting Variations to



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Allow for Parking in the Front, Rear and Side Yards; and Site Plan Approval for the Galleria of Bartlett to the Consent Agenda.

Trustee Deyne moved to amend the Consent Agenda to add items 1-3 under Community & Economic Development, Ordinance 2018-83, an Ordinance Approving and Directing the Execution of the Annexation Agreement Between 59th and Army Trail Inc. and the Village of Bartlett; Ordinance 2018-84, an Ordinance Annexing the 59th and Army Trail Inc. Property to the Village of Bartlett; Ordinance 2018-85, an Ordinance Rezoning the Property from ER-1 to B-3; Granting Special Use Permits to Allow a Drive-Thru Establishment, to Serve Alcohol and to Allow Outdoor Seating; Granting Variations to Allow for Parking in the Front, Rear and Side Yards; and Site Plan Approval for the Galleria of Bartlett and that motion was seconded by Trustee Carbonaro.

ROLL CALL VOTE TO AMEND THE CONSENT AGENDA

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

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

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

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

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

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



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8. TREASURER'S REPORT

Finance Director Todd Dowden stated that this was the May Treasurer's Report. He stated that the auditors will be coming out in the last week of July so these are preliminary numbers. He then presented the Municipal Sales Tax Report through March, 2018, and stated it totaled \$167,379 and was up \$7,968 (5%) from the previous month last year. He indicated that they should end up just over the budget of \$2,400,000. Motor Fuel Tax distribution through April, 2018 totaled \$94,336 and was up \$4,112 from the prior year. They were slightly under budget for the year at \$189,000, they budgeted \$195,000.

9. PRESIDENT'S REPORT

President Wallace read a Proclamation for National Night Out on August 7, 2018 in order to commemorate this community event.

President Wallace made the following appointment:

Bartlett Emergency Management Agency (BEMA) Coordinator, Michael McGuigan

Commander Michael McGuigan has been responsible for revising and updating the Village's EOP and keeping the Illinois Emergency Management Agency (IEMA) certifications up to date. He has also been responsible for maintaining the certification as a StormReady Community, as well as maintaining the Emergency Operations Center and emergency response equipment.

He appointed Commander Michael McGuigan as the Bartlett Emergency Management Agency (BEMA) Coordinator.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Gabrenya stated that seems to be a stall at the construction on Route 59 and Stearns and she wondered why.

Public Works Director Dan Dinges stated that one of the utilities still needs to be relocated.

Trustee Camerer asked if there was any way to talk to IDOT and notify them that on Auburn and Route 59, as you are coming west on Auburn and looking south, the weeds are so high that it is obstructing the view.

Trustee Deyne asked about the timetable of the construction on Route 59 and Lake Street.



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Mr. Dinges stated that they have started putting pavement down on the northbound to eastbound ramp. This project is also behind but the delays are weather related. They are pushing to open the ramp by some time in August. They are continuing the work on Route 59 and it will continue into the spring of next year.

President Wallace stated that there was a lot of concern over the Stearns Road bridge repair. He thought it was an amazing improvement and well done.

President Wallace stated that they had a new intern program with Bartlett High School and the following students introduced themselves:

Meher Mirza	Public Works - Engineering
Patricia Marasigan	GIS – Park inventory and mapping
Britney Yu	GIS – Park inventory and mapping
Azam Khan	Video production for Business Spotlight
Emily Hettinger	Welcome Package for Administration
Ishan Desai	Munis Code Enforcement

11. TOWN HALL

Austin Hopkins, 944 Sandpiper Court

Mr. Hopkins stated that he is the chairman of the Bartlett Fourth of July Committee and he thanked the Village, staff and police department for everything they do for the festival. Without their support, there would not be a festival. He gave a special shout out to Sergeant Kyle Rybaski who was there the entire time and made sure that the fest was safe.

Trustee Deyne thanked him for a wonderful festival.

Terry Witt, 471 Western

Mr. Witt spoke about the Chicago Metropolitan Agency for Planning (CMAP) is in the midst of creating a vision for the year 2050 called "ON TO 2050" and should implement the Regional Greenways and Trails Plan.

He spoke about Brewster Creek Business Park and thought it would be a vibrant business park and an important part of what is going on in Bartlett. He imagined business people from all over the world who would utilize bike facilities, just like in Europe, at O'Hare airport who would use an electric assisted bike. He spoke about the bicycle pathways linking O'Hare airport to our business park which cannot be connected because of Route 59. He encouraged conversation with Dan Cronin and Tim Schneider to build this trail.

He encouraged the Board to connect the trailways and thought there was a possibility of obtaining a CMAP grant.



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12. STANDING COMMITTEE REPORTS:

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was nothing to report.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

Trustee Gabrenya stated that Ordinance 2018-83, an Ordinance Approving and Directing the Execution of the Annexation Agreement Between 59th and Army Trail Inc. and the Village of Bartlett; Ordinance 2018-84, an Ordinance Annexing the 59th and Army Trail Inc. Property to the Village of Bartlett; Ordinance 2018-85, an Ordinance Rezoning the Property from ER-1 to B-3; Granting Special Use Permits to Allow a Drive-Thru Establishment, to Serve Alcohol and to Allow Outdoor Seating; Granting Variations to Allow for Parking in the Front, Rear and Side Yards; and Site Plan Approval for the Galleria of Bartlett was covered and approved under the Consent Agenda.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Resolution 2018-86-R, a Resolution Approving Amendments to the FY 2017-18 Budget and Ordinance 2018-87, An Amended Ordinance Authorizing and Providing for the Issuance of Village of Bartlett, DuPage and Kane Counties, Illinois, Special Service Area Number One (Bluff City) Unlimited Ad Valorem Tax Refunding Bonds, Series 2018, in the Aggregate Principal Amount not to Exceed \$5,550,000, for the Purpose of Refunding the Village's Special Service Area Number One (Bluff City) Unlimited Ad Valorem Tax Variable Rate Demand Bonds, Series 2004, Setting Forth the Terms Under Which Bonds are to be Issued, and Providing for the Rights of the Owners Thereof were covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that the Bartlett Lions Club – Lions Day Dash was covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARONARO

Trustee Carbonaro stated that Resolution 2018-88-R, a Resolution Approving of the Agreement Between the Village of Bartlett and School District U-46 Providing for a School Resource Officer was covered and approved under the Consent Agenda.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

There was no report.



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13. NEW BUSINESS - None
14. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None
15. ADJOURNMENT

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: Trustee Reinke

MOTION CARRIED

The meeting was adjourned at 7:27 p.m.

Lorna Giles
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
JULY 17, 2018**

President Wallace called the Committee of the Whole meeting to order at 7:27 p.m.

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

ABSENT: Chairman Reinke (Joined the meeting at 7:43 p.m.)

ALSO PRESENT: Groot Representative Shawn McDowell, Assistant Village Administrator Scott Skrycki, Management Analyst Sam Hughes, Finance Director Todd Dowden, Community Development Director Jim Plonczynski, GIS Specialist Kristy Stone, Management Analyst Tyler Isham, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Food and Beverage Manager Paul Petersen, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

PUBLIC WORKS, PRESIDENT WALLACE

Groot Customer Service Issues

President Wallace asked the Assistant Village Administrator for a brief overview.

Assistant Village Administrator Scott Skrycki stated that the Village had been with Republic Services for a long time, prior to entering into a contract with Groot Industries. In the fall of 2017, Groot Industries purchased several routes from Republic Services as well as their station in Elgin, thus making Groot the Village's new waste hauler. When Groot took the route over in the fall, there was no spike in complaints or issues. Also, in the fall of 2017, the Village of Bartlett went out for bids through an RFP process. Groot's bid was substantially lower than the other submittals and lower than the current prices residents were receiving and it included e-recycling and the new brush services. The new contract would save the average resident about \$55 per year.

Since January, upon entering into an agreement there have been several challenges with the billing department, thus spilling over into their customer service department and daily operations. The original mistake that occurred the first week of January was on nearly every single bill. Groot reported an error in the system that applied a \$5 service fee to each account. With many residents calling at once, wait times increased and the calls flooded Village Hall for approximately two weeks with Groot issues. These included questions about the fee itself, common issues such as missed pickups that would normally be worked out between the contractor and the resident, as well as the first couple of weeks of electronics pick-up. This mistake also hit several neighboring communities that Groot services. Staff spoke to Groot the day the mistake was made and Groot agreed to reverse the charge and credit accounts the following billing cycle.



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The second billing error affected roughly 700 accounts. Due to an automatic setting in some customer/resident accounts, a \$5 late fee was charged to 700 accounts. Again, Groot notified staff and agreed to reverse all charges that same day. The programming error was created by having a past due amount and a credit that canceled each other out. This program error did create frustration once again. However, it was fixed very quickly and occurred to far less accounts, thus staff time spent on this issue was minimal.

The last billing issues occurred on the July bill which went out on June 30th/July 1st. This bill had a due date of July 4th giving residents two business days to pay. Groot notified staff that most of the bills were on autopay and they would not charge a late fee to any residents that paid the bill within 60 days.

The billing errors that created long hold times caused residents to contact the Village, where normally they would just speak to the waste hauler. During this time staff acted as a conduit to the operations department. Once the hold times were decreased residents still contacted Village Hall due to their initial bad experience. Village staff continued to see to it that issues were fixed, but still redirected the residents to Groot. Calls and complaints to Village Hall have decreased since Groot agreed to make several changes per the staff's request.

In addition to the billing issues, residents have also been having trouble with the brush program and leaving brush out on the street edge improperly bundled. After discussing the issue with Groot, they will be starting to tag the improperly bundled brush piles each week instead of just once. Their drivers will also be marking down those addresses so the customer services team can contact those homeowners directly and inform them that they need to bundle the brush.

He stated that although there have been several issues, we see improvement with Groot and they have been willing to meet with us on a few occasions to go over the issues we have been having and are always available by phone. The mistakes have been significantly higher than they should be, but Groot has fixed each mistake. When there has been conflicting information from the resident and the driver, Groot has always taken the side of the resident. Shawn McDowell from Groot is also here to answer any additional questions.

Shawn McDowell stated that he is the general manager for Groot. He was previously a manager for Rock River Disposal which are both owned by Waste Connections, which is the third largest refuse company in the United States behind Waste Management and Republic Services.

Mr. McDowell explained that Republic Services was going to shut down their Elgin location and lay off their staff that worked there. Right before closing, Groot purchased Republic Services routes in that area and Aurora and kept the facility open. Many of the staff members working there were already told they were going to be laid off before Groot



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informed them that they could keep their jobs. Many of the issues have stemmed from this and they are working on rebuilding the culture in the organization. To help reduce the call times and improve the services, Groot has hired more customer service reps and has significantly dropped the call time down to around one minute and thirty seconds. Shawn stated that Scott has asked them to do additional reporting to the Village on complaints they receive. This was part of the contract but had not been enforced in previous years. The drivers and operations department people are the same people your residents have had for years, the newest employee was hired in 2014. Since the first billing issue that affected about 5,000 residents, we have been moving in the right direction and are continuing to improve.

Chairman Hopkins asked how strict Groot was with their brush collection.

Mr. McDowell stated that safety is their main priority, but as long as it was within a foot or two of the required size, they would take it.

Chairman Reinke joined the meeting at 7:43 p.m.

Mr. Skrycki stated that Mr. McDowell is wrong about contract enforcement. The complaint reporting that he asked Groot to send to us was not formally enforced in previous years because the complaint volume was so minimal and an e-mail was suitable enforcement. With this new contract, complaints have been significant so that is why we are formally asking for a report. Shawn does a good job communicating with staff and residents. If there is a "he said/she said" between Groot and the residents, the residents always win, however, the initial mistakes need to decrease.

Review of Proposed Amendments to Local Adjudication Procedures

Chairman Carbonaro asked staff to please explain the proposed changes.

Deputy Chief Geoff Pretkelis stated that he and GIS Specialist Kristy Stone are more than happy to discuss or answer any questions you have in regard to the proposed amended and newly created ordinances including the highlights that were contained in the Committee of the Whole board packet. The changes are necessary to comply with the requirements of the Illinois Comptrollers IDROP program and Section 11-208.3 of the Illinois Vehicle Code. After reviewing our current ordinances we identified the need to separate the current administrative adjudication process for parking and vehicle compliance violations from the non-vehicular ordinance violations. Also, updated the Villages current parking, vehicle compliance and local adjudication citations, and creating additional notification forms required under Section 11-208.3 of the Illinois Vehicle Code.

Village Attorney Bryan Mraz commended Deputy Chief Geoffrey Pretkelis and GIS Specialist Kristy Stone for the work they did on this project. He stated that this whole project started with the IDROP process. The provisions were very involved and as they



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went through the code, more and more items needed to be changed. Overall, it made for an improved Bartlett Municipal Code.

Mr. Pretkelis stated that some additional changes are that the code will now provide individuals the option to settle and compromise certain minor local adjudication offenses by ceasing and or abating the violation and paying a \$25.00 fine. Additionally, the Bartlett Municipal Code Title 1-4-11 Section C, would be amended to include only ordinance violations governing the condition or use of equipment on a vehicle or non-moving vehicular regulations. All moving violations would be relocated to the newly created, Chapter 12 entitled "Vehicular Compliance Citations."

He stated that the Administrative Adjudication of Non-vehicular Ordinance Violations allows the administrative hearing officers to vacate or set aside a default judgement within 21 days and provide a petitioner with a notice of a new administrative adjudication hearing if a petition is received and there is a determination of a good cause for the petitioner's failure to appear at the original administrative adjudication hearing. It eliminates the option to allow individuals cited for fighting to avoid an appearance at an administrative hearing and it eliminates the option to allow individuals to avoid an administrative hearing for windblown refuse violations and grass and rubbish prohibited in public streets violations. These violation subsections would be relocated to the procedures for setting minor local adjudication offenses with payment of a \$25.00 fine described in the proposed amended Chapter 4 entitled General Penalty.

Chapter 11 -1300 of the Bartlett Municipal code identifies the proposed authority and procedures for the issuance of parking citations, the penalties and settlement of penalty procedures for parking citations, and the second notice parking violation issuance and mailing procedures pursuant to the proposed newly created Chapter 20 of the Bartlett municipal code. He continues that the police department proposes to amend the Illinois Vehicle Code violations that were adopted by reference in Title 1-4-11 Section C entitled "General Penalty" of the Bartlett municipal code to include only ordinance violations governing the condition or use of equipment on a vehicle or non-moving vehicle regulations. We propose to relocate these particular vehicle compliance violations to the procedures described in the vehicular compliance chapter.

Deputy Chief Pretkelis went on to say that additional changes include allowing Bartlett residents the option to contest a parking citation or a vehicle compliance citation in writing instead of having to attend an administrative adjudication hearing. It formalizes the "request for parking citation review" process to allow a person to have his or her violation reviewed by the chief of police. An additional change allows a person to contest and challenge the accuracy of the certified report that is sent to the Illinois Secretary of State when a person fails to pay ten or more parking violations.

Chairman Reinke asked what the most common citations were.



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Deputy Chief Geoffrey Pretkelis stated cannabis possession and underage drinking were the two most common citations.

Chairman Hopkins asked what the fines were for those offenses.

Mr. Pretkelis stated that they can be up to \$750 or community service can be given. Typically for a first offense, an underage drinking citations is \$100 and a cannabis possession citation is \$200.

Chairman Reinke asked if violators are brought back in to local adjudication to make sure they have complied.

Mr. Pretkelis stated that sometimes they are, sometimes they pay the fine at the main office and the local adjudicator is made aware of this during the proceedings.

Chairman Hopkins asked how often we have local adjudication.

Mr. Pretkelis stated that it is once per month.

Chairman Hopkins recommended it be moved along to the Village Board.

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting adjourned at 7:59 p.m.

Sam Hughes
Deputy Village Clerk

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/7/2018**

100-GENERAL FUND REVENUES

420230-BUILDING PERMITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CATHY DISCIANNO	BUILDING PERMIT REFUND	40.00
1 WILLIAM ROMASHKO	BUILDING PERMIT REFUND	40.00
INVOICES TOTAL:		80.00

430300-VILLAGE FINES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VILLAGE OF STREAMWOOD	TICKET PAID VLG/BARTLETT IN ERROR	25.00
INVOICES TOTAL:		25.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - AUG 2018	324,259.07
** 1 DEARBORN NATIONAL	MONTHLY INSURANCE - AUG 2018	2,731.96
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - AUG 2018	15,381.06
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - AUG 2018	141.35
** 1 FIDELITY SECURITY LIFE	MONTHLY INSURANCE - AUG 2018	943.38
INVOICES TOTAL:		343,456.82

1100-VILLAGE BOARD/ADMINISTRATION

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ICSC FEES	95.00
INVOICES TOTAL:		95.00

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	73.09
INVOICES TOTAL:		73.09

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A-1 TROPHIES & AWARDS INC	ENGRAVED NAME PLATE	19.25
** 1 CARDMEMBER SERVICE	TRANSCRIPTION SOFTWARE	179.90
1 REPROGRAPHICS	LAMINATED MAPS	168.00
1 WAREHOUSE DIRECT	DVD+R DISCS	23.27
INVOICES TOTAL:		390.42

543101-DUES

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

**VILLAGE OF BARTLETT
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 INVOICES DUE ON/BEFORE 8/7/2018**

**	1	CARDMEMBER SERVICE	ICMA/ILCMA MEMBERSHIP RENEWALS	1,459.50
	1	CHICAGO METROPOLITAN AGENCY	ANNUAL DUES	1,558.73
	1	MUNICIPAL CLERKS N/NW SUBURBS	ANNUAL MEMBERSHIP RENEWAL	20.00
	1	MUNICIPAL CLERKS OF DUPAGE COUNTY	ANNUAL MEMBERSHIP RENEWAL	20.00
				INVOICES TOTAL:
				3,058.23

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT AREA CHAMBER OF COMMERCE	BREAKFAST WITH THE VILLAGES FEES	275.00
** 1 CARDMEMBER SERVICE	FOOD PURCHASE/SUPPLIES	33.84
** 1 SAM'S CLUB	FOOD PURCHASES/PARADE CANDY	1,650.90
		INVOICES TOTAL:
		1,959.74

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM SUPPLIES	253.92
		INVOICES TOTAL:
		253.92

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	LUNCH MEETING	45.80
1 COMCAST	VPN SERVICE	63.48
** 1 SAM'S CLUB	FOOD PURCHASES/PARADE CANDY	80.00
		INVOICES TOTAL:
		189.28

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	150.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	825.00
		INVOICES TOTAL:
		1,900.00

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GEWALT HAMILTON ASSOCIATES INC	TRAFFIC PASS THRU	510.00
1 GEWALT HAMILTON ASSOCIATES INC	TRAFFIC PASS THRU	1,361.00
1 HAMPTON LENZINI AND RENWICK INC	BUCKY'S - IL ROUTE 59/NORWOOD LANE	2,128.00
		INVOICES TOTAL:
		3,999.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUCKY JACK'S DEMOLITION	628.93
1 MAROUS & COMPANY	PROPERTY MARKET RESEARCH	700.00

** Indicates pre-issue check.

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INVOICES TOTAL: 1,328.93

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK	JUNE DEDUCTIBLE	13,362.78
<u>INVOICES TOTAL:</u>		<u>13,362.78</u>

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS FIRE PROTECTION LP	SERVICE AGREEMENT	326.45
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	114.19
<u>INVOICES TOTAL:</u>		<u>440.64</u>

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	PUBLIC HEARING NOTICE	84.00
1 PADDOCK PUBLICATIONS INC	PUBLIC HEARING NOTICE	79.35
<u>INVOICES TOTAL:</u>		<u>163.35</u>

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PROSHRED NORTH	PAPER SHREDDING SERVICES	105.00
<u>INVOICES TOTAL:</u>		<u>105.00</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MICR TONER CARTRIDGE	349.98
1 CENTURY PRINT & GRAPHICS	PAYROLL CHECKS	169.73
1 TYLER BUSINESS FORMS	A/P CHECK FORMS	146.32
1 WAREHOUSE DIRECT	LEGAL PADS/BINDER CLIPS	18.56
1 WAREHOUSE DIRECT	CLEANING SUPPLIES/HAND SOAP	16.95
<u>INVOICES TOTAL:</u>		<u>701.54</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	17.58
<u>INVOICES TOTAL:</u>		<u>17.58</u>

542100-REBATES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DONALD DOLDERER	UTILITY TAX REBATE	30.00
1 CHRISTINE HALL	UTILITY TAX REBATE	30.00

** Indicates pre-issue check.

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1 SHARON HAYES	UTILITY TAX REBATE	30.00
1 LEN KURTZ	UTILITY TAX REBATE	30.00
1 RAMESH PATEL	UTILITY TAX REBATE	30.00
INVOICES TOTAL:		150.00

546900-CONTINGENCIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 SAM'S CLUB	FOOD PURCHASES/PARADE CANDY	55.00
INVOICES TOTAL:		55.00

1500-COMMUNITY DEVELOPMENT

522501-DOCUMENT IMAGING SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 NATIONAL BUSINESS SYSTEMS	DOCUMENT PREPARATION/SCANNING	1,914.88
INVOICES TOTAL:		1,914.88

523100-ADVERTISING

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	ICSC MEMBERSHIP DUES	135.00
INVOICES TOTAL:		135.00

526000-VEHICLE MAINTENANCE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	VEHICLE MAINTENANCE/REPAIRS	654.02
INVOICES TOTAL:		654.02

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 MINUTEMAN PRESS	FORMS/TAGS	199.00
1 REPROGRAPHICS	LAMINATED MAPS	14.00
INVOICES TOTAL:		213.00

532000-AUTOMOTIVE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	I-PASS TRANSPONDER	10.00
** 1 WEX BANK	FUEL PURCHASES	33.50
INVOICES TOTAL:		43.50

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	61.00
1 WAREHOUSE DIRECT	CLIPBOARD	24.50
INVOICES TOTAL:		85.50

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543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PLANNING ASSOCIATION	MEMBERSHIP RENEWAL	644.00
** 1 CARDMEMBER SERVICE	ICMA/ILCMA MEMBERSHIP RENEWALS	423.50
INVOICES TOTAL:		1,067.50

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	POWERSHOT/CASE	170.71
INVOICES TOTAL:		170.71

1600-BUILDING

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	I-PASS TRANSPONDER	10.00
** 1 WEX BANK	FUEL PURCHASES	214.63
INVOICES TOTAL:		224.63

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	61.00
1 REPROGRAPHICS	LAMINATED MAPS	14.00
1 TOSHIBA BUSINESS SOLUTIONS	COPIER MAINTENANCE SERVICE	221.58
INVOICES TOTAL:		296.58

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	86.72
1 FULTON SIREN SERVICES	WARNING SIREN MAINTENANCE	4,361.32
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	56.29
1 KONICA MINOLTA BUSINESS	CREDIT - SHIPPING CHARGE	-16.00
1 PROSHRED NORTH	PAPER SHREDDING SERVICES	120.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	743.75
1 VERIZON WIRELESS	WIRELESS SERVICES	518.38
INVOICES TOTAL:		7,105.46

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KROPP EQUIPMENT INC	EQUIPMENT RENTAL	511.00
1 VERIZON WIRELESS	WIRELESS SERVICES	1,515.36
INVOICES TOTAL:		2,026.36

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522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ID NETWORKS	ANNUAL SERVICE AGREEMENT	3,495.00
	INVOICES TOTAL:	3,495.00

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	CROSSING GUARD HELP WANTED AD	100.00
	INVOICES TOTAL:	100.00

525400-COMMUNICATIONS - DUCOMM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DU-COMM	QUARTERLY DUES	155,330.25
1 DU-COMM	FACILITY LEASE COSTS	8,012.75
	INVOICES TOTAL:	163,343.00

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
** 1 CARDMEMBER SERVICE	LICENSE PLATE RENEWAL FEES	206.74
1 L3 MOBILE-VISION INC	EQUIPMENT REPAIRS	289.00
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	844.92
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	27.92
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.92
1 MR CAR WASH	JUNE 2018 CAR WASHES	131.61
1 SAFELITE FULFILLMENT INC	WINDSHIELD REPLACEMENT	552.97
1 WOODSTOCK POWERSPORTS	SPARK PLUG REPLACEMENT	83.95
	INVOICES TOTAL:	2,239.78

526050-VEHICLE SET UP

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EBY GRAPHICS INC	VEHICLE GRAPHICS	90.00
	INVOICES TOTAL:	90.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS SAFEWAY	FOOD PURCHASES/SUPPLIES	120.63
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	252.05
1 MICHAEL BINGHAM	FOOD/CROSSING GUARD LUNCHEON	64.65
1 EMD BUSINESS FORMS & LABELS INC	WARNING CITATIONS	1,414.20
1 HOME DEPOT CREDIT SERVICES	REFRIGERATORS/SUPPLIES	205.52
1 MICHAEL KMIECIK	K-9 FOOD FOR LUTHER	70.13
1 MICHAEL KMIECIK	K-9 FOOD FOR LUTHER	58.74

** Indicates pre-issue check.

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	1 REPROGRAPHICS	LAMINATED MAPS	406.00
**	1 SAM'S CLUB	FOOD PURCHASES/PARADE CANDY	174.29
	1 STREICHER'S INC	BADGES	190.30
	1 TRI-TECH FORENSICS INC	TEST KITS	346.33
	1 ULINE	EVIDENCE SUPPLIES	352.78
	1 WAREHOUSE DIRECT	TONER	128.43
	1 WAREHOUSE DIRECT	INK CARTRIDGE	98.64
	1 WAREHOUSE DIRECT	TONER	128.43
	1 WAREHOUSE DIRECT	TONER	124.87
	1 WAREHOUSE DIRECT	INK CARTRIDGE	98.64
	1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	64.04
			INVOICES TOTAL: 4,298.67

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
**	1 SAM'S CLUB	FOOD PURCHASES/PARADE CANDY	80.00
	1 THOMSON REUTERS - WEST	MONTHLY SUBSCRIPTION	195.78
	1 THOMSON REUTERS - WEST	ILLINOIS LAW UPDATES	1,514.70
			INVOICES TOTAL: 1,790.48

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
	1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	34.36
			INVOICES TOTAL: 34.36

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
**	1 WEX BANK	FUEL PURCHASES	8,223.97
			INVOICES TOTAL: 8,223.97

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
	1 WAREHOUSE DIRECT	SHEET PROTECTORS/SUPPLIES	381.23
	1 WAREHOUSE DIRECT	BINDERS/SHEET PROTECTORS	159.68
	1 WAREHOUSE DIRECT	INK CARTRIDGES/BATTERIES	492.14
	1 WAREHOUSE DIRECT	DVD-R DISCS	92.40
	1 WAREHOUSE DIRECT	INK CARTRIDGES/HAND SOAP	39.32
	1 WAREHOUSE DIRECT	NOTARY STAMP	27.50
	1 WAREHOUSE DIRECT	TAPE/ENVELOPES/PENS	172.86
	1 WAREHOUSE DIRECT	CUPS/FOLDERS/PENS	58.17
			INVOICES TOTAL: 1,423.30

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
	1 IL ASSOC OF CHIEFS OF POLICE	TRAFFIC SAFETY AWARDS BREAKFAST	174.00
	1 INTERGOVERNMENTAL RISK	POLICE FORUM FEES	81.00
	1 INTERGOVERNMENTAL RISK	TRAFFIC CONTROL TRAINING	50.00

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1 KATHRYN R JUZWIN	CONSULTING SERVICES	3,750.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	125.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	500.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	300.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	375.00
1 ERIC SCHULTZ	TRAINING EXPENSES	35.40
1 UNIVERSITY OF LOUISVILLE	CRIME PREVENTION TRAINING	550.00
<u>INVOICES TOTAL:</u>		<u>5,940.40</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MAJOR CASE ASSISTANCE TEAM	ANNUAL DUES	3,000.00
1 NATIONAL ASSOC OF SCHOOL	ANNUAL MEMBERSHIP DUES	40.00
<u>INVOICES TOTAL:</u>		<u>3,040.00</u>

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS SAFEWAY	FOOD PURCHASES/SUPPLIES	42.90
** 1 FIREZONE	NNO CHILDREN'S ACTIVITIES	350.00
** 1 JAMES DALEY PHOTOGRAPHS LTD	DEPOSIT/NATIONAL NIGHT OUT DVD VIDEO	1,430.00
** 1 LITTLE BOOTS FOUNDATION	NNO CHILDREN'S ACTIVITIES	800.00
1 NATIONAL ASSOC OF TOWN WATCH	NATIONAL NIGHT OUT SHIRTS/SUPPLIES	3,674.08
1 NATIONAL ASSOC OF TOWN WATCH	NATIONAL NIGHT OUT SHIRTS	78.38
** 1 SAM'S CLUB	FOOD PURCHASES/PARADE CANDY	126.27
** 1 BILL WHITE	NATIONAL NIGHT OUT BANNERS	75.00
<u>INVOICES TOTAL:</u>		<u>6,576.63</u>

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INDUSTRIAL ORGANIZATIONAL SOLUTIONS I	PUBLIC SAFETY RECRUITMENT SERVICES	2,000.00
1 METRO-WESTERN COOK	BACKGROUND CHECK FEES	36.00
1 METRO-WESTERN COOK	BACKGROUND CHECK FEES	108.00
<u>INVOICES TOTAL:</u>		<u>2,144.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMAS ALAGNA	TRAVEL EXPENSES/SUSPECT INTERVIEW	143.91
1 RUSSELL CIONKO	TRAVEL EXPENSES/SUSPECT INTERVIEW	40.80
1 ILLINOIS TOLLWAY	TOLLS INCURRED OUTSIDE OF ILLINOIS	4.00
<u>INVOICES TOTAL:</u>		<u>188.71</u>

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRACING SYSTEMS-NORTH	EQUIPMENT RENTAL	250.00

** Indicates pre-issue check.

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1	CHARLES EQUIPMENT ENERGY SYSTEMS	EQUIPMENT RENTAL/JULY 4TH	3,330.00
1	LEE JENSEN SALES CO INC	EQUIPMENT RENTAL	25.00
**	1	PETTY CASH	45.00
1	TRAFFIC CONTROL & PROTECTION INC	BARRICADE RENTAL	278.50
			<u>INVOICES TOTAL:</u>
			<u>3,928.50</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	COMMONWEALTH EDISON CO	ELECTRIC BILL	198.79
1	COMMONWEALTH EDISON CO	ELECTRIC BILL	94.20
1	COMMONWEALTH EDISON CO	ELECTRIC BILL	10.31
1	COMMONWEALTH EDISON CO	ELECTRIC BILL	1,415.47
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,066.78
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	7,489.08
1	NICOR GAS	GAS BILL	96.87
1	NICOR GAS	GAS BILL	153.47
1	NICOR GAS	GAS BILL	156.73
			<u>INVOICES TOTAL:</u>
			<u>10,681.70</u>

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	376.09
			<u>INVOICES TOTAL:</u>
			<u>376.09</u>

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	COOK COUNTY TREASURER	TRAFFIC SIGNAL MAINTENANCE	342.00
1	MEADE ELECTRIC CO INC	TRAFFIC SIGNAL/STREET LIGHT MAINT	1,001.00
			<u>INVOICES TOTAL:</u>
			<u>1,343.00</u>

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE	3,120.00
1	CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE	1,066.00
1	MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	25.00
1	SEBERT LANDSCAPING CO	LANDSCAPE MAINTENANCE	1,200.00
1	SEBERT LANDSCAPING CO	LANDSCAPE MAINTENANCE	2,185.71
1	TRUGREEN	FERTILIZER APPLICATION	270.00
			<u>INVOICES TOTAL:</u>
			<u>7,866.71</u>

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	DONALD KRBEK	PUBLIC SIDEWALK REPLACEMENT	252.00
1	JAMES MLODZIK	PUBLIC SIDEWALK REPLACEMENT	416.00
			<u>INVOICES TOTAL:</u>
			<u>668.00</u>

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530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	171.25
1 GRAINGER	SOAP DISPENSERS	87.14
1 GRAINGER	FILTERS/KEY HOLDERS	43.81
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	109.24
1 JSN CONTRACTORS SUPPLY	MARKING PAINT	158.40
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	30.31
1 REPROGRAPHICS	LAMINATED MAPS	14.00
INVOICES TOTAL:		614.15

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	177.96
1 LEE JENSEN SALES CO INC	WIRE ROPE	82.00
1 ZIEGLER'S ACE HARDWARE	TOOLS/SUPPLIES/GRILL	43.98
INVOICES TOTAL:		303.94

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	EQUIPMENT MAINTENANCE SUPPLIES	116.60
INVOICES TOTAL:		116.60

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	4,211.33
INVOICES TOTAL:		4,211.33

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLIFFORD-WALD	PAPER	48.87
1 WAREHOUSE DIRECT	INK CARTRIDGE	98.64
1 WAREHOUSE DIRECT	INK CARTRIDGES/HAND SOAP	238.01
1 WAREHOUSE DIRECT	INK CARTRIDGES/HAND SOAP	277.33
1 WAREHOUSE DIRECT	CREDIT - DAMAGED ITEMS	-251.13
1 WAREHOUSE DIRECT	PENS/COFFEE CREAMER	8.32
1 WAREHOUSE DIRECT	ENVELOPES	10.92
INVOICES TOTAL:		430.96

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	EQUIPMENT MAINTENANCE SUPPLIES	503.73
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	34.93
1 CAROL STREAM LAWN & POWER	EQUIPMENT REPAIRS/MATERIALS	75.25
1 COMMERCIAL TIRE SERVICE	TIRE REPLACEMENTS	645.50
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	136.92

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1 RALPH HELM INC	EQUIPMENT MAINTENANCE SUPPLIES	111.57
1 RALPH HELM INC	EQUIPMENT MAINTENANCE SUPPLIES	79.20
1 SAUBER MFG CO	EQUIPMENT MAINTENANCE SUPPLIES	622.00
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT MAINTENANCE SUPPLIES	120.00
1 WEST SIDE TRACTOR SALES CO	EQUIPMENT MAINTENANCE SUPPLIES	72.17
1 WEST SIDE TRACTOR SALES CO	EQUIPMENT MAINTENANCE SUPPLIES	432.37
	INVOICES TOTAL:	2,833.64

534400-STREET MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BRACING SYSTEMS-NORTH	MAINTENANCE SUPPLIES	476.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	58.32
1 WELCH BROS INC	MAINTENANCE SUPPLIES	75.10
	INVOICES TOTAL:	609.42

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 UNIFIRST CORPORATION	MATS	12.38
1 UNIFIRST CORPORATION	MATS	14.04
1 UNIFIRST CORPORATION	MATS	14.04
1 VETERAN APPLIANCES & HVAC CORP	ICE MACHINE REPAIRS	400.00
1 ZIEGLER'S ACE HARDWARE	TOOLS/SUPPLIES/GRILL	47.51
	INVOICES TOTAL:	487.97

534800-STREET LIGHTS MAINT MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CONSTANT ELECTRIC SUPPLY CO	STREET LIGHT MATERIALS	4,548.00
1 STEINER ELECTRIC COMPANY	LIGHTING MATERIALS	220.32
1 STEINER ELECTRIC COMPANY	LIGHTING MATERIALS	205.80
	INVOICES TOTAL:	4,974.12

541600-PROFESSIONAL DEVELOPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	APWA CONFERENCE FEE/AIRFARE	344.46
1 NATIONAL SAFETY COUNCIL	INSTRUCTOR CERTIFICATION RENEWAL	25.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	35.00
	INVOICES TOTAL:	404.46

543800-STORMWATER FACILITIES MAINT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHRISTOPHER B BURKE ENG LTD	M&M-FEMA NORTH AVENUE BASIN	2,751.02
1 EARTH INC	STONE/GRAVEL/HAULING CHARGES	500.20
1 ENGINEERING RESOURCE ASSOCIATES	DEVON/W BARTLETT BIKE PATH	3,183.95
1 WELCH BROS INC	MAINTENANCE SUPPLIES	312.80
1 WELCH BROS INC	MAINTENANCE SUPPLIES	780.00
1 WELCH BROS INC	GRAVEL PURCHASE	84.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	369.08

** Indicates pre-issue check.

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1 WELCH BROS INC	MAINTENANCE SUPPLIES	162.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	17.08
1 WELCH BROS INC	MAINTENANCE SUPPLIES	439.05
INVOICES TOTAL:		8,599.18

4200-MUNICIPAL BLDG PROJECTS EXP

585058-2016 POLICE STATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRADFORD SYSTEMS CORPORATION	EQUIPMENT RELOCATION	4,175.50
1 CHICAGO COMMUNICATIONS LLC	RADIO SYSTEM INSTALLATION	24,568.00
1 HOME DEPOT CREDIT SERVICES	REFRIGERATORS/SUPPLIES	2,671.15
1 INTERIOR INVESTMENTS LLC	LABOR TO INSTALL STEELCASE FILES	512.58
1 WILLIAMS ARCHITECTS	POLICE STATION	9,106.69
INVOICES TOTAL:		41,033.92

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADRIAN MIAZGA	VBR BOND REFUND	1,000.00
1 PROPERTY PARTNERS OF FOX VALLEY LLC	VBR BOND REFUND	250.00
INVOICES TOTAL:		1,250.00

4800-BREWSTER CREEK TIF MUN ACC EXP

523100-ADVERTISING

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

5000-WATER OPERATING EXPENSES

520025-ELGIN WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CITY OF ELGIN	ELGIN WATER BILL	447,297.47
** 1 CITY OF ELGIN	ELGIN WATER BILL	505,732.40
INVOICES TOTAL:		953,029.87

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JULIE INC	QUARTERLY SERVICE FEES	877.90
INVOICES TOTAL:		877.90

522720-PRINTING SERVICES

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

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1 SEBIS DIRECT INC	JULY 2018 BILLING	423.60
		INVOICES TOTAL: 423.60

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	1,554.00
		INVOICES TOTAL: 1,554.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	70.16
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	38.32
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	429.34
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	4,376.11
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	709.10
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,763.35
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	8,998.40
1 NICOR GAS	GAS BILL	29.67
		INVOICES TOTAL: 16,414.45

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	763.00
1 EARTH INC	STONE/GRAVEL/HAULING CHARGES	500.21
		INVOICES TOTAL: 1,263.21

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	350.09
1 GRAINGER	FILTERS/KEY HOLDERS	43.81
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	30.32
		INVOICES TOTAL: 424.22

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	92.12
1 ZIEGLER'S ACE HARDWARE	TOOLS/SUPPLIES/GRILL	19.18
		INVOICES TOTAL: 111.30

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	975.84
		INVOICES TOTAL: 975.84

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	WATER & SEWER LETTERHEAD	420.36

** Indicates pre-issue check.

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1 CLIFFORD-WALD	PAPER	48.87
1 WAREHOUSE DIRECT	PENS/COFFEE CREAMER	8.32
1 WAREHOUSE DIRECT	ENVELOPES	10.92
INVOICES TOTAL:		488.47

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	44.04
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	15.54
** 1 SEBIS DIRECT INC	JULY BILLS POSTAGE	1,681.52
INVOICES TOTAL:		1,741.10

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	65.20
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	24.98
1 NAPA AUTO PARTS	EQUIPMENT MAINTENANCE SUPPLIES	29.99
INVOICES TOTAL:		120.17

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	12.38
1 UNIFIRST CORPORATION	MATS	14.04
1 UNIFIRST CORPORATION	MATS	14.04
INVOICES TOTAL:		40.46

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA CONFERENCE FEE/AIRFARE	344.46
INVOICES TOTAL:		344.46

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD J DONAHUE	REFUND/WATER BILL OVERPAYMENT	48.77
1 TIMOTHY FRASONE	REFUND/WATER BILL OVERPAYMENT	19.09
INVOICES TOTAL:		67.86

5090-WATER CAPITAL PROJECTS EXP

581030-WATER TOWER PAINTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DIXON ENGINEERING INC	WATER TOWER PAINT INSPECTION	8,648.75
INVOICES TOTAL:		8,648.75

** Indicates pre-issue check.

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581035-WATER SYSTEM MODELING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	LAKE STREET PUMP STATION UPGRADE	1,146.00
1 CHRISTOPHER B BURKE ENG LTD	WATER SYSTEM MODELING/PLAN	912.00
INVOICES TOTAL:		2,058.00

581037-DWC PUMP STA,STORAGE,LAND

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	DWC RECEIVING STATION FACILITY	35,396.00
1 CHRISTOPHER B BURKE ENG LTD	DWC PERMANENT/TEMP EASEMENTS	2,831.00
INVOICES TOTAL:		38,227.00

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JULIE INC	QUARTERLY SERVICE FEES	877.91
INVOICES TOTAL:		877.91

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JULY 2018 BILLING	423.59
INVOICES TOTAL:		423.59

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	110.50
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	193.82
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	69.30
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	185.87
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	68.94
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	122.29
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	147.05
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	110.44
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	107.65
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	84.23
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	283.72
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	281.86
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	325.73
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	223.22
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	415.14
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	32,319.59
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	105.08
1 NICOR GAS	GAS BILL	39.49
1 NICOR GAS	GAS BILL	98.52
1 NICOR GAS	GAS BILL	30.21
1 NICOR GAS	GAS BILL	130.66
1 NICOR GAS	GAS BILL	21.40

** Indicates pre-issue check.

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1 NICOR GAS	GAS BILL	28.09
		<u>INVOICES TOTAL: 35,502.80</u>

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	3,524.50
		<u>INVOICES TOTAL: 3,524.50</u>

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LINE-X OF ROSELLE	VEHICLE MAINTENANCE	530.00
		<u>INVOICES TOTAL: 530.00</u>

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	STONE/GRAVEL/HAULING CHARGES	500.21
		<u>INVOICES TOTAL: 500.21</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	171.25
1 GRAINGER	FILTERS/KEY HOLDERS	43.82
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	161.94
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	30.32
		<u>INVOICES TOTAL: 407.33</u>

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	3,964.33
1 HAWKINS INC	CHEMICAL SUPPLIES	2,594.92
1 PRO CHEM INC	CHEMICAL SUPPLIES	154.44
1 PRO CHEM INC	CHEMICAL SUPPLIES	154.43
		<u>INVOICES TOTAL: 6,868.12</u>

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ZIEGLER'S ACE HARDWARE	TOOLS/SUPPLIES/GRILL	31.98
		<u>INVOICES TOTAL: 31.98</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	1,411.37
		<u>INVOICES TOTAL: 1,411.37</u>

532200-OFFICE SUPPLIES

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

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1 CLIFFORD-WALD	PAPER	48.86
1 WAREHOUSE DIRECT	PENS/COFFEE CREAMER	8.33
1 WAREHOUSE DIRECT	ENVELOPES	10.93
INVOICES TOTAL:		68.12

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	JULY BILLS POSTAGE	1,681.51
INVOICES TOTAL:		1,681.51

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ATLAS BOILER & WELDING CO INC	BOILER MAINTENANCE	1,660.00
1 CENTRISYS CORPORATION	EQUIPMENT MAINTENANCE SUPPLIES	1,885.33
1 CORE & MAIN LP	EQUIPMENT MAINTENANCE SUPPLIES	596.00
1 FASTENAL COMPANY	EQUIPMENT MAINTENANCE SUPPLIES	32.83
1 FASTENAL COMPANY	EQUIPMENT MAINTENANCE SUPPLIES	282.30
1 FASTENAL COMPANY	EQUIPMENT MAINTENANCE SUPPLIES	35.80
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	265.18
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	1,558.75
1 LAI LTD	EQUIPMENT MAINTENANCE SUPPLIES	1,251.60
1 LIONHEART CRITICAL POWER	BATTERY CHARGER REPLACEMENT	1,866.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	653.00
1 WEST SIDE ELECTRIC SUPPLY INC	BATTERIES	31.34
1 WEST SIDE ELECTRIC SUPPLY INC	BATTERIES	31.34
INVOICES TOTAL:		10,149.47

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	148.33
1 UNIFIRST CORPORATION	MATS	12.39
1 UNIFIRST CORPORATION	MATS	14.04
1 UNIFIRST CORPORATION	MATS	14.04
INVOICES TOTAL:		188.80

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA CONFERENCE FEE/AIRFARE	344.48
1 FOX VALLEY OPERATORS ASSOC	CONFERENCE REGISTRATION FEES	140.00
INVOICES TOTAL:		484.48

546200-PERMIT FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS EPA	ANNUAL NPDES FEE	500.00
INVOICES TOTAL:		500.00

** Indicates pre-issue check.

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570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTIQUIP INC	WWTP TRASH PUMP	29,621.10
INVOICES TOTAL:		29,621.10

510000-SEWER FUND

200504-FRWRD PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE COUNTY SEWER TREATMENT	797.99
INVOICES TOTAL:		797.99

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	16.78
INVOICES TOTAL:		16.78

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	127.01
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	145.70
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	73.08
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	936.79
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	51.61
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	52.03
INVOICES TOTAL:		1,386.22

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR METRA PAY BOXES	30.16
1 SEBERT LANDSCAPING CO	LANDSCAPE MAINTENANCE	1,685.71
INVOICES TOTAL:		1,715.87

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RYDIN DECAL	PARKING HANG TAGS	614.64
INVOICES TOTAL:		614.64

550-GOLF FUND REVENUES

470010-CLUBHOUSE BANQUET SALES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 MARCIA RODRIGUEZ	WEDDING DEPOSIT REFUND	500.00

** Indicates pre-issue check.

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INVOICES TOTAL: 500.00

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	349.78
1 ROSCOE CO	MATS	102.34
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	550.00
<u>INVOICES TOTAL:</u>		<u>1,002.12</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JENSEN'S PLUMBING & HEATING INC	EQUIPMENT MAINTENANCE	150.00
1 TEMPERATURE ENGINEERING INC	FREEZER REPAIRS	958.28
<u>INVOICES TOTAL:</u>		<u>1,108.28</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	2,673.29
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	38.13
<u>INVOICES TOTAL:</u>		<u>2,711.42</u>

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	ANNUAL CAFE EXPRESS RENTAL	2,675.00
<u>INVOICES TOTAL:</u>		<u>2,675.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUPPLYWORKS	BATH TISSUE/HAND SOAP	124.79
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	55.24
<u>INVOICES TOTAL:</u>		<u>180.03</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,102.12
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	939.02
<u>INVOICES TOTAL:</u>		<u>2,041.14</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER	15.16
<u>INVOICES TOTAL:</u>		<u>15.16</u>

** Indicates pre-issue check.

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534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	319.32
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	82.50
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	19.80
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	84.05
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	73.29
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	181.68
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	362.02
INVOICES TOTAL:		1,122.66

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	FLEET CAR RENTAL	696.00
1 NADLER GOLF CAR SALES INC	FLEET CAR RENTAL	100.00
1 ZIEGLER'S ACE HARDWARE	TOOLS/SUPPLIES/GRILL	988.98
INVOICES TOTAL:		1,784.98

5510-GOLF MAINTENANCE EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
INVOICES TOTAL:		100.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	891.12
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	12.71
INVOICES TOTAL:		903.83

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BTSI	MATERIALS & SUPPLIES	1,466.40
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	3,565.92
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	1,517.40
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	790.24
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	938.40
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	210.00
1 PENDELTON TURF SUPPLY INC	MATERIALS & SUPPLIES	1,045.00
1 TLC PRODUCTS INC	POND MAINTENANCE SUPPLIES	176.80
INVOICES TOTAL:		9,710.16

** Indicates pre-issue check.

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532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,102.11
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,168.29
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	939.01
INVOICES TOTAL:		3,209.41

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BURRIS EQUIPMENT CO	EQUIPMENT MAINTENANCE SUPPLIES	230.75
1 BURRIS EQUIPMENT CO	EQUIPMENT MAINTENANCE SUPPLIES	357.61
1 BURRIS EQUIPMENT CO	EQUIPMENT MAINTENANCE SUPPLIES	338.50
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	28.98
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	64.00
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	130.00
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	269.94
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	175.13
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	29.21
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	577.28
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	43.51
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	178.44
1 O'REILLY AUTOMOTIVE INC	EQUIPMENT MAINTENANCE SUPPLIES	166.43
INVOICES TOTAL:		2,589.78

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BTSI	MATERIALS & SUPPLIES	379.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	51.82
INVOICES TOTAL:		430.82

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	FIRE SPRINKLER REPAIRS	2,681.80
1 CINTAS FIRE PROTECTION	FIRE SPRINKLER REPAIRS	300.00
1 CINTAS FIRE PROTECTION	FIRE SPRINKLER REPAIRS	260.00
INVOICES TOTAL:		3,241.80

534700-TREE MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHN F BURKE	TREE REMOVAL SERVICES	900.00
INVOICES TOTAL:		900.00

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SERVICE	17.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/7/2018**

1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	50.00
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	50.00
1 DARLING INGREDIENTS INC	SERVICE AGREEMENT	140.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	192.87
1 TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
	INVOICES TOTAL:	524.87

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JENSEN'S PLUMBING & HEATING INC	EQUIPMENT MAINTENANCE	150.00
	INVOICES TOTAL:	150.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	445.56
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	6.35
	INVOICES TOTAL:	451.91

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	FIRST AID SUPPLIES	34.92
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	38.24
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	33.24
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	59.89
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	30.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	31.99
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	15.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	161.45
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	90.05
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	51.82
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	15.90
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	50.00
	INVOICES TOTAL:	612.50

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUSTIN BROOKS	CHEF UNIFORMS	85.65
	INVOICES TOTAL:	85.65

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	394.27
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	52.26
1 ELGIN BEVERAGE CO	BEER PURCHASE	40.12
1 ELGIN BEVERAGE CO	BEER PURCHASE	79.98
1 ELGIN BEVERAGE CO	BEER PURCHASE	37.26
1 EUCLID BEVERAGE LLC	BEER PURCHASE	340.16
1 EUCLID BEVERAGE LLC	CREDIT - RETURNS	-340.20

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 EUCLID BEVERAGE LLC	BEER PURCHASE	150.02
1 EUCLID BEVERAGE LLC	BEER PURCHASE	340.74
1 EUCLID BEVERAGE LLC	BEER PURCHASE	477.91
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	192.27
1 GRECO AND SONS INC	FOOD PURCHASE	20.93
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	394.02
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	392.29
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	322.02
1 GRECO AND SONS INC	FOOD PURCHASE	51.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	39.00
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	83.14
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	34.28
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	46.64
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	63.51
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	62.26
1 LAKESHORE BEVERAGE	BEER PURCHASE	50.11
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	70.29
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	75.50
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	84.66
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	170.19
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	353.59
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	140.19
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	200.19
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	67.99
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	129.97
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	324.02
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	163.22
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	107.22
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	251.22
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	240.04
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	664.91
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	302.99

INVOICES TOTAL: 6,670.18

546900-CONTINGENCIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 SAM'S CLUB	FOOD PURCHASES/PARADE CANDY	45.00
INVOICES TOTAL:		45.00

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 A MAESTRANZI SONS	KNIFE SERVICE	17.00
1 ALSCO	LINEN SERVICES	88.60
1 ALSCO	LINEN SERVICES	11.20
1 ALSCO	LINEN SERVICES	136.31
1 ALSCO	LINEN SERVICES	75.90
1 ALSCO	LINEN SERVICES	25.70

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1	ALSCO	LINEN SERVICES	95.00
1	ALSCO	LINEN SERVICES	116.33
1	CLUBTEC	MONTHLY SOFTWARE SUPPORT	59.74
1	GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	192.88
1	TEMPERATURE ENGINEERING INC	MONTHLY SERVICE AGREEMENT	75.00
INVOICES TOTAL:			893.66

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE KNOT INC	ADVERTISING	1,714.88
INVOICES TOTAL:		1,714.88

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JENSEN'S PLUMBING & HEATING INC	EQUIPMENT MAINTENANCE	150.00
INVOICES TOTAL:		150.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	445.56
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	6.36
INVOICES TOTAL:		451.92

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EVAN BLUM	SHELVING MATERIALS	58.50
1 CINTAS CORPORATION	FIRST AID SUPPLIES	34.92
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	38.25
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	33.24
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	11.48
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	59.89
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	30.00
1 GRECO AND SONS INC	PLASTIC CUPS	75.99
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	15.00
1 MLA WHOLESALE INC	FLOWERS	118.20
1 SYSCO FOOD SERVICES - CHICAGO	CARPET SWEEPER	62.20
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	161.45
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	90.06
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	51.83
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	39.75
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	77.94
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	8.70
INVOICES TOTAL:		967.40

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER	22.16

** Indicates pre-issue check.

VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/7/2018

INVOICES TOTAL: 22.16

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS SAFEWAY	FOOD PURCHASES	548.21
1 THE BAKING INSTITUTE BAKERY CO	BAKERY PURCHASE	217.50
1 THE BAKING INSTITUTE BAKERY CO	BAKERY PURCHASE	151.00
1 THE BAKING INSTITUTE BAKERY CO	BAKERY PURCHASE	103.75
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,846.76
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	418.03
1 ELGIN BEVERAGE CO	BEER PURCHASE	111.79
1 EUCLID BEVERAGE LLC	BEER PURCHASE	340.16
1 EUCLID BEVERAGE LLC	BEER PURCHASE	240.02
1 EUCLID BEVERAGE LLC	BEER PURCHASE	79.90
1 EUCLID BEVERAGE LLC	BEER PURCHASE	8.36
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	481.56
1 GRECO AND SONS INC	FOOD PURCHASE	20.93
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	396.11
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	431.57
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	128.32
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	409.54
1 GRECO AND SONS INC	FOOD PURCHASE	181.57
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	38.94
1 GRECO AND SONS INC	FOOD PURCHASE	163.69
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	89.14
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	83.15
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	46.64
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	63.51
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	68.76
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	79.26
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	76.50
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	70.80
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	40.50
1 LAKESHORE BEVERAGE	BEER PURCHASE	150.34
1 NEW ALBERTSONS INC	FOOD PURCHASES	101.00
** 1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	244.72
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	70.29
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	75.50
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	84.18
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	84.66
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	237.11
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	440.03
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	464.08
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	1,742.65
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	536.56
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	703.82
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	471.22
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	125.52
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	403.94

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/7/2018**

INVOICES TOTAL: 12,871.59

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 NITECH FIRE & SECURITY INDUSTRIES INC	DEPOSIT/SECURITY CAMERA SYSTEM	4,452.00
<u>INVOICES TOTAL:</u>		<u>4,452.00</u>

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	30.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	301.80
<u>INVOICES TOTAL:</u>		<u>331.80</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	100.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	52.26
1 ELGIN BEVERAGE CO	BEER PURCHASE	126.69
1 ELGIN BEVERAGE CO	BEER PURCHASE	63.48
1 ELGIN BEVERAGE CO	BEER PURCHASE	146.05
1 EUCLID BEVERAGE LLC	BEER PURCHASE	650.25
1 EUCLID BEVERAGE LLC	BEER PURCHASE	180.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	333.30
1 EUCLID BEVERAGE LLC	BEER PURCHASE	196.50
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	10.00
1 GRECO AND SONS INC	FOOD PURCHASE	20.94
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	279.02
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	12.50
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	429.92
1 GRECO AND SONS INC	FOOD PURCHASE	102.80
1 LAKESHORE BEVERAGE	BEER PURCHASE	269.35
1 LAKESHORE BEVERAGE	BEER PURCHASE	83.25
1 LAKESHORE BEVERAGE	BEER PURCHASE	77.60
** 1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	171.50
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	68.60
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	171.50
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	68.60
** 1 SAM'S CLUB	FOOD PURCHASES/PARADE CANDY	351.10
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	128.32
1 SCNS SPORTS FOODS	FOOD PURCHASE	88.20
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	159.22
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	510.03
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	75.04
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	352.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	164.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	260.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	40.00
1 SYSCO FOOD SERVICES - CHICAGO	CREDIT - ORDER SHORT	-30.27
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	132.21
INVOICES TOTAL:		5,843.96

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	339.72
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	274.13
1 MACMUNNIS INC	LEASE AGREEMENT #92554	455.56
INVOICES TOTAL:		1,069.41

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,099.48
1 COMCAST	VPN SERVICE	169.80
1 DELL MARKETING L.P.	SERVER HARDWARE SUPPORT RENEWAL	3,234.92
INVOICES TOTAL:		7,504.20

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST MECHANICAL	A/C UNIT REPAIRS	948.48
1 UNIFIRST CORPORATION	MATS	52.20
INVOICES TOTAL:		1,000.68

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALL ONE	TELEPHONE BILL	206.95
** 1 CARDMEMBER SERVICE	DSL LINE FOR VILLAGE HALL	65.45
INVOICES TOTAL:		272.40

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	91.54
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	8.26
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	53.84
INVOICES TOTAL:		153.64

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS SAFEWAY	FOOD PURCHASES	308.04
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	61.85
** 1 CARDMEMBER SERVICE	ANNIVERSARY CAKE/TABLE COVER	100.98
** 1 DOGFATHER HOT DOGS	RETIREMENT LUNCHEON	735.30
1 GREAT LAKES COCA-COLA	ANNUAL EQUIPMENT RENTAL FEE	90.00

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**VILLAGE OF BARTLETT
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**	1 SAM'S CLUB	FOOD PURCHASES/PARADE CANDY	203.38
	1 WAREHOUSE DIRECT	CLEANING SUPPLIES/HAND SOAP	19.90
	1 WAREHOUSE DIRECT	COFFEE CREAMER	25.92
	1 WAREHOUSE DIRECT	PAPER/BATH TISSUE/PAPER PLATES	579.02
	1 WAREHOUSE DIRECT	BATH TISSUE/PAPER TOWELS	151.23
			INVOICES TOTAL:
			2,275.62

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	134.75
		INVOICES TOTAL:
		134.75

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	COMPUTER SUPPLIES/CABLES	241.44
		INVOICES TOTAL:
		241.44

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	14.11
1 DELL MARKETING L.P.	SERVERS AND NETWORK SWITCHES	26,880.06
1 DELL MARKETING L.P.	SERVERS AND NETWORK SWITCHES	10,533.06
1 EMC CORPORATION	STORAGE AREA NETWORK	46,096.78
1 TYLER TECHNOLOGIES INC	MUNIS CSS AND ESS	1,500.00
		INVOICES TOTAL:
		85,024.01

7000-POLICE PENSION EXPENDITURES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REIMER & DOBROVOLNY PC	LEGAL SERVICES	1,545.84
1 REIMER & DOBROVOLNY PC	LEGAL SERVICES	210.31
		INVOICES TOTAL:
		1,756.15

GRAND TOTAL: 1,974,041.27

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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GENERAL FUND	637,120.53
MUNICIPAL BUILDING FUND	41,033.92
DEVELOPER DEPOSITS FUND	1,250.00
BREWSTER CREEK TIF MUN ACCT	625.00
WATER FUND	1,026,810.66
SEWER FUND	93,569.28
PARKING FUND	3,733.51
GOLF FUND	70,466.07
CENTRAL SERVICES FUND	97,676.15
POLICE PENSION FUND	1,756.15
GRAND TOTAL	1,974,041.27

VILLAGE OF BARTLETT
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100-GENERAL FUND REVENUES

420230-BUILDING PERMITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARK AND MARISOL GARCIA	BUILDING PERMIT REFUND	40.00
1 JUAN REYES	BUILDING PERMIT REFUND	75.00
1 PATRICK WOOD	BUILDING PERMIT REFUND	75.00
INVOICES TOTAL:		190.00

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	153.25
INVOICES TOTAL:		153.25

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	LEGAL PADS	38.18
INVOICES TOTAL:		38.18

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARTIN KERLIN	DJ SERVICES/VILLAGE SOFTBALL GAME	150.00
** 1 GREG KULBEDA	UMPIRE SERVICES/VLG SOFTBALL GAME	40.00
1 MARK YOUR SPACE INC	DIGITALLY PRINTED TABLE THROW	240.00
INVOICES TOTAL:		430.00

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BATTERIES PLUS	BATTERIES	36.95
INVOICES TOTAL:		36.95

1200-PROFESSIONAL SERVICES

521000-FINANCIAL CONSULTANT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOSTER & FOSTER INC	POLICE PENSION ACTUARIAL VALUATION	3,235.50
INVOICES TOTAL:		3,235.50

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	17,346.50
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	300.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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INVOICES DUE ON/BEFORE 8/21/2018

INVOICES TOTAL: 20,571.50

523401-ARCHITECTURAL/ENGINEERING SVC

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GEWALT HAMILTON ASSOCIATES INC	TRAFFIC PASS THRU	85.00
1 GEWALT HAMILTON ASSOCIATES INC	TRAFFIC PASS THRU	1,020.00
<u>INVOICES TOTAL:</u>		<u>1,105.00</u>

1400-FINANCE

522400-SERVICE AGREEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	48.93
<u>INVOICES TOTAL:</u>		<u>48.93</u>

532300-POSTAGE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FEDERAL EXPRESS CORP	SSA BOND NOTICE OF REDEMPTION	24.89
** 1 U S POSTAL SERVICE	POSTAGE FOR METER	5,000.00
<u>INVOICES TOTAL:</u>		<u>5,024.89</u>

542100-REBATES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 VIOLA HOARLE	UTILITY TAX REBATE	30.00
<u>INVOICES TOTAL:</u>		<u>30.00</u>

1500-COMMUNITY DEVELOPMENT

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	LEGAL PADS/KEY TAGS	14.34
<u>INVOICES TOTAL:</u>		<u>14.34</u>

543101-DUES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 IL ASSOC OF CODE ENFORCEMENT	QUARTERLY MEETING FEES	115.00
<u>INVOICES TOTAL:</u>		<u>115.00</u>

1700-POLICE

522400-SERVICE AGREEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BLACK BOX NETWORK SERVICES	ANNUAL SERVICE AGREEMENT	1,230.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	67.77
1 PROSHRED NORTH	PAPER SHREDDING SERVICES	120.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00

** Indicates pre-issue check.

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1 VERIZON WIRELESS	WIRELESS SERVICES	743.62
		<u>INVOICES TOTAL:</u>
		<u>3,396.39</u>

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	1,254.13
		<u>INVOICES TOTAL:</u>
		<u>1,254.13</u>

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SDI USA INC	SOFTWARE MAINTENANCE RENEWAL	697.00
		<u>INVOICES TOTAL:</u>
		<u>697.00</u>

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	125.62
1 ULTRA STROBE COMMUNICATIONS INC	REPLACE SEATBELT RECEPTACLE	19.95
1 ULTRA STROBE COMMUNICATIONS INC	SHIPPING CHARGE/EQUIPMENT REPAIR	12.95
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	6.18
		<u>INVOICES TOTAL:</u>
		<u>184.65</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN SOLUTIONS FOR BUSINESS	COMPLIANCE TICKETS	881.78
1 AMERICAN SOLUTIONS FOR BUSINESS	ADJUDICATION TICKETS	681.80
1 AMERICAN SOLUTIONS FOR BUSINESS	PARKING TICKETS	893.92
1 HOME DEPOT CREDIT SERVICES	SPRINKLER SUPPLIES/LOCKS	150.81
1 ULINE	EVIDENCE SUPPLIES	197.37
1 WAREHOUSE DIRECT	INK CARTRIDGE	98.64
1 WAREHOUSE DIRECT	TONER	128.43
1 WAREHOUSE DIRECT	STYROFOAM CUPS	82.66
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	187.67
		<u>INVOICES TOTAL:</u>
		<u>3,303.08</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	ADDRESS LABELS	65.03
1 WAREHOUSE DIRECT	NOTARY STAMP	27.50
1 WAREHOUSE DIRECT	BINDERS/POST-IT NOTES	100.27
		<u>INVOICES TOTAL:</u>
		<u>192.80</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UPS	SHIPPING CHARGES	20.74
		<u>INVOICES TOTAL:</u>
		<u>20.74</u>

** Indicates pre-issue check.

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541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORA ACKERLEY	TRAVEL EXPENSES/CALEA CONFERENCE	40.00
1 IL PUBLIC EMPLOYER LABOR RELATIONS	CONFERENCE FEE/P ULLRICH	375.00
1 IL PUBLIC EMPLOYER LABOR RELATIONS	CONFERENCE FEE/W NAYDENOFF	375.00
1 GRZEGORZ MILOS	TRAINING EXPENSES	241.20
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	200.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	200.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	300.00
INVOICES TOTAL:		1,731.20

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS DARE OFFICERS ASSOC	ANNUAL MEMBERSHIP/T DENDINGER	30.00
1 ILLINOIS DARE OFFICERS ASSOC	ANNUAL MEMBERSHIP/V ANDERSON	30.00
1 ILLINOIS LAW ENFORCEMENT ALARM	ANNUAL MEMBERSHIP DUES	240.00
INVOICES TOTAL:		300.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	LATEX BALLOONS	38.28
** 1 CROWN TROPHY	ENGRAVING FOR NNO TROPHIES	380.70
** 1 HIP HOP CONNXION	DANCE PERFORMANCES/NNO	500.00
1 HOME DEPOT CREDIT SERVICES	SPRINKLER SUPPLIES/LOCKS	62.33
INVOICES TOTAL:		981.31

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM FEES	640.00
1 INDUSTRIAL ORGANIZATIONAL SOLUTIONS I	POLICE ENTRY-LEVEL TESTING PROCESS	261.00
1 METRO-WESTERN COOK	BACKGROUND CHECK FEES	36.00
INVOICES TOTAL:		937.00

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LEE JENSEN SALES CO INC	CHAIN SAW RENTAL	50.00
1 LEE JENSEN SALES CO INC	CHAIN SAW RENTAL	50.00
1 TRAFIC SERVICES INC	TRAFFIC CONTROL EQUIPMENT RENTAL	3,200.00
1 VERIZON WIRELESS	WIRELESS SERVICES	463.97
1 VERIZON WIRELESS	WIRELESS SERVICES	40.90
INVOICES TOTAL:		3,804.87

524120-UTILITIES

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

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1	MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	25.00
1	SEBERT LANDSCAPING CO	LANDSCAPE MAINTENANCE	1,200.00
1	SEBERT LANDSCAPING CO	LANDSCAPE MAINTENANCE	2,185.71
			<u>INVOICES TOTAL:</u>
			<u>5,220.46</u>

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TIM GARRITY	PUBLIC SIDEWALK REPLACEMENT	1,386.00
		<u>INVOICES TOTAL:</u>
		<u>1,386.00</u>

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SKYLINE TREE SERVICE	TREE REMOVAL SERVICES	1,249.00
		<u>INVOICES TOTAL:</u>
		<u>1,249.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	175.95
1 AMAZON CAPITAL SERVICES INC	CELL PHONE SCREEN PROTECTORS	13.92
1 CINTAS CORPORATION	FIRST AID SUPPLIES	30.72
1 FASTENAL COMPANY	MATERIALS & SUPPLIES	5.12
1 RANDALL PRESSURE SYSTEMS INC	MATERIALS & SUPPLIES	61.19
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	37.59
		<u>INVOICES TOTAL:</u>
		<u>324.49</u>

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTION	314.64
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY GLOVES/VESTS	334.00
		<u>INVOICES TOTAL:</u>
		<u>648.64</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	HDMI CABLE	18.98
1 WAREHOUSE DIRECT	INK CARTRIDGE	90.92
1 WAREHOUSE DIRECT	PAPER TOWELS/CLEANING SUPPLIES	382.80
1 WAREHOUSE DIRECT	CLEANING SUPPLIES	57.52
		<u>INVOICES TOTAL:</u>
		<u>550.22</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACME TRUCK BRAKE & SUPPLY CO	EQUIPMENT MAINTENANCE SUPPLIES	86.50
1 ACME TRUCK BRAKE & SUPPLY CO	EQUIPMENT MAINTENANCE SUPPLIES	2,075.00
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	82.13
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	332.79
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	87.84
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	59.99

** Indicates pre-issue check.

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1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	269.20
1 CASEY EQUIPMENT COMPANY INC	EQUIPMENT MAINTENANCE SUPPLIES	80.21
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	71.24
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	1,074.56
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	29.96
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	19.30
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	570.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	26.21
1 RALPH HELM INC	EQUIPMENT MAINTENANCE SUPPLIES	139.69
1 STANDARD EQUIPMENT CO	STREET SWEEPER MATERIALS	585.52
1 STANDARD EQUIPMENT CO	STREET SWEEPER MATERIALS	94.17
	INVOICES TOTAL:	5,684.31

534400-STREET MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	175.00
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	274.54
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	280.44
	INVOICES TOTAL:	729.98

534500-GROUNDS MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	1,035.00
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	345.00
	INVOICES TOTAL:	1,380.00

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 UNIFIRST CORPORATION	MATS	14.04
1 UNIFIRST CORPORATION	MATS	14.04
1 UNIFIRST CORPORATION	MATS	14.04
	INVOICES TOTAL:	42.12

541600-PROFESSIONAL DEVELOPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 INTERGOVERNMENTAL RISK	OSHA TRAINING	18.33
	INVOICES TOTAL:	18.33

543800-STORMWATER FACILITIES MAINT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHRISTOPHER B BURKE ENG LTD	M&M-FEMA NORTH AVENUE BASIN	1,303.48
1 EARTH INC	GRAVEL PURCHASE/HAULING CHARGES	413.38
1 WELCH BROS INC	MAINTENANCE SUPPLIES	135.51
1 WELCH BROS INC	MAINTENANCE SUPPLIES	238.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	155.00
	INVOICES TOTAL:	2,245.37

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2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BROTHERS ASPHALT PAVING INC	2018 MFT VARIOUS STREETS PROJECT	47,820.84
1 CONSTRUCTION & GEOTECHNICAL	RESURFACING PROJECT TESTING	295.00
INVOICES TOTAL:		48,115.84

583082-STEARNES RD COUNTY CRK CULVRT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HR GREEN INC	STEARNES ROAD PROJECT	3,859.70
INVOICES TOTAL:		3,859.70

4200-MUNICIPAL BLDG PROJECTS EXP

585058-2016 POLICE STATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FREDERICK QUINN CORPORATION	POLICE STATION PAYOUT #13	322,000.00
1 GLOBAL EQUIPMENT COMPANY INC	STEEL BOOKCASE	281.90
INVOICES TOTAL:		322,281.90

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GURMUKH BHULLAR	VBR BOND REFUND	750.00
INVOICES TOTAL:		750.00

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER REMEDIATION	WASTE COMPACT FEES	2,898.00
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-4	10,836.83
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-7	2,293.33
INVOICES TOTAL:		16,028.16

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNITED RENT-A-FENCE	EQUIPMENT RENTAL	276.00
1 VERIZON WIRELESS	WIRELESS SERVICES	463.98
INVOICES TOTAL:		739.98

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	400.00

** Indicates pre-issue check.

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1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	890.00
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	245.00
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	1,220.50
INVOICES TOTAL:		2,755.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	104.69
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	43.46
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	7,859.67
1 NICOR GAS	GAS BILL	35.88
1 NICOR GAS	GAS BILL	36.96
INVOICES TOTAL:		8,080.66

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	GRAVEL PURCHASE/HAULING CHARGES	413.39
INVOICES TOTAL:		413.39

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	FIRST AID SUPPLIES	30.73
1 CORE & MAIN LP	MATERIALS & SUPPLIES	221.28
INVOICES TOTAL:		252.01

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER TOWELS/CLEANING SUPPLIES	382.81
INVOICES TOTAL:		382.81

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	TRASH PUMP	1,100.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	26.21
INVOICES TOTAL:		1,126.21

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	14.04
1 UNIFIRST CORPORATION	MATS	14.04
1 UNIFIRST CORPORATION	MATS	14.04
INVOICES TOTAL:		42.12

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	JUNK METER CREDITS	-168.00
1 WATER RESOURCES INC	WATER METER MATERIALS	160.00

** Indicates pre-issue check.

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1 WATER RESOURCES INC	WATER METERS/SUPPLIES	5,274.50
	<u>INVOICES TOTAL:</u>	<u>5,266.50</u>

541600-PROFESSIONAL DEVELOPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 INTERGOVERNMENTAL RISK	OSHA TRAINING	18.33
	<u>INVOICES TOTAL:</u>	<u>18.33</u>

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BRIAN FLOOD	REFUND/WATER BILL OVERPAYMENT	72.88
	<u>INVOICES TOTAL:</u>	<u>72.88</u>

5090-WATER CAPITAL PROJECTS EXP

581029-WATERMAIN REPLACEMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GERARDI SEWER & WATER	WATER MAIN REPLACEMENT PROJECT	255,096.38
	<u>INVOICES TOTAL:</u>	<u>255,096.38</u>

581035-WATER SYSTEM MODELING

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHRISTOPHER B BURKE ENG LTD	LAKE STREET PUMP STATION UPGRADE	382.00
	<u>INVOICES TOTAL:</u>	<u>382.00</u>

581037-DWC PUMP STA,STORAGE,LAND

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHRISTOPHER B BURKE ENG LTD	DWC RECEIVING STATION FACILITY	19,152.22
	<u>INVOICES TOTAL:</u>	<u>19,152.22</u>

5100-SEWER OPERATING EXPENSES

522500-EQUIPMENT RENTALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 VERIZON WIRELESS	WIRELESS SERVICES	463.98
	<u>INVOICES TOTAL:</u>	<u>463.98</u>

522800-ANALYTICAL TESTING

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	909.50
	<u>INVOICES TOTAL:</u>	<u>909.50</u>

524120-UTILITIES

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

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1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	167.80
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	131.60
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	32,895.48
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	31,000.50
1	NICOR GAS	GAS BILL	98.56
1	NICOR GAS	GAS BILL	29.31
1	NICOR GAS	GAS BILL	30.01
1	NICOR GAS	GAS BILL	96.20
1	NICOR GAS	GAS BILL	28.67
1	NICOR GAS	GAS BILL	32.47
1	NICOR GAS	GAS BILL	32.49
INVOICES TOTAL:			64,543.09

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	3,021.00
INVOICES TOTAL:		3,021.00

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHAMPION FRAME-ALIGN INC	VEHICLE MAINTENANCE	467.07
INVOICES TOTAL:		467.07

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH BURRIS	PLUMBING SERVICES	225.00
1 EARTH INC	GRAVEL PURCHASE/HAULING CHARGES	413.39
1 GENERAL LANDSCAPING AND TREE SERVICE	LANDSCAPING SERVICES	1,500.00
INVOICES TOTAL:		2,138.39

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	175.95
1 AMAZON CAPITAL SERVICES INC	CELL PHONE SCREEN PROTECTORS	13.92
1 CINTAS CORPORATION	FIRST AID SUPPLIES	30.73
1 CORE & MAIN LP	MATERIALS & SUPPLIES	137.14
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	51.93
1 NAPCO STEEL INC	MATERIALS & SUPPLIES	184.00
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	1,049.87
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	29.56
INVOICES TOTAL:		1,673.10

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	3,428.92
1 HAWKINS INC	CHEMICAL SUPPLIES	2,566.62
1 STATE INDUSTRIAL PRODUCTS	CHEMICAL SUPPLIES	377.66

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INVOICES TOTAL: **6,373.20**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	INKJET PRINTER	108.46
		<u>INVOICES TOTAL:</u> 108.46

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	CYLINDER REPAIRS	150.00
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	116.96
1 CORE & MAIN LP	EQUIPMENT MAINTENANCE SUPPLIES	222.42
1 CORE & MAIN LP	EQUIPMENT MAINTENANCE SUPPLIES	54.00
1 FASTENAL COMPANY	EQUIPMENT MAINTENANCE SUPPLIES	22.41
1 FLOW-TECHNICS INC	EQUIPMENT MAINTENANCE SUPPLIES	1,682.00
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	13.68
1 GRAINGER	ELECTRIC HEATER/THERMOSTAT	611.24
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	26.22
1 SCADATA INC	EQUIPMENT MAINTENANCE SUPPLIES	557.44
1 USA BLUE BOOK	EQUIPMENT MAINTENANCE SUPPLIES	227.26
		<u>INVOICES TOTAL:</u> 3,683.63

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	120.00
		<u>INVOICES TOTAL:</u> 120.00

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	14.04
1 UNIFIRST CORPORATION	MATS	14.04
1 UNIFIRST CORPORATION	MATS	14.04
		<u>INVOICES TOTAL:</u> 42.12

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK	OSHA TRAINING	18.34
		<u>INVOICES TOTAL:</u> 18.34

5190-SEWER CAPITAL PROJECTS EXP

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY EVALUATION	1,207.50
		<u>INVOICES TOTAL:</u> 1,207.50

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5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	400.00
1 UNIFIRST CORPORATION	MATS	16.78
1 UNIFIRST CORPORATION	MATS	16.78
1 UNIFIRST CORPORATION	MATS	16.78
1 UNIFIRST CORPORATION	MATS	16.78
INVOICES TOTAL:		467.12

523800-RENT TO RAILROAD

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METRA	QTRLY LEASE PAYMENT/MAY-JULY 2018	1,666.34
INVOICES TOTAL:		1,666.34

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	124.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	161.01
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	71.94
1 NICOR GAS	GAS BILL	29.79
1 NICOR GAS	GAS BILL	28.71
INVOICES TOTAL:		416.35

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBERT LANDSCAPING CO	LANDSCAPE MAINTENANCE	1,685.71
INVOICES TOTAL:		1,685.71

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOMATED PARKING TECHNOLOGIES LLC	PAY STATION REPAIRS	859.00
INVOICES TOTAL:		859.00

570200-BLDG & GROUNDS IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	2,555.00
INVOICES TOTAL:		2,555.00

5500-GOLF PROGRAM EXPENSES

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHANNEL FORE INC	GOLF SCENE SHOW ADVERTISING	933.33
1 CHANNEL FORE INC	GOLF SCENE SHOW ADVERTISING	933.33

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/21/2018**

INVOICES TOTAL: **1,866.66**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALL STAR PRO GOLF	GOLF PENCILS	591.30
1 HORNUNG'S PRO GOLF SALES INC	KEY RINGS FOR BAG TAGS	20.95
1 TROPHIES BY GEORGE	GOLF AWARDS	256.00
		<u>INVOICES TOTAL:</u> 868.25

534330-PURCHASES - BAGS/HEADCOVERS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PING	GOLF BAG	148.50
		<u>INVOICES TOTAL:</u> 148.50

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	2,052.90
1 ACUSHNET COMPANY	GOLF BALLS	641.05
1 VOLVIK USA	GOLF BALLS	1,129.20
		<u>INVOICES TOTAL:</u> 3,823.15

534333-PURCHASES - GOLF CLUBS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF CLUBS	89.74
		<u>INVOICES TOTAL:</u> 89.74

534334-PURCHASES - GOLF GLOVES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF GLOVES	129.12
		<u>INVOICES TOTAL:</u> 129.12

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COBRA PUMA GOLF INC	GOLF APPAREL	755.78
1 JOFIT LLC	GOLF APPAREL	954.66
1 SUNICE USA INC	GOLF APPAREL	1,089.20
1 SUNICE USA INC	GOLF APPAREL	1,404.76
		<u>INVOICES TOTAL:</u> 4,204.40

5520-GOLF DRIVING RANGE EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 P&W GOLF SUPPLY LLC	SLOTTED TOKENS	114.00
		<u>INVOICES TOTAL:</u> 114.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/21/2018**

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION	FIRE ALARM EQUIPMENT REPAIRS	325.00
1 CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MGMT SERVICES/JULY 2018	16,650.00
INVOICES TOTAL:		16,975.00

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CREEKSIDE PRINTING	AUGUST/SEPTEMBER BARTLETTER	3,765.00
INVOICES TOTAL:		3,765.00

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	221.51
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	560.00
1 UNIFIRST CORPORATION	MATS	52.20
1 UNIFIRST CORPORATION	MATS	52.20
1 UNIFIRST CORPORATION	MATS	52.20
1 UNIFIRST CORPORATION	MATS	52.20
INVOICES TOTAL:		990.31

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALL ONE	TELEPHONE BILL	206.17
1 VERIZON WIRELESS	WIRELESS SERVICES	334.98
1 VERIZON WIRELESS	WIRELESS SERVICES	114.03
INVOICES TOTAL:		655.18

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	134.01
1 NICOR GAS	GAS BILL	8.31
1 NICOR GAS	GAS BILL	138.67
1 NICOR GAS	GAS BILL	281.26
INVOICES TOTAL:		562.25

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	LASERJET MAINTENANCE KIT	15.50
1 AMAZON CAPITAL SERVICES INC	KEYBOARD/COMPUTER SUPPLIES	37.81
1 AMAZON CAPITAL SERVICES INC	TISSUE PAPER	5.49
1 AMAZON CAPITAL SERVICES INC	PENCIL HOLDER	5.99
1 AMAZON CAPITAL SERVICES INC	STRESS RELIEVER/TOY BADGE	29.00
1 CHICAGO OFFICE TECHNOLOGY GROUP	PRINTER REPAIRS	165.00
1 WAREHOUSE DIRECT	TRASH BAGS	112.38

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/21/2018**

INVOICES TOTAL: 371.17

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS	FLOWERS	158.98
		<u>INVOICES TOTAL: 158.98</u>

7000-POLICE PENSION EXPENDITURES

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOSTER & FOSTER INC	POLICE PENSION ACTUARIAL VALUATION	3,235.50
		<u>INVOICES TOTAL: 3,235.50</u>

GRAND TOTAL: 900,601.56

GENERAL FUND	85,408.86
MOTOR FUEL TAX FUND	51,975.54
MUNICIPAL BUILDING FUND	322,281.90
DEVELOPER DEPOSITS FUND	750.00
WATER FUND	309,809.15
SEWER FUND	84,769.38
PARKING FUND	7,649.52
GOLF FUND	11,243.82
CENTRAL SERVICES FUND	23,477.89
POLICE PENSION FUND	3,235.50
GRAND TOTAL	900,601.56

** Indicates pre-issue check.

CASH & INVESTMENT REPORT
June 30, 2018

Fund	5/31/2018			Disbursements		6/30/2018		
	Receipts	Disbursements	Receipts	Disbursements	Receipts	Disbursements	Receipts	Disbursements
General	12,699,664	1,937,275	3,271,152	1,937,275	3,271,152	1,937,275	3,271,152	1,937,275
MFT	3,658,222	389,400	93,793	389,400	93,793	389,400	93,793	389,400
Debt Service	414,604	308,663	925,146	308,663	925,146	308,663	925,146	308,663
Capital Projects	40,126	0	71	0	71	0	71	0
Municipal Building	4,607,989	824,167	8,538	824,167	8,538	824,167	8,538	824,167
Developer Deposits	3,642,197	0	13,560	0	13,560	0	13,560	0
59 & Lake TIF	0	0	0	0	0	0	0	0
BC Municipal TIF	394,963	47,020	372,345	47,020	372,345	47,020	372,345	47,020
Bluff City Tif Municipal	21,210	0	10,458	0	10,458	0	10,458	0
Water	7,044,142	591,742	866,674	591,742	866,674	591,742	866,674	591,742
Sewer	19,085,292	321,392	495,598	321,392	495,598	321,392	495,598	321,392
Parking	73,448	16,494	11,617	16,494	11,617	16,494	11,617	16,494
Golf	555,298	222,869	276,659	222,869	276,659	222,869	276,659	222,869
Central Services	531,650	63,590	97,263	63,590	97,263	63,590	97,263	63,590
Vehicle Replacement	3,503,506	23,377	51,312	23,377	51,312	23,377	51,312	23,377
TOTALS	56,272,311	4,745,989	6,494,187	4,745,989	6,494,187	4,745,989	6,494,187	4,745,989

Fund	5/31/2018			Disbursements		6/30/2018		
	Receipts	Disbursements	Receipts	Disbursements	Receipts	Disbursements	Receipts	Disbursements
BC Project TIF	4,328,580	228,600	2,831,904	228,600	2,831,904	228,600	2,831,904	228,600
Bluff City Project TIF	603	0	163,258	0	163,258	0	163,258	0
Bluff City SSA Debt Srv.	833,222	7,193	0	7,193	0	7,193	0	7,193
Police Pension	40,602,805	156,543	504,535	156,543	504,535	156,543	504,535	156,543
TOTALS	45,368,210	392,836	3,400,702	392,836	3,400,702	392,836	3,400,702	392,836


Todd Dowden
Finance Director

Fund	Detail of Ending Balance		
	Cash	Investments	Net Assets/Liab.
General	7,030,659	6,823,226	179,656
MFT	2,047,920	1,551,092	(236,398)
Debt Service	499,689	523,280	8,119
Capital Projects	19,587	20,512	99
Municipal Building	231,565	242,498	3,318,297
Developer Deposits	81,850	3,672,222	(98,316)
59 & Lake TIF	0	0	0
BC Municipal TIF	362,359	379,467	(21,537)
Bluff City Tif Municipal	0	0	31,669
Water	1,308,392	1,370,059	4,640,622
Sewer	352,239	368,765	18,538,494
Parking	30,423	31,860	6,287
Golf	0	0	609,088
Central Services	161,679	169,312	234,333
Vehicle Replacement	490,064	513,201	2,528,175
TOTALS	12,616,428	15,665,494	29,738,587

Fund	Detail of Ending Balance		
	Cash	Investments	Net Assets/Liab.
BC Project TIF	6,931,885	0	0
Bluff City Project TIF	163,861	0	0
Bluff City SSA Debt Srv.	0	0	826,028
Police Pension	1,400,204	39,454,365	96,229
TOTALS	8,495,950	39,454,365	826,028

VILLAGE OF BARTLETT TREASURER'S REPORT
REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
FISCAL YEAR 2018/19 as of June 30, 2018

Fund	Revenues			Expenditures			
	Actual	Current Year Budget	Percent	Actual	Current Year Budget	Percent	Prior YTD %
General	4,894,669	22,259,999	21.99%	3,551,553	24,035,326	14.78%	15.17%
MFT	193,130	2,179,958	8.86%	389,400	3,548,225	10.97%	15.89%
Debt Service	1,018,687	3,206,718	31.77%	698,375	3,198,750	21.83%	24.15%
Capital Projects	120	400	29.91%	0	0	0.00%	0.00%
Municipal Building	19,779	2,489,650	0.79%	824,167	9,378,906	8.79%	0.44%
Developer Deposits	26,607	105,000	25.34%	0	1,528,000	0.00%	-0.04%
Bluff City SSA	1,044	993,020	0.11%	15,407	1,155,000	1.33%	3.34%
59 & Lake TIF	0	78,000	0.00%	0	78,000	0.00%	0.00%
Bluff City Municipal TIF	10,484	28,500	36.79%	0	28,000	0.00%	0.00%
Bluff City Project TIF	163,259	1,881,000	0.56%	0	1,880,000	0.00%	0.00%
Brewster Creek Municipal TIF	372,941	668,000	55.83%	93,089	708,877	13.13%	11.53%
Brewster Creek Project TIF	2,953,845	8,360,000	35.33%	345,200	8,463,720	4.08%	3.10%
Water	1,649,587	39,932,200	4.13%	738,614	39,206,347	1.88%	1.88%
Sewer	900,474	5,075,000	17.74%	569,315	5,626,286	10.12%	8.32%
Parking	24,472	231,500	10.57%	26,310	217,042	12.12%	11.55%
Golf	537,501	2,397,150	22.42%	357,177	2,347,087	15.22%	14.91%
Central Services	194,417	1,162,763	16.72%	189,579	1,458,006	13.00%	20.60%
Vehicle Replacement	101,973	651,770	15.65%	23,377	356,500	6.56%	0.00%
Police Pension	1,194,895	4,747,655	25.17%	296,965	4,747,655	6.25%	6.04%
Subtotal	14,257,884	96,448,283	14.78%	8,118,529	107,961,727	7.52%	7.01%
Less Interfund Transfers	(807,071)	(3,474,938)	23.23%	(807,071)	(3,474,938)	23.23%	20.87%
Total	13,450,813	92,973,345	14.47%	7,311,458	104,486,789	7.00%	6.55%

VILLAGE OF BARTLETT TREASURER'S REPORT
 MAJOR REVENUE BUDGET COMPARISONS
 FISCAL YEAR 2018/19 as of June 30, 2018

Fund	Current Year		Percent	Prior YTD %
	Actual	Budget		
Property Taxes	3,541,081	10,943,187	32.36%	30.10%
Sales Taxes (General Fund)	359,652	2,425,000	14.83%	14.26%
Income Taxes	826,259	3,700,000	22.33%	16.98%
Telecommunications Tax	136,262	765,000	17.81%	19.76%
Home Rule Sales Tax	0	1,333,000	0.00%	0.00%
Real Estate Transfer Tax	263,971	645,000	40.93%	34.75%
Building Permits	113,894	690,000	16.51%	22.96%
MFT	181,184	1,095,000	16.55%	16.59%
Water Charges	1,545,637	9,900,000	15.61%	12.05%
Sewer Charges	801,257	4,945,000	16.20%	12.53%
Interest Income	99,035	248,900	39.79%	16.01%
Gas Utility Tax	75,104	25,000	300.41%	261.05%
Electric Utility Tax	19,913	10,000	199.13%	179.23%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2018/19 as of June 30, 2018

Fund	Actual	Current Year Budget	Percent
Golf Program			
Revenues	322,612	1,428,150	22.59%
Expenses	199,889	1,335,621	14.97%
Net Income	<u>122,723</u>	<u>92,529</u>	132.63%
F&B - Restaurant			
Revenues	44,645	156,000	28.62%
Expenses	49,618	313,051	15.85%
Net Income	<u>(4,974)</u>	<u>(157,051)</u>	3.17%
F&B - Banquet			
Revenues	126,139	685,000	18.41%
Expenses	94,338	632,815	14.91%
Net Income	<u>31,800</u>	<u>52,185</u>	60.94%
F&B - Midway			
Revenues	44,105	128,000	34.46%
Expenses	13,331	65,600	20.32%
Net Income	<u>30,774</u>	<u>62,400</u>	49.32%
Golf Fund Total			
Revenues	537,501	2,397,150	22.42%
Expenses	357,177	2,347,087	15.22%
Net Income	<u>180,323</u>	<u>50,063</u>	360.19%

Warrant/EFT#: EF 0006700				
Fiscal Year:	2018	Issue Date:	06/06/18	
Warrant Total:	\$194,753.15	Warrant Status:		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1298174	8A1298174	\$194,753.15

IOC Accounting Line Details						
Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$194,753.15	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description	
Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 06/05/2018
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: MAR. 2018 COLL MO: APR. 2018 VCHR MO: JUN. 2018
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

MOTOR FUEL TAX

Month	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19
May	85,450	89,115	104,788	106,665	89,988	93,139	91,478	86,848
June	83,830	75,066	71,924	80,212	58,408	58,737	72,645	
July	78,002	87,721	84,361	89,915	103,948	94,278	95,252	
August	90,041	87,924	99,063	61,056	100,154	89,533	89,970	
September	88,420	76,347	70,076	83,006	67,441	79,032	79,527	
October	79,216	83,510	90,026	89,337	87,626	91,489	91,053	
November	88,011	89,027	77,655	90,552	101,486	93,216	92,796	
December	92,981	85,014	103,117	103,771	93,002	97,757	91,055	
January	115,721	82,788	90,866	97,525	89,828	92,928	93,233	
February	83,346	70,348	83,687	74,031	90,531	88,602	80,765	
March	84,943	83,251	65,802	37,978	77,861	75,544	80,062	
April	82,622	70,866	75,969	95,841	93,782	90,224	94,336	
Subtotal	1,052,583	980,978	1,017,334	1,009,889	1,054,055	1,044,479	1,052,174	86,848
Plus:								
High Growth	29,046	29,031	37,678	37,682	37,743	37,801	37,266	
Jobs Now	179,796	179,796	179,796	359,592				
Total	1,261,425	1,189,805	1,234,808	1,407,163	1,091,798	1,082,280	1,089,440	86,848
Budget	1,250,000	1,250,000	1,175,000	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000

Annual Inc in \$ **-0.07%** **-6.80%** **3.71%** **-0.73%** **4.37%** **-3.79%** **20.83%** **-5.06%**

w/o High Growth



Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

June 4, 2018

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR MAY, 2018

Beginning Unobligated Balance		\$2,782,232.52
Motor Fuel Tax Allotment	\$86,847.59	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$86,847.59
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$2,869,080.11

PROCESSED TRANSACTIONS:

Mayor's comments for Bartlett High School Intern Recognition

Tonight, we have a very special group of guests that are here to be recognized. These guests are the students from the Bartlett High School Science, Technology, Engineering, Math (STEM) academy who have participated and completed a 40 hour internship, as a part of a pilot program and a partnership between School District U-46, The Alignment Collaborative for Education, and the Village of Bartlett.

These students had an opportunity to participate in one of three internships: Engineering, GIS, or Local Government.

This internship not only gave these students a tremendous opportunity to step into the real world, but the students gave the Village long-lasting, quality work. The Village is extremely grateful to U-46, and the Alignment Collaborative for helping to set up this incredible opportunity.

I will now turn things over to our Human Resources Director, Janelle Terrance, and our Administrative Intern, Joey Dienberg, to talk a little bit about the process of putting together this internship program.



Agenda Item Executive Summary

Item Name Storino, Ramello & Durkin Disclosure and Consent to Potential Conflict of Interest Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Storino, Ramello & Durkin ("SRD") is the law firm that currently provides legal services to the Village of Bartlett in connection with the Village's local adjudication process. The law firm has a client, Spitzer Cook, LLC (Orange Crush), that owns real estate in Bartlett that it would like to develop or use in a manner which will require a special use permit and/or other zoning relief from the Village.

The dual representation is not prohibited by law, and given the type of legal services SRD currently provides to the Village and the type of legal service it is proposing on behalf of another client, SRD is disclosing to both the Village and Spitzer Cook LLC of the concurrent conflict, and requesting the Village and Spitzer Cook LLC consent/waive any objection to the conflict of interest. Such conflicts are not uncommon when municipal law firms also represent private developers.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Disclosure and Consent

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move the passage of Resolution 2018- _____, a Resolution approving of disclosure and consent to potential conflict of interest, as presented.

Staff: Bryan Mraz, Village Attorney

Date: 8/13/2018

BRYAN E. MRAZ
BEM@MRAZLAW.COM

DAVID W. GULLION
ASSOCIATE
DWG@MRAZLAW.COM

MEMORANDUM

TO: President and Board of Trustees of the Village of Bartlett
Paula Schumacher, Village Administrator

FROM: Bryan E. Mraz, Village Attorney

DATE: August 14, 2018

RE: Storino, Ramello & Durkin Disclosure and
Consent to Potential Conflict of Interest

Storino, Ramello & Durkin ("SRD") is the law firm that currently provides legal services to the Village of Bartlett in connection with the Village's local adjudication process. Specifically, Tom Bastian of that firm serves as the Village of Bartlett administrative hearing officer. The law firm has a client, Spitzer Cook, LLC (Orange Crush), that owns real estate in Bartlett that it would like to develop or use in a manner which will require a special use permit and/or other zoning relief from the Village.

Under the Rule 1.7 of the Illinois Rules of Professional Conduct governing the Legal Profession, a lawyer (including other lawyers in the same law firm) cannot represent a client on a matter if the representation involves a concurrent conflict of interest, unless (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; (3) the representation does not involve the assertion of a claim by one client against another client represented by the same lawyer in the same litigation or other proceeding before a tribunal; and (4) each affected client gives informed consent.

The dual representation is not prohibited by law, and given the type of legal services SRD currently provides to the Village (administrative hearing officer) and the type of legal service it is proposing on behalf of another client, SRD is disclosing to both the Village and Spitzer Cook LLC of the concurrent conflict, and requesting the Village and Spitzer Cook LLC consent/waive any objection to the conflict of interest. Such conflicts are not

uncommon when municipal law firms also represent private developers, but the attached Disclosure and Consent to Potential Conflict of Interest is necessary if SRD is to be allowed to represent Spitzer Cook in a future zoning matter before the Village.

If the Board has no objection to the potential conflict, it would need to approve the attached Resolution Approving Disclosure Consent to Potential Conflict of Interest.

RESOLUTION 2018 - _____

**A RESOLUTION APPROVING OF DISCLOSURE AND CONSENT
TO POTENTIAL CONFLICT OF INTEREST**

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 Disclosure and Consent to Potential Conflict of Interest among the Village of Bartlett; Storino, Ramello & Durkin; and Spitzer Cook, LLC, (the "Disclosure"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village Administrator is hereby authorized and directed to sign the Disclosure 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 Giless, Village Clerk

CERTIFICATION

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

Lorna Giles, Village Clerk

DISCLOSURE AND CONSENT TO POTENTIAL CONFLICT OF INTEREST

The law firm of Storino, Ramello & Durkin, pursuant to the Illinois Rules of Professional Conduct and in accordance with Rule 1.7 thereof, makes the following disclosure:

1. Storino, Ramello & Durkin ("SRD") has been requested to represent Spitzer Cook, LLC ("Spitzer Cook") for the purpose of rezoning the premises commonly known as 1501 West Bartlett Road, Bartlett, Illinois (the "Property").

2. SRD currently represents the Village of Bartlett ("Bartlett") for adjudication services and currently proposes to represent Spitzer Cook in connection with the Property.

3. SRD (i) has disclosed to Spitzer Cook that SRD has previously and currently represents the interests of Bartlett and (ii) has disclosed to Bartlett that it proposes to represent Spitzer Cook with respect to the rezoning matters for the Property and that Spitzer Cook and Bartlett each hereby acknowledge disclosure of such representations and consent to the representation of SRD on behalf of Spitzer Cook with respect to the Property, and the continued representation of Bartlett.

4. SRD reasonably believes that its current representation of Bartlett will not adversely affect its representation of Spitzer Cook.

5. SRD reasonably believes that its proposed representation of Spitzer Cook will not adversely affect its representation of Bartlett.

6. If at any time SRD reasonably believes that SRD's representation of Spitzer Cook may be adversely affected by its representation of Bartlett, SRD will immediately inform all interested parties of the circumstances which give rise to that belief.

7. If at any time SRD reasonably believes that its representation of Bartlett may be adversely affected by its representation of Spitzer Cook, SRD will immediately inform all of the interested parties of the circumstances which give rise to that belief.

8. If at any time Spitzer Cook and/or Bartlett reasonably believe that SRD's representation of Bartlett and proposed representation of Spitzer Cook may adversely affect the representation of SRD with respect to such party, or parties, each will immediately inform all of the interested parties of the circumstances which give rise to that belief.

Therefore, it is consented to and agreed by the undersigned that (i) the law firm of SRD has fully disclosed its past and current representation of Bartlett and proposed representation of Spitzer Cook, (ii) upon that disclosure, the undersigned consent to and acknowledge SRD's representation of Bartlett, and with respect to SRD's representation of Spitzer Cook, waive any objection to this possible conflict of interest.

VILLAGE OF BARTLETT

By: _____

Its: _____

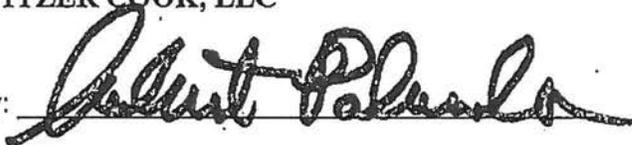
STORINO, RAMELLO & DURKIN

By: _____


One of its partners

SPITZER COOK, LLC

By: _____



ECONOMIC DEVELOPMENT MEMORANDUM

DATE: August 8, 2018
TO: Paula Schumacher, Village Administrator
FROM: Tony Fradin, Economic Development Coordinator *TF*
RE: 1550 West Bartlett Road Class 6B Renewal Request

BACKGROUND:

In 2009, the Village Board passed Resolution 2009-23-R Approving and Authorizing Cook County 6B Classification for the Property Commonly Known as 31W060 West Bartlett Road.

Following the passage of the Village's Resolution, the applicant (Sebert Landscaping Company) gained full approval from the Cook County Board and proceeded to construct its new headquarter facility, now known as 1550 West Bartlett Road.

Cook County's Class 6B program is the county's primary economic development incentive program and brings parity to the surrounding counties in reference to a business's property tax bill.

Properties receiving Class 6B status are assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. This constitutes a substantial reduction in the level of assessment and results in significant tax savings. In the absence of this incentive, industrial real estate would normally be assessed at 25% of its market value.

The 6B classification may be renewed during the last year in which a property is entitled to a 10% assessment level or when the incentive is still applied at the 15% or 20% assessment level, by filing a renewal application and a certified copy of a resolution or ordinance adopted by the municipality in which the real estate is located expressly stating that it supports and consents to the renewal of the Class 6B incentive and that it has determined that the industrial use of the property is necessary and beneficial to the local economy.

DISCUSSION:

Following the approval of Class 6B status in 2009, Sebert Landscaping Company constructed a two-story, metal office building with an area of 11,748 square feet and a one-story storage warehouse building with an area of 12,810 square feet. Gross building area for the facility measures 24,558 +/- square feet per Exhibit A of the renewal application.

Attached reports from the Cook County property tax portal confirm this.

Sebert's corporate office and fleet management center have earned LEED gold certification. This designation, as established by the U.S. Green Building Council, means that their facilities meet the highest standards for environmental responsibility and provide a healthy work environment for their employees.

Sebert's facility at 1550 West Bartlett Road also includes a green roof system holding 6,500 square feet of decorative allium and tall grasses.

Additionally, Sebert Landscaping employs 100 in a full-time capacity and an additional thirty part-time employees, making it the largest landscaping company in the Village.

Below is a breakdown that the Class 6B has on property taxes for 1550 West Bartlett Road:

	Current Valuation with 6B	Valuation Without 6B
Equalized Assessed Value	\$225,860	\$564,650
Tax Amount	\$74,744	\$186,860

Renewing Sebert Landscaping's Class 6B will ensure that the business can continue to thrive in its current location for the foreseeable future since the tax burden will remain close to what it has been for the past ten years.

Since the original 6B classification has over two years left and the renewal would take effect for an additional twelve years, Sebert Landscaping would not come before the Village Board and Cook County Board for nearly twelve more years until being eligible for a second renewal.

RECOMMENDATION:

Staff recommends that the Village Board approve a resolution authorizing a renewal of the Class 6B application for Sebert Landscaping Company so the company may continue to grow and prosper in the Cook County portion of the Village of Bartlett.



**CLASS 6B/8
RENEWAL APPLICATION**

Control Number
62271

A certified copy of the resolution or ordinance obtained from the municipality in which the real estate is located, or from the Cook County Board of Commissioners if located in an unincorporated area, must accompany this Renewal Application. This application, resolution and a filing fee of \$500.00 must be filed. For assistance in preparing this Renewal Application, please contact the Cook County Assessor's Office Development Incentives Department at (312) 603-7529.

I. Identification of Applicant

The Jeffery A. Sebert Trust dated 9/17/2002
Name: (Sebert Landscaping Co.) Telephone: (630) 497-1000
Address: 1550 West Bartlett Road
City, State: Bartlett, Illinois Zip Code: 60103
Email Address: Jeff@Sebert.com

Agent/Representative (if any)

Name: Law Office of Dennis M. Nolan, P.C. Telephone: (630) 213-7700
Address: 221 West Railroad Avenue
City, State: Bartlett, Illinois Zip Code: 60103
Email Address: lawdnolan@sbcglobal.net

II. Description of Subject Property

Street address: 1550 West Bartlett Road
City, State: Bartlett, Illinois Zip Code: 60103
Permanent Real Estate Index Number (s): 06-32-201-006-0000

Township: Hanover

III. Identification of Persons or Entities Having an Interest

Attach a current and complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

See Exhibit A

IV. Property Use

Attach a current and detailed description of the precise nature and extent of the use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

If there have been any changes from the original application, include current copies of materials which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

V. Nature of Development

See Exhibit A

Indicate the nature of the original development receiving the Class 6B/8 designation

New Construction

Substantial Rehabilitation

Occupation of Abandoned Property - No Special Circumstance

Occupation of Abandoned Property - With Special Circumstance

VI. Employment

How many permanent full-time and part-time employees do you now employ?

On-Site: Full-time: 100 Part-time: 30

In Cook County: Full-time: 100 Part-time: 30

VII. Local Approval

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) must accompany this renewal. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B/8 Renewal and has determined that the industrial use of the property is necessary and beneficial to the local economy.

Ordinance/Resolution in process. Applicant will supplement under separate cover.

Jeffery A. Sebert, the undersigned, certify that I have read this Renewal Application and that the statements set forth in this Renewal Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

Signature

Jeffery A. Sebert

Print Name

President

Title

Date

Revised November 4 2014

INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

Jeffery A. Sebert as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application/renewal (circle as appropriate) for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec. 74-60 et seq., as amended:
 Class 6b Class 8 (industrial property) Class 9
3. The Cook County Assessor's Office has issued the following control number regarding this application, renewal (circle as appropriate), 62271.
4. I have reviewed the Code of Ordinances of Cook County, Cook County Living Wage Ordinance, as amended (the "Ordinance"), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (check as appropriate):
 Applicant is currently paying a living wage to its employees, as defined in the Ordinance.
OR
 Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.

Agent's Signature

Jeffery A. Sebert, President

Agent's Name & Title

1550 West Bartlett Road, Bartlett, Illinois 60103

Agent's Mailing Address

630/830-0340

Agent's Telephone Number

The Jeffery A. Sebert Trust dated 9/17/2002
(Sebert Landscaping Co.)

Applicant's Name

1550 West Bartlett Road, Bartlett, Illinois 60103

Applicant's Mailing Address

Jeff@Sebert.com

Applicant's e-mail address

Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

1/30/15

[This is page is blank intentionally]

Exhibit A

Section III: Identification of Persons or Entities Having an Interest

The legal owner of the property is owned and titled by Grace S. Sebert, as Co-Trustee and Jeffery A. Sebert as Co-Trustee of The Jeffery A. Sebert Trust dated 9/17/2002, an Illinois Trust.

Legal Description:

That part of the Northeast Quarter of Section 32, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Beginning at the Southeast Quarter of said Northeast Quarter; thence Westerly along the South line of said Northeast Quarter, a distance of 547.17 feet; thence Northerly parallel with the East line of said Northeast Quarter a distance of 570.0 feet; thence Easterly parallel with the South line of said Northeast Quarter, a distance of 547.17 feet to the East line of said Northeast Quarter; thence Southerly along said East line, a distance of 570.0 feet, to the place of beginning (Except the South 60 feet of the East 547.17 feet thereof, taken for non-freeway purposes, in Deed recorded January 31, 2005 as Document No. 0503119080, to the County of Cook), in Cook County, Illinois.

Commonly known as 1550 W. Bartlett Road, Bartlett, Illinois 60103.

Site Dimensions and Square Footage:

The property consists of a rectangular-shaped interior parcel containing 278,911 ± square feet, with a 2-story, metal constructed, office building with an area of 11,748 square feet and a 1-story storage warehouse building with an area of 12,810 square feet. Gross building area for the facility measures 24,558 ± square feet

Section IV: Property Use - Industrial

The property is primarily used to process and design plant materials, hard materials, and various construction materials into a finished product for the sole purpose in developing and designing landscaping and large-scale construction projects. These projects range from lawn maintenance activities to developing major landscaping needs for large business parks, municipal properties and multi-family developments.



COOK COUNTY MINIMUM WAGE AFFIDAVIT

Introduction

This affidavit arises from section 74-74. Please see the following website for the Cook County Ordinances: Municode.com

Instructions

Applications: all new applicants are required to submit this affidavit with their eligibility application and their appeal for class change

Renewals: all renewal applicants are required to submit this affidavit with their renewal application.

Annual Affidavit: all incentives classes are required to submit this affidavit on an annual basis.

Original applicant occupied incentive property must sign the affidavit.

Non-original applicant occupied incentive property requires that the owner(s) and tenant(s) are required to submit this affidavit.

All Substantial owners must file this affidavit.

Mail each office an original completed affidavit:

Cook County Assessor's Office
Incentives Department
118 North Clark, 3rd Floor
Chicago, Illinois 60602

Cook County Bureau of Economic Development
Department of Planning and Development
69 West Washington, Suite 2900
Chicago, Illinois 60602

Definitions

A substantial owner means: "any person who owns or holds a 25 percent or more percentage of interest in any business entity seeking a County privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, substantial owner means that individual or sole proprietor." See Section 34-367

If you have any questions regarding this affidavit you should contact the Cook County Department of Human Rights.

SWORN STATEMENT

I Jeffery A. Sebert (print your name) as agent for the applicant set for the below, who is seeking a classification Incentive as referenced below and having personal knowledge of all facts stated herein, I do hereby state under oath subject to penalties of perjury as follows:

The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of this **Application / Renewal** (circle as appropriate) for one of the following Development Incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, as amended (circle all that apply to your property):

Class 6 (all) Class 7 (all) Class 8 (all) Class S Class SRO
Class 9 Class S Class L Class C

COOK COUNTY MINIMUM WAGE COMPLIANCE

1. The Cook County Assessor's Office has issued the following Control Number regarding this **Application / Renewal** (circle as appropriate), 62271 and the application was submitted on August 25, 2016.
2. The applicant (circle one) **Has / Has Not** violated the Cook County Minimum Wage Ordinance, Chapter 42, Division 2 as amended. If you claim a violation, you must request that the Incentive be terminated.

Further affiant sayeth not.

Agent's Signature _____
1550 West Bartlett Road, Bartlett, Illinois 60103
Agent's Mailing The Jeffery A. Sebert Trust dated 9/17/2002
(Sebert Landscaping Co.)
Applicant's Name _____
Jeff@Sebert.com
Applicant's E-Mail Address _____

Jeffery A. Sebert, President
Agent's Name & Title _____
630/830-0340
Address Agent's Telephone Number _____
1550 West Bartlett Road, Bartlett, Illinois 60103
Applicant's Mailing Address _____

Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

COOK COUNTY ASSESSOR
JOSEPH BERRIOS



COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE 312.443.7550 FAX 312.603.6584
WWW.COOKCOUNTYASSESSOR.COM

FEDERAL/STATE LABOR LAW AFFIDAVIT

Introduction

This affidavit arises from Sections 74-71, 74-72, 74-74. Please see the following website for the Cook County Ordinances: Municode.com

Instructions

Recipients of Incentives: all recipients of an incentive are required to submit this affidavit.

Applications: all new applicants are required to submit this affidavit with their eligibility application and their appeal for class change.

Renewals: all renewal applicants are required to submit this affidavit with their renewal application.

All Substantial owners, owners, occupiers (includes all tenants) must file this affidavit.

Mail each office an original completed affidavit:

Cook County Assessor's Office
Incentives Department
118 North Clark, 3rd Floor
Chicago, Illinois 60602

Cook County Bureau of Economic Development
Department of Planning and Development
69 West Washington, Suite 2900
Chicago, Illinois 60602

Definitions

A substantial owner means: "any person who owns or holds a 25 percent or more percentage of interest in any business entity seeking a County privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, substantial owner means that individual or sole proprietor." See Section 34-367.

Five Years prior to application means: five years prior to the 10-year term of the incentive. That means if you are on a renewal term, your time frame for the statement is 5 years prior to the renewal of the current incentive term. Five years prior to the application shall also mean (365 x 5) days prior to the date stamp on your application.

SWORN STATEMENT

I Jeffery A. Sebert _____ (*print your name*) as agent for the applicant set for the below, who is seeking a classification Incentive as referenced below and having personal knowledge of all facts stated herein, I do hereby state under oath subject to penalties of perjury as follows:

The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of this **Application / Renewal** (*circle as appropriate*) for one of the following Development Incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, as amended (*circle all that apply to your property*):

Class 6 (all) **Class 7 (all)** **Class 8 (all)** **Class S** **Class SRO**
 Class 9 **Class S** **Class L** **Class C**

NO VIOLATION OF ANY LABOR LAWS

1. The Cook County Assessor's Office has issued the following Control Number regarding this **Application / Renewal** (*circle as appropriate*) 62271 _____ and the application was submitted on August 25, 2016 _____.

A. If you are **applying for an Incentive**, the applicant (*circle one*) **Has / Has Not** violated the Illinois Wage Payment and Collection Act, The Illinois Minimum Wage Act, the Illinois Worker Adjustment Retraining Notification Act, the Illinois Employee Classification Act, the Federal Worker Adjustment and Retraining Notification Act, the Federal Fair Labor Standards Act and/or any comparable state statute or regulation of **any** state and including **five years prior to the application** of the Incentive. If you state a violation, you are not qualified to receive an Incentive class and you should not continue the application process.

B. If you are an **existing Incentive**, the applicant (*circle one*) **Has / Has Not** violated the Illinois Wage Payment and Collection Act, The Illinois Minimum Wage Act, the Illinois Worker Adjustment Retraining Notification Act, the Illinois Employee Classification Act, the Federal Worker Adjustment and Retraining Notification Act, the Federal Fair Labor Standards Act and/or any comparable state statute or regulation of **any** state and including **five years prior to the application** of the Incentive.

C. If after having received the Incentive classification, you have violated any labor law anywhere in the United States, state that the applicant (*circle one*) **Has / Has Not** cured the violation within 45 days of receiving this affidavit. If you did not cure within 45 days, you must request that the Incentive be terminated. Failure to return the affidavit within 45 days of mailing shall result in an automatic termination of the Incentive for failure to state compliance.

Further affiant sayeth not.

Agent's Signature

1550 West Bartlett Road, Bartlett, Illinois 60103

Agent's Mailing The Jeffery A. Sebert Trust dated 9/17/2002

(Sebert Landscaping Co.)

Applicant's Name

Jeff@Sebert.com

Applicant's E-Mail Address

Jeffery A. Sebert, President

Agent's Name & Title

630/830-0340

Address Agent's Telephone Number:

1550 West Bartlett Road, Bartlett, Illinois 60103

Applicant's Mailing Address

Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

Property Characteristics for PIN:

06-32-201-006-0000**PROPERTY ADDRESS**

1550 W BARTLETT RD
 ELGIN
 00000
 Township: HANOVER

MAILING ADDRESS

SEBERT LANDSCAPING CO
 1550 W BARTLETT RD
 BARTLETT, IL 60103

INFO FOR TAX YEAR 2017

Estimated Property Value:
 Total Assessed Value: 225,860
 Lot Size (SqFt): 286,781
 Building (SqFt):
 Property Class: 6-63
 Tax Rate (2017): 11.170
 Tax Code (2017): 18094

**TAX BILLED AMOUNTS
& TAX HISTORY**

2017: \$74,744.61 Paid in Full
 2016: \$69,828.02 Paid in Full
 2015: \$61,005.37 Payment History
 2014: \$60,312.47 Payment History
 2013: \$58,116.28 Payment History

*=(1st Install Only)

EXEMPTIONS

2017: 0 Exemptions Received
 2016: 0 Exemptions Received
 2015: 0 Exemptions Received
 2014: 0 Exemptions Received
 2013: 0 Exemptions Received

APPEALS

2017: Appeal Information
 2016: Appeal Filed
 2015: Appeal Information
 2014: Appeal Information
 2013: Appeal Filed

REFUNDS AVAILABLE

No Refund Available

TAX SALE (DELINQUENCIES)

2017: Tax Sale Has Not Occurred
 2016: No Tax Sale
 2015: No Tax Sale
 2014: No Tax Sale
 2013: No Tax Sale

DOCUMENTS, DEEDS & LIENS

1720746149 - RELEASE - 07/26/2017
 1720646109 - AGREEMENT - 07/25/2017
 1720646108 - ASSIGNMENT - 07/25/2017
 1720646107 - MORTGAGE - 07/25/2017
 1614756132 - AMENDMENT - 05/26/2016

All years referenced herein denote the applicable tax year (i.e., the year for which taxes were assessed). Parcels may from time to time be consolidated or subdivided. If information regarding a particular PIN appears to be missing for one or more tax years, it is possible that the PIN has changed due to a consolidation or subdivision. Users may contact the Cook County Clerk's Office for information regarding PIN lineage. Users should also note that the information displayed on this site does not include special assessments (which are billed and collected by municipalities) or omitted taxes (which are assessed on an ad hoc basis by the Cook County Assessor's Office). Please direct inquiries regarding the status of special assessments to your municipality. Questions regarding omitted taxes should be directed to the Assessor's Office.

Note: This printout cannot be used as a tax bill.

Your Property Tax Overview

OVERVIEW - PAYMENTS

Property Index Number (PIN): 06-32-201-006-0000 [BEGIN A NEW SEARCH](#)



Property Location:
1550 W BARTLETT RD
ELGIN, IL 00000-0000

Mailing Information:
SEBERT LANDSCAPING CO
1550 W BARTLETT RD
BARTLETT, IL 60103-9502

[Update Your Information](#)

Are Your Taxes Paid?

Tax Year 2017 (billed in 2018) Total Amount Billed: \$74,744.61

1st INSTALLMENT

Original Billed Amount:	\$38,405.41
Due Date:	03/01/2018
Tax:	\$0.00
Interest:	\$0.00
Last Payment Received:	\$38,405.41
Date Received:	03/01/2018
Current Amount Due:	\$0.00

2nd INSTALLMENT

Original Billed Amount:	\$36,339.20
Due Date:	08/01/2018
Tax:	\$0.00
Interest:	\$0.00
Last Payment Received:	\$36,339.20
Date Received:	07/29/2018
Current Amount Due:	\$0.00

Total Amount Due: \$0.00

The balance due, including any interest, is as of Monday, August 13, 2018.

Payments are posted through Friday, August 10, 2018.

To find out if taxes for this PIN are delinquent for Tax Year 2016 and earlier, search the [Cook County Clerk's records](#).

Download Your Tax Bill

RESOLUTION 2018 - _____

**A RESOLUTION SUPPORTING AND CONSENTING TO THE
RENEWAL OF COOK COUNTY 6B CLASSIFICATION
FOR THE PROPERTY COMMONLY KNOWN AS
1550 WEST BARTLETT ROAD, BARTLETT, ILLINOIS**

WHEREAS, the corporate authorities of the Village of Bartlett have received a request from Sebert Landscaping Co. (the "Operator"), and one of the trustees of the Jeffrey A. Sebert Trust dated September 17, 2002 (the "Owner"), for a Resolution stating that it supports and consents to the renewal of the Cook County Class 6B incentive for the property commonly known as 1550 West Bartlett Road, Bartlett, Illinois (formerly 31 W 060 West Bartlett Road, Bartlett, Illinois), and legally described as follows:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 547.17 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 570.0 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 547.17 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTHERLY ALONG SAID EAST LINE, A DISTANCE OF 570.0 FEET, TO THE PLACE OF BEGINNING (EXCEPT THE SOUTH 60 FEET OF THE EAST 547.17 FEET THEREOF, TAKEN FOR NON-FREEWAY PURPOSES, IN DEED RECORDED JANUARY 31, 2005 AS DOCUMENT NO. 0503119080, TO THE COUNTY OF COOK), IN COOK COUNTY, ILLINOIS,

PIN: 06-32-201-006-0000

(the "Subject Property"); and

WHEREAS, the Operator employs 100 full time employees, and 30 part time employees, at its corporate office and fleet management center on the Subject Property, that is improved with a green roof system that includes 6,500 square feet of decorative allium and tall grasses, together with other environmentally responsible improvements on the Subject Property, that have earned LEED gold certification from the U.S. Green Building Council; and

WHEREAS, the corporate authorities of the Village of Bartlett have independent knowledge of the benefits that the Operator's business brings to the local economy and the environmentally responsible improvements constructed on the Subject Property;

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 President and Board of Trustees of the Village of Bartlett hereby support and consent to the renewal application for a Class 6B classification for the Subject Property and the Operator's business thereon known as Sebert Landscaping Co., located at 1550 West Bartlett Road, Bartlett, Illinois (Permanent Parcel No. 06-32-201-006-0000).

SECTION TWO: The corporate authorities of the Village of Bartlett hereby find and determine that the industrial use of the Subject Property is necessary and beneficial to the local economy.

SECTION THREE: That the Village Clerk shall certify a copy of this Resolution and send a certified copy to the office of the Assessor of Cook County.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: August 21, 2018

APPROVED: August 21, 2018

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2018 - _____ enacted on August 21, 2018, and approved on August 21, 2018, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

ADMINISTRATION DEPARTMENT MEMORANDUM

DATE: August 7, 2018
TO: Paula Schumacher, Village Administrator
FROM: Tony Fradin, Economic Development Coordinator
RE: Metra Vendor License Agreement

In accordance with the Village's Agreement with Metra, the Village has the authority to enter into a License Agreement for the +/- 309 square foot space outfitted for a coffee vendor within the Metra commuter station.

Since the station was completed in 2007, the Village has had four vendors in the space to provide coffee, tea, cold drinks and baked goods for Metra commuters. Tazza was the vendor from fall 2007 through fall 2011. Sandwichville Express followed as the vendor from fall 2011 through late 2012, at which time the vendor's license was terminated due to non-payment.

Following Sandwichville Express's exit from the vendor space, Staff contacted local Metra station coffee purveyors Robert and Carol France, who operated the vendor spaces in the Village's Metra station as well as in Hanover Park's from late 2012 through August of 2017.

Last August, residents Adam and Shauna Lewensky proposed continuing the vending operation, utilizing the equipment and suppliers that the Frances left for them and agreed to license the premises for \$500 per month.

Following less than one year of operation, they cited low sales and the \$500 monthly fee as causes to discontinue the operation. When Staff inquired as to their interest in continuing at a lower fee, the Lewenskys declined.

Staff contacted operators of other coffee vendor spaces along the Metra line, including Mr. Nick Patel, who owns and operates the spaces in the Hanover Park Metra station as well as in Wood Dale. He recently sold his operation in the Schaumburg station after operating it for many years.

Mr. Patel has agreed to become the vendor in Bartlett's station for a \$200 monthly licensing fee. That amount matches what he pays in Hanover Park.

Nick's Coffee Shop has committed to a two-year term, renewable as long as it is not in default of the License Agreement. Attached is the Non-Exclusive License Agreement between the Village of Bartlett and Nick's Coffee Shop.

MOTION: I move to approve Resolution 2018- _____ a Resolution approving and directing the execution of the non-exclusive license agreement between Nick's Coffee Shop and the Village of Bartlett pending insurance documentation.

RESOLUTION 2018-____R

**A RESOLUTION APPROVING AND DIRECTING THE
EXECUTION OF THE NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
NICK'S COFFEE SHOP AND THE VILLAGE OF BARTLETT**

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

SECTION ONE: That the Non-Exclusive License Agreement dated as of August 21, 2018 by and between Nick's Coffee Shop and the Village of Bartlett, a copy which is appended hereto as Exhibit A and is expressly incorporated herein (the "Agreement"), is hereby approved.

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

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and 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 FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2018-_____R enacted on August 21, 2018 and approved on August 21, 2018 as the same appears from the official records of the Village of Bartlett.

NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement (the "Agreement") is made and entered into this 21st day of August, 2018, by and between the Village of Bartlett, an Illinois home rule municipality of Cook, DuPage and Kane Counties, Illinois (the "Village" or "Licensor"), and Ganga-2 Inc. d/b/a Nick's Coffee Shop ("Licensee") (collectively the "Parties").

RECITALS

A. The Village manages, operates and maintains the Metra Bartlett Station located at 120 East Railroad Avenue, Bartlett, Illinois, 60103 (the "Facilities"), pursuant to the Agreement For Operation and Maintenance of Commuter Station Facility in Bartlett, Illinois, dated April 5, 2005, by and between the Village and the Commuter Rail Division of the Regional Transportation Authority, a division of a municipal corporation ("Metra"), a copy of which is attached hereto as Exhibit A, and is expressly incorporated herein by this reference (the "Operating Agreement").

B. The Village and Metra entered a Grant of Easement Agreement dated April 5, 2005, a copy of which is attached hereto as Exhibit B, and is expressly incorporated herein by this reference (the "Easement Agreement").

C. The Operating Agreement and Easement Agreement are collectively referred to herein as the "Metra Agreements".

D. The Facilities have been constructed to include an approximate 309 +/- square foot space depicted on Exhibit C, a copy of which is attached hereto and incorporated herein (the "Licensed Premises").

E. Licensee desires to operate a retail business within the Licensed Premises, subject to the terms and conditions herein.

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. The foregoing Recitals and the Exhibits and Agreements referred to therein are incorporated herein as if fully set forth with the same force and effect as if set forth as agreements of the Parties herein.

2. Grant of Non-Exclusive License. Subject to the terms and conditions of this Agreement and the terms and conditions of the Metra Agreements, Licensor hereby grants Licensee a non-exclusive license for use of the Licensed Premises for the sole purpose of providing the following services: Operating a coffee shop/café and for the sale of other hot

and cold non-alcoholic beverages, pre-packaged food items and other items listed as follows:

[PROPOSER MUST COMPLETE, IF ANY]

Additional products and/or services not listed above may be provided, but only with the written approval of the Village Administrator.

3. Term and Hours of Operation.

a. Term. The term of this Agreement shall commence on August 22nd, 2018 (the "Commencement Date") and shall expire August 31st, 2019, unless terminated earlier as herein provided (the "Term").

b. Days and Hours of Operation: Subject to the limitations set forth in paragraph 3d below, the days and hours of operation shall be at a minimum:

Mondays through Fridays (excluding federal holidays):

5:00 a.m. to 9:00 a.m.

Saturdays and Sundays and federal holidays:

Hours to be determined by the Licensee.

Licensee agrees to remain open and operate the business the following days and hours beyond the minimum day and hours stated above as follows:

Until 1:00 PM as needed and extended hours on major Chicago event weekends.

[PROPOSER MUST COMPLETE, IF ANY]

c. It shall be a material breach of this Agreement in the event Licensee fails to operate the Licensed Premises for three (3) or more consecutive business days. Business days shall mean and include Mondays through Fridays, excluding federal holidays.

d. The hours of operation shall be limited to hours and days in which the Facilities are made available to Metra commuters by the Village and/or Metra.

e. Renewal: This Agreement may be renewed for an additional one (1) year renewal term following the expiration of the initial Term, and for subsequent one (1) year periods, subject to the mutual agreement of the Parties, and provided Licensee is not in default hereunder.

4. Fees and Reimbursement. Licensee shall pay Licensor a monthly license fee of \$200, beginning on September 1, 2018 throughout the Term of this Agreement.

5. Access. Nothing in this Agreement shall restrict the access of any employees, officers, or agents of Licensor and/or Metra who have a legitimate need for such access, including but not limited to access to the Licensed Premises to determine Licensee's compliance with the terms and conditions herein and/or as otherwise provided herein.

6. Security. Licensee assumes and exercises full responsibility for the security of the Licensed Premises during all activities contemplated by this Agreement. Licensee shall provide security for the Licensed Premises in the manner and to the extent it deems necessary, at its expense, provided that access by the Licensor and Metra is assured and not unreasonably restricted according to the provisions contained herein. Licensee shall timely communicate to the Licensor, any and all proposed security measures and obtain Licensor's approval, prior to the beginning of the term of this Agreement. Licensor agrees to cooperate with any and all reasonable security measures, provided it has sufficient notice to communicate the measures with its employees, and elected and appointed officials. Neither Licensor nor Metra shall be liable for unauthorized use of the Licensed Premises and/or Facilities.

7. Supervision. The Licensee assumes and exercises full responsibility for the supervision of Licensee's employees, agents, contractors, assignees, vendors, invitees, guests, patrons, customers and attendees (collectively, "Licensee's Agents") during the term of this Agreement. The parties agree that neither Licensor nor Metra has any duty to supervise any person or activity in connection with the Licensee's use of the Licensed Premises and/or Facilities, including within those areas not specifically identified as part of the Licensed Premises and/or Facilities.

8. Indemnification. To the fullest extent permitted by law, Licensee shall indemnify, protect, save, defend, and hold harmless the Village, Metra, the Regional Transportation Authority ("RTA"), the Northeast Illinois Regional Commuter Railroad Corporation ("NIRCRC"), and each of their respective officers, officials, directors, employees, volunteers, agents, licensees (excluding Licensee), successors and assigns (the "Indemnified Parties") from and against all claims, damages, losses, costs, penalties, obligations, liabilities, causes of action, and expenses, including but not limited to legal fees (reasonable attorney and paralegal fees and court costs), arising from or in any way connected with (i) any act, omission, wrongful act or negligence of Licensee, Licensee's Agents, or any of their respective assignees, directors, officers, agents, employees, invitees, customers, patrons, guests, attendees, contractors and/or sub-contractors or of anyone acting on behalf of Licensee; (ii) any accident, injury or damage whatsoever occurring, growing out of incident to, or resulting directly or indirectly from the use of the Licensed Premises, whether such loss, damages, injury or liability is contributed by a condition of the Licensed Premises themselves or any equipment thereon, whether latent or patent, or from other causes whatsoever; (iii) Licensee's breach of this Agreement, the Metra Agreements, and/or any of them; and/or (iv) Licensor's grant of this license to Licensee. Such obligation shall not be construed to negate, abridge, or otherwise reduce

any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Licensee's duties and obligations to indemnify the Indemnified Parties shall survive the termination and/or expiration of this Agreement.

9. Insurance. Licensee and Licensee's Agents shall maintain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance.

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from Premises, operations, independent contractors, products-completed operations, food products (if applicable), fire and legal liability, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Licensors, Metra, RTA, NIRCRC, and each of their respective officials, officers, directors, employees, agents and volunteers shall be included as additional insured (collectively, the "Additional Insured") under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them.

B. Business Auto and Umbrella Liability Insurance.

Business auto liability (including bodily injury and property damage), and, if necessary, commercial umbrella liability insurance with a limit of not less than \$500,000 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.

C. Workers Compensation Insurance

Workers' compensation as required by statute, and employer's liability coverage with limits of not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If the Additional Insured have not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Licensee and Licensee's Agents waive all rights against the Additional Insured for recovery of damages arising out of or incident to use of the Licensed Premises and/or Facilities by Licensee or Licensee's Agents or any of them.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to the Commencement Date, Licensee shall furnish Licensor with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above (including certificates of insurance for Licensee's Agents and additional insured endorsements).

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

Licensor shall have the right, but not the obligation, of prohibiting Licensee and Licensee's Agents from occupying the Licensed Premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Licensor.

Each insurance policy required under this Agreement shall not be suspended, voided, canceled, reduced in coverage or in limits except after not less than ten (10) days prior written notice by certified mail, return receipt requested has been given to Licensor.

2. Acceptability of Insurers

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

3. Cross-Liability Coverage

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

4. Deductibles and Self-Insured Retentions

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

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns. The Licensee shall not

assign, lease, sub-lease or sub-license this Agreement without the prior express written consent of the Licensor which Licensor may withhold in its sole and absolute discretion. Any such assignment, lease, sub-lease and/or sub-license shall be null and void, unless approved in writing by the Licensor.

11. Modification of Improvements. No modification or alteration of the Licensed Premises shall be made by Licensee without the prior written approval of the Licensor and Metra and compliance by Licensee with all other terms of this Agreement. Licensee shall pay for all such modifications and alterations to the Licensed Premises.

12. Prohibited Uses and Activities.

a. Licensee specifically agrees not to use the Licensed Premises and/or Facilities, or any part thereof, for any unlawful and/or immoral purpose and/or business.

b. Licensee covenants and agrees not to maintain any nuisance in the Licensed Premises and/or Facilities which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of said Licensed Premises and/or Facilities.

c. Licensee covenants and agrees to keep the Licensed Premises in a clean, safe, and sanitary condition in accordance with all applicable ordinances, codes, laws, statutes, rules and regulations of the Village of Bartlett, the State of Illinois, County of Cook and the United States of America, and all regulatory agencies thereof.

d. Licensee covenants and agrees that it shall abide by all applicable ordinances, codes, laws, statutes, rules and regulations of the Village of Bartlett, the State of Illinois, County of Cook and the United States of America and enforcement and regulatory agencies thereof, which regulate or control the Licensee's use of the Licensed Premises and/or Facilities.

e. In accordance with 49 CFR Part 26.13(a), as amended, Licensee covenants and agrees that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the award and performance of any contract and/or subcontract hereunder. Furthermore, Licensee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in its termination or such other remedy as the Village and/or Metra deem appropriate. Licensee further covenants and agrees to comply with the applicable provisions of Metra's Disadvantaged Business Enterprise (DBE) Program and applicable DBE policies, regulations, and requirements relative thereto.

f. Licensee covenants and agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the

"Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for services and/or employment provided by Licensee hereunder, and hereby gives assurance that it will promptly take any measures necessary to effectuate these obligations and under-takings.

13. Disclaimer. Licensee expressly acknowledges that the Licensor has not made any representations or warranties, express or implied, as to the adequacy, fitness or condition of the Licensed Premises for the purposes set forth herein, or for any other purpose or use, express or implied, by the Licensee. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE HEREBY EXCLUDED. Licensee accepts use of the Licensed Premises and the improvements thereon, "AS-IS" and "WITH ALL FAULTS". Licensee acknowledges that it has inspected the Licensed Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

_____ Licensee's Initials

14. Non-Discrimination. Licensee agrees to comply and to cause its employees to comply fully with the Federal Equal Employment Opportunities Act, the Civil Rights Act of 1974, the State Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder, and all amendments made thereto, and Licensee agrees not to deny services, use of the Licensed Premises, and/or employment opportunities on the basis of race, creed, color, religion, sex, national origin or ancestry, age, disability unrelated to ability, marital status, or unfavorable discharge from military service and/or otherwise in violation of any applicable federal, state, and/or local law.

15. Relationship Between the Parties. It is understood, acknowledged and agreed by the Parties that the relationship of Licensee to the Village arising out of this Agreement shall be that of an independent contractor and shall not be construed as partners or joint venturers. Neither Licensee nor any employee or agent of Licensee is an employee or agent of the Village for any purpose whatsoever.

16. Default. In the event of the failure of any party to perform all of its duties and obligations under the terms and conditions of this Agreement, the other party shall be entitled to all remedies available at law and/or equity to enforce their rights under this Agreement, including the right to reimbursement for reasonable attorney's fees, subject to the limitations set forth in paragraphs 26 and 27 herein.

17. Notices. All notices and demands required hereunder shall be in writing and shall be deemed to have been given or made when delivered personally or when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Licensor:
Village of Bartlett
228 South Main Street
Bartlett, IL 60103
Attn: Paula Schumacher

If to Licensee:
Ganga 2 Inc.
1101 Southbridge Lane
Schaumburg, IL 60194
Attn: Nick Patel

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

18. Restoration. Upon the expiration or termination of this Agreement, Licensee shall cause the Licensed Premises and Facilities to be restored to the same condition in which it existed at the time of the execution of this Agreement, including but not limited to the removal of any and all signs placed on the Licensed Premises and/or Facilities by or on behalf of Licensee, the removal of all debris from the Licensed Premises, and repair of any damage to the Licensed Premises and/or Facilities attributable to Licensee and/or Licensee's Agents and/or otherwise arising from use of the Licensed Premises and/or Facilities by Licensee and/or Licensee's Agents ("Restoration Work").

19. No Lease. The Parties agree that this Agreement confers upon the Licensee only a non-exclusive license and right to use the Licensed Premises upon the terms set forth herein, and that nothing contained herein is intended to confer upon the Licensee and leasehold interest in the Licensed Premises or any portion thereof. In the event of default by the Licensee, the Licensor shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder, but may elect to do so notwithstanding the fact that the Licensee does not have and shall not acquire any leasehold interest in the Licensed Premises.

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

21. Metra Agreements. Licensee and Licensee's Agents shall comply with all of the terms, conditions, requirements and restrictions set forth in the Metra Agreements, and any breach of any such term, condition, requirements, and/or restrictions of the Metra Agreements or any of them, shall be a material breach of this Agreement.

22. Hazardous Substances. Licensee shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Licensed Premises and/ or Facilities. If the presence of Hazardous Substances brought upon, kept, stored or used by or on behalf of Licensee and/or Licensee's Agents, in violation of this paragraph, results in contamination of the Licensed Premises and/ or Facilities, Licensee shall pay for all actual costs of clean up and shall indemnify, hold harmless the Village, Metra, RTA, and NIRCRC and at the Village's option, defend the Village, Metra, RTA, NIRCRC, and their respective employees, directors, affiliates, agents, volunteers, officers, officials, licensees (excluding Licensee), successors and assigns from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances.

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

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

23. Liens. Licensee shall keep the Licensed Premises and Facilities free of any liens or claims of liens, and shall discharge any such liens within ten days of their filing. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold the Village, Metra, RTA and NIRCRC, harmless from and against any and all liens or claims for liens for material or labor by reason of any work done and/or material furnished by or on behalf of Licensee and/or Licensee's Agents.

24. Premises and Equipment.

a. Licensee shall have the use of the Licensed Premises along with any fixtures included therein subject to the terms and conditions herein. No other area of the Facilities shall be used except with the prior written permission of the Village Administrator, other than as expressly provided herein to the contrary.

b. Licensee shall use its best efforts to reasonably conserve gas, electric, water and sewer, and to use said utilities in a commercially reasonable manner. Licensee shall pay their own telephone bills.

c. Any alteration or decoration of the Licensed Premises shall be at the expense of Licensee and only with express written consent of the Village and Metra. Any additions or improvements made shall become the sole property of the Village. The Village Administrator shall have final authority to approve any alteration or decoration described herein prior to the addition or improvement being made.

d. Licensee may install signage inside the Facilities with the prior written approval of the Village Administrator and Metra, which the Village Administrator and/or Metra may withhold in their respective sole and absolute discretion, and provided Licensee has procured all necessary sign permits and other approvals therefore from the Village. All fees and costs related thereto are to be paid by Licensee.

e. Trash receptacles and removal services shall be supplied and performed by Licensee.

f. Licensee acknowledges the Licensed Premises and Facilities are non-smoking facilities and shall not allow smoking in the Licensed Premises.

25. Operations.

a. At all times during the term of this Agreement, Licensee shall maintain the Licensed Premises and all property and fixtures located therein in a clean, neat, orderly, sanitary, and safe condition.

b. Licensee's provision of providing of food items shall be consistently high in quality and shall, at all times, be sanitary, orderly and sufficient to meet public demand.

c. Licensee shall employ sufficient and qualified personnel for the Licensed Premises and agree that the services rendered by such personnel to the public shall be provided in a courteous, businesslike and efficient manner. Designated Village employees may require individual Licensee's personnel to modify their individual behavior, when such Village employees deem necessary in keeping the Licensee's obligations under this paragraph, including, without limitation, rudeness to the public and poor sanitation practices.

d. Licensee agrees that all food items and coffee shall be purchased from reliable and reputable suppliers and, if required by law, all food items and coffee will be approved by authorized governmental agencies.

e. Licensee shall obtain all necessary licenses and permits necessary for Licensee's use and/or operation of the Licensed Premises.

26. Termination.

a. In the event Licensee shall breach or be in default under any of the provisions of this Agreement, the Village may terminate this Agreement if Licensee shall not have cured such default within ten (10) days after the Village shall have notified Licensee thereof, in writing (the "Cure Period"), provided, however, that if Licensee shall have repeatedly breached or been in default hereunder on previous occasions, the Village may terminate this Agreement immediately without affording Licensee an opportunity to cure the breach or default upon written notice to Licensee. Notwithstanding the forgoing, the Village may immediately suspend all licenses herein granted, including Licensee's right to possession and right to operate its business in the Licensed Premises in the event Licensee fails to maintain the types and amounts of insurance coverages required herein until Licensee provides documentation to the Village evidencing compliance with said insurance requirements. The Village may similarly suspend all such licenses and right to possession granted hereunder in cases of emergency.

b. Notwithstanding any provisions herein to the contrary, in the event Licensee shall have (i) filed a voluntary petition in bankruptcy or made an assignment for benefit of creditors; (ii) consented to the appointment of a receiver or trustee of all or part of it property; or (iii) an involuntary petition in bankruptcy shall have been filed in regard to Licensee and the same shall not have been dismissed within ten (10) days of such filing, this Agreement shall automatically terminate.

c. Upon thirty (30) days prior written notice by either party to the other at the conclusion of the Term, as defined herein.

d. Upon termination of this Agreement, Licensee shall yield up the Premises in at least as good of condition as existed prior to the Commencement Date, including, the performance of all Restoration Work required herein. Notwithstanding the provisions of this paragraph, all fixtures shall remain on the Licensed Premises as provided herein.

e. In addition to performing all of Licensee's other obligations set forth in this Agreement, Licensee shall pay to the Village an amount equal to 200% of the License Fee for each month or portion thereof during which Licensee shall retain possession of the Licensed Premises, or any part thereof, after the expiration or termination of Licensee's right of possession, whether by lapse of time or otherwise, and also shall pay all damages sustained by the Village on account of Licensee so retaining possession. The provisions of this paragraph shall not be deemed to limit or constitute a waiver of any other rights or remedies of the Village provided herein or at law or equity.

f. This Agreement shall automatically terminate in the event the Metra Agreements, or either of them are terminated and/or in the event Metra, RTA and/or NIRCRC restrict or prohibit Licensee's use of the Licensed Premises and/or the Village's use of the Facilities.

g. Either Party may terminate this Agreement without cause by providing the other Party not less than ninety (90) days prior written notice.

27. Limitation on Village's Damages. In no event shall the Village be liable to Licensee and/or Licensee's Agents for any consequential incidental, special, and/or indirect damages or losses (in contract, tort and/or otherwise), including but not limited to any lost revenues in connection with this Agreement and/or any breach and/or default by the Village hereunder.

28. Assumption of Liability. To the fullest extent permitted by law, Licensee and Licensee's Agents assume all liability for claims, causes of action, and damages from any personal injury, personal loss or damages to property arising out of or attributable to use of the Licensed Premises or other Village property by Licensee and/or Licensee's Agents. Licensee and Licensee's Agents are aware of the risks associated with use of the Licensed Premises and/or other Village property, and Licensee and Licensee's Agents voluntarily assume those risks in consideration of the licenses herein granted.

29. Taxes. Licensee acknowledges that the Licensed Premises and Facilities are currently exempt from all taxes, including, but not limited to, real estate taxes. The Parties intend that the Licensed Premises and Facilities remain exempt from real estate and/or leasehold taxes, and that no such taxes should be assessed as a result of the license granted hereunder. In the event, however, (i) this License Agreement or the rights granted under this Agreement, (ii) any sub-lease or sub-license agreement or other grant of use or assignment by Licensee and/or (iii) the use and/or operations of Licensee or any of its sub-licensees, sub-lessees, or assignees, results in a full or partial loss of such real estate tax exemption or in the assessment of real estate taxes and/or a tax on any leasehold and/or sub-leasehold interest, then Licensee agrees to pay the Village the amount of any such tax, but reserves the right to appeal such assessment, prior to the due date therefore for each tax year this Agreement remains in effect, including any and all extensions and/or renewals thereof. Licensee shall also pay all other federal, state and local taxes attributable to its operation and/or use of the Licensed Premises.

Lessee shall be solely responsible to file all applicable retailer occupation tax reports and forms and shall pay all retailer occupation taxes attributable to the operations before any such taxes become delinquent.

The obligations to pay said taxes shall survive the expiration and/or termination of this Agreement.

30. Custodial Care/Maintenance. Licensee shall be solely responsible for custodial care and daily clean up of the Licensed Premises and the immediate vicinity thereof, including outside the Facilities and inside the Facility attributable to the Licensee's operations. Licensee shall be responsible to maintain and to repair any damage to the Licensed Premises and to the area of the Facilities in the immediate vicinity of the Licensed Premises.

31. Miscellaneous.

a. The Parties agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment

is dated, reduced to writing, executed by both Parties, and attached to and made a part of this Agreement.

b. The Parties agree that the titles of the items of this Agreement, hereinabove set forth, are for convenience of identification only and shall not be considered for any other purpose.

c. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois and any action to enforce this Agreement shall be brought in the Circuit Court of Cook County, Illinois.

d. The Parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

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

f. 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.

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

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

i. In the event of any conflict between the terms and conditions herein, and the terms and conditions of the Metra Agreements, the more stringent terms and conditions shall be controlling upon Licensee.

[SIGNATURE PAGE FOLLOWS]

Licensors:

Village of Bartlett

By: _____
Kevin Wallace,
Village President

Attest:

Lorna Gilles, Village Clerk

Licensee:

Ganga -2 Inc d/b/a Nick's Coffee Shop

By: _____
Nick Patel, President

Attest:

Its: _____

NO 1280

**AGREEMENT FOR OPERATION AND MAINTENANCE
OF COMMUTER STATION FACILITY IN BARTLETT, ILLINOIS**

THIS AGREEMENT is entered into as of this 5th day of April, 2005, by and between the **Commuter Rail Division of the Regional Transportation Authority**, a division of an Illinois municipal corporation ("**Metra**") and the **Village of Bartlett**, an Illinois municipal corporation ("**Municipality**"). Metra and Municipality are hereinafter sometimes individually referred to as a "**Party**" and jointly referred to as the "**Parties**".

RECITALS

- A. Metra presently owns the property located east of Oak Street and southeasterly of and adjoining the Milwaukee District West Line tracks in the Municipality as delineated on **Exhibit "A"** attached to and made a part of this Agreement ("**Parcel 1**").
- B. Municipality presently owns the property located east of Oak Street and southeasterly of and adjoining Parcel 1 in the Municipality identified a part of Railroad Avenue, which is being reconstructed, as delineated on **Exhibit "A"** attached to and made a part of this Agreement ("**Parcel 2**").
- C. Municipality desires to grant to Metra a permanent, non-exclusive, perpetual easement upon, under, across, and along Parcels 2 ("**Easement Premises**") for Metra and railroad purposes ("**Easement**") together with reasonable access thereto.
- D. The Parties desire Metra to construct a new station facility on Parcel 1 and Parcel 2 ("**Premises**") including but not limited to platforms, commuter station, related improvements, and landscaping ("**Station Facility**").
- E. Metra desires to grant to Municipality the right to manage, operate and maintain the Station Facility on the Premises.
- F. Municipality has determined that the construction, operation and maintenance of the Station Facility on the Premises is in the best interests of the public and serves a valid public purpose.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Agreement and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the Parties, the Parties agreed to the following:

1. **EASEMENT**. Municipality shall upon execution of this Agreement grant to Metra an easement on, over, under, across and through Parcel 2 for construction, operating and maintenance of the Station Facility ("**Permanent Easement**") by executing and recording the Easement attached to and made a part of this Agreement as **Exhibit "B."**

2. **TERM.** Metra does hereby grant to Municipality the right to manage, operate and maintain the Station Facility subject to and in accordance with the terms covenants and conditions contained herein. Municipality's obligations and right to use the Premises under the terms and provisions of this Agreement shall commence on the date the Station Facility is first used in commuter operating service and shall continue in force and effect for a period of forty (40) years from said operating date ("**Use Term**") unless otherwise terminated as provided under the terms and conditions of this Agreement. Either Party may at any time terminate this Agreement by giving the other Party ninety (90) days prior written notice of its intention to so terminate.

3. **PURPOSE OF USE.** The Parties agree that the purpose of this Agreement is to insure that the Premises is protected, maintained and operated as a commuter station facility. Municipality desires to control access to said Premises and operate and maintain said Premises pursuant to Section 5 herein.

4. **USE BY METRA AND PUBLIC.** Metra further reserves unto itself, its successors and assigns, permittees and licensees the right to use said Premises in the general conduct of its railroad business including endeavors for the convenience of its commuters and the public. Municipality shall not interfere with or infringe upon Metra's or the public's lawful use of the said Premises so reserved. Municipality further agrees that Municipality and Municipality's employees and invitees in and about said Premises shall be subject to the general rules and regulations of Metra relating to said commuter station facilities and to Metra's railroad operations. Metra reserves the nonexclusive right to regulate and control the people who enter said Premises and their conduct and reserves the right to enter upon said Premises at any time and to eject therefrom any disorderly person or persons.

5. **MAINTENANCE, ACCESS AND RELOCATION.**

(a) Except as otherwise provided herein, Municipality, shall manage the Station Facility and shall be responsible throughout the Use Term to maintain and repair the Station Facility and all fixtures and appurtenances thereon and shall keep all of the same, and any area used in the future for commercial development, in a good state of repair, appearance and order (including, but not limited to, janitorial maintenance of floors and windows, painting, plumbing fixtures, all utilities inside the Station Facility, and snow removal from sidewalks leading to platforms and ramp and stairwells, if any, and the providing of scavenger service, corresponding to standards that apply to Municipality's other public buildings and facilities, except Municipality **shall not** be responsible for: (i) the snow removal from the platforms, ramps, and stairwells, as indicated by highlighting on **Exhibit "A"**, (ii) any utilities located on or along the ramps, platforms or stairwells, or (iii) repairing or replacing any structural portions of the depot building (including, but not limited to, support walls, structural members, columns, floors, roof, heating plant and foundation) ("**Routine Maintenance**"). Metra shall repair and/or replace any structural portions of the depot building which have come into such a state of disrepair as to require repair or replacement. Municipality shall be responsible for notifying Metra, in writing, within 30 days of the need for replacements or repairs which are to be the

responsibility of Metra. For the purpose of determining what items shall be the responsibility of Municipality or Metra hereunder it is hereby agreed that any single item costing Two Thousand five hundred and no/100 dollars (\$2,500.00) or more, to repair or replace shall be the responsibility of Metra ("**Metra Repair**"), and all other maintenance and repair expenses shall be the responsibility of Municipality, unless said item to be replaced or repaired is part of the structural portion of the Station Facility, in which case Metra shall be solely responsible for its replacement of repair regardless of the cost of said replacement or repair. For each additional year that this Agreement is in force and effect, the Metra Repair amount shall be annually decreased by fifty (\$50.00) dollars. Municipality shall inspect the Station Facility at least once each year and notify Metra if a Metra Repair will be necessary; provided, however, that Municipality's failure to provide Metra notice of a Metra Repair shall not relieve Metra of the responsibility to make said Metra Repair.

(b) Municipality shall be responsible for the "Standard Maintenance" of all landscaping on and along the railroad right-of-way as delineated on **Exhibit "A"**. For purposes of this Agreement, Standard Maintenance shall mean watering, weeding, mowing, trimming, and mulching as dictated by the specific plantings on the Premises.

(c) Metra reserves the right to relocate the Station Facility or any portion thereof if necessary for railroad purposes, at its own cost and expense, in the vicinity of the Premises with no liability for damages to Municipality's interest in the Station Facility resulting from such relocation; provided, however, that Metra shall give Municipality sixty (60) days prior written notice of its intention to relocate the existing Station Facility or portion thereof.

6. **SIGNS.** Municipality shall not post or place any signs on the Premises without having first received Metra's approval of the content, design and location of the sign. Metra reserves the right to post or place or to have posted or placed on the Premises, informational signs relative to the operations of Metra.

7. **COMPLIANCE (LEGAL AND INSURANCE).**

(a) Municipality shall not use or permit upon the Premises anything that will invalidate any policies of insurance held by Metra or Municipality now or hereinafter carried on or covering the Premises or any improvements thereon. Municipality shall manage, operate, perform Routine Maintenance and use the Premises and improvements thereon in compliance with the requirements of all local, state and federal ordinances, laws, rules and regulations in effect during the Use Term.

(b) Municipality and its contractors shall maintain insurance in amounts and forms satisfactory to Metra throughout the Use Term covering the Station Facility either through the purchase of conventional insurance policies or by way of participation in an intergovernmental agreement providing for insurance or self-insurance to the Municipality. Such policies of insurance or self-insurance shall include comprehensive general public liability, automobile, property damage and worker's compensation coverage. Said insurance shall show Metra, the Regional Transportation Authority ("**RTA**") and the Northeast Illinois Regional

Commuter Railroad Corporation ("NIRCRC") as additional insureds and shall be endorsed to assume the contractual obligations of Municipality as set forth in this Agreement. A duplicate copy of such insurance policy or a certificate of insurance and signed copy of a report showing established insurable value shall be furnished to Metra and must show on the insurance policy or the certificate of insurance that Metra will be properly notified in writing at least thirty (30) days prior to any modification or cancellation of such policy.

(c) Municipality and its agents shall not permit the existence of any nuisance on the Premises; shall not create dangerous or hazardous conditions on the Premises, nor allow dangerous, explosive, flammable, or combustible materials on the Premises which would increase or tend to increase the risk of fire; and further, the Municipality or its agent shall keep, observe and comply with all federal, state and local rules, regulations, ordinances, and laws having jurisdiction over the Premises. If, as a result of the Municipality's occupancy of the Premises hereunder, any such rule, regulation, ordinance or law is violated, the Municipality shall protect, hold harmless, defend and indemnify Metra, RTA and NIRCRC from and against any and all loss, penalties, fines, costs, damages or expenses, including court costs and attorneys' fees, caused by, resulting from, or connected with such violation or violations.

(d) Municipality and its agents agree to use their reasonable best efforts to prevent the occurrence of contamination, hazardous materials or any related environmental damage or condition on the Premises during the Use Term. Should any contamination or other environmental condition occur or result from Municipality's use or occupancy of the Premises, Municipality will be responsible for all costs associated with the mitigation and cleanup of such contamination or environmental condition and any related liability with respect thereto but only to the extent occurring or resulting from Municipality's use or occupancy of the Premises. Municipality specifically agrees to indemnify, defend and hold harmless Metra, RTA and NIRCRC from all such loss, damages, costs or liabilities, including court costs and attorneys' fees, arising from Municipality's use or occupancy of the Premises.

8. **LOCATION OF UTILITIES.** Municipality accepts the Premises subject to rights of any party, including Metra, in and to any existing utility or other wires, cables, poles, pipes or facilities of any kind whatsoever, whether or not of record. Metra reserves the right to grant future utility easements over, under or through the Premises provided such easements do not unreasonably interfere with Municipality's management, operation or maintenance of the Station Facility.

9. **METRA'S TITLE.** Metra makes no covenant for quiet enjoyment of the Premises. Municipality assumes any damages Municipality may sustain as a result of, or in connection with, any want or failure at any time of Metra's title to the Premises.

10. **LICENSE TO OPERATE.** Municipality shall pay for the cost of any licenses, permits or fees required by federal, state or local rule, regulation, ordinance or law necessary to manage, operate and maintain the Station Facility.

11. **INDEMNIFICATION.** To the fullest extent permitted by law, Municipality agrees to protect, indemnify, defend and forever hold harmless Metra, RTA, NIRCRC and their directors, employees, agents, licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for death or injury to any person or persons and all loss, damage or destruction to any property caused by, attributable to or resulting from Municipality's management, operation and maintenance of the Station Facility or use of the Premises, Municipality's negligence or the failure of Municipality to comply with the provisions of this Agreement, except to the extent caused by the negligent, willful or wanton acts or omissions of Metra, RTA or NIRCRC.

12. **CONTRACTS BY MUNICIPALITY**

(a) In all contracts executed by Municipality for Routine Maintenance of the Premises (including snow removal of sidewalks) or for the construction, rehabilitation, improvement, repair or maintenance of structures, facilities or improvements located on the Premises, or to be located on such Premises, Municipality will require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless and defend Metra, RTA and NIRCRC, their directors, employees, agents, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of, or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees.

(b) Municipality will further cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive policies of insurance, insuring contractor, Metra, RTA and NIRCRC, their directors, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts, omissions or negligence of such contractor(s), or their officers, employees, agents or subcontractors and their agents or employees.

13. **LIENS.** Municipality agrees not to suffer or permit any lien of mechanics or materialmen to be placed against the Premises or any part thereof and, in case of any such lien attaching to the Premises, immediately to pay off and remove the same or furnish a bond or other security satisfactory to Metra to indemnify Metra against any such lien. It is further agreed by the Parties hereto that Municipality has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Municipality, operation of law, or otherwise, to attach to or to be placed upon Metra's title or interest in the Premises, and any and all liens and encumbrances created or suffered by Municipality or its tenants shall attach to Municipality's interest only.

14. **TAXES.** Municipality shall be responsible for payment of all real estate taxes and special assessments, if any, assessed against the Premises, including but not limited to real

estate taxes assessed as a result of Municipality's assignment or license of all or any portion of the Premises to a third party. Municipality shall protect, indemnify, defend and forever save and keep harmless Metra, RTA, NIRCRC, and their directors, employees and agents licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for failure to pay real estate taxes or special assessments assessed against the Premises on or before the date payments of such taxes are due.

15. **CAUSE FOR BREACH.** If either Party defaults in any of its undertakings or obligations of this Agreement and the Party receives written notice of such default from the other Party, then such event or action shall be deemed to constitute a breach of this Agreement and if such default remains uncured for thirty (30) days after notice in writing, this Agreement shall automatically cease and terminate.

16. **SURRENDER OF PREMISES.** Upon the termination of this Agreement or Municipality's use of the Premises by any manner, means, or contingency whatsoever, Municipality shall, if required by Metra, remove all of Municipality's improvements and/or property from the Premises, fill all excavations that have been made by Municipality and deliver possession of the Premises to Metra in as good a condition or a better condition than that which existed immediately prior to the commencement of the Use Term, ordinary wear and tear excepted. Should the Municipality fail to perform such removal or restoration, then Metra, at its election, may either remove the Municipality's improvements and property and restore the Premises to its former state at the sole expense of Municipality or may retain the Municipality's improvements and property as Metra's sole property. Should Municipality retain possession or use of the Premises or any part thereof after the termination of Municipality's use by Metra or as otherwise provided for in this Agreement, any such holding over shall not constitute an extension of Municipality's use and Municipality shall pay Metra all damages, incidental or consequential as well as direct, sustained by Metra, RTA and NIRCRC and their respective directors, employees, agents and licensees by reason of such retention of possession or use. The provisions of this paragraph do not exclude the Metra's rights of reentry or any other rights to recover use and possession of the Premises afforded Metra by law.

17. **RE-ENTRY.** If Municipality shall breach or default in any of the terms of this Agreement and if such breach or default is not cured as provided in Section 14 above, or if Municipality's use of the Premises shall expire or terminate in any manner, it shall be lawful for Metra then or at any time thereafter to re-enter the Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary force for regaining possession; provided, however, that Municipality shall have the right to remove certain of Municipality's property as hereinabove provided. No termination of Municipality's use shall release the Municipality from any liability or obligation that accrued prior to said termination.

18. **WAIVER OF REMEDIES.** No waiver of any default of Municipality shall be implied from omission by Metra to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. No receipt of money by Metra from Municipality (1) after any default by Municipality, (2) after the termination of Municipality's use, (3) after the

service of any notice or demand, (4) after the commencement of any suit, or (5) after final judgment for possession of the Premises, shall waive such default or reinstate, continue or extend the Use Term or affect in any way such notice or suit, as the case may be.

19. **IMPROVEMENTS.** Municipality shall not make any improvements to the Premises without having first obtained the prior written consent of Metra. Municipality shall submit to Metra all plans and specifications for improvements on or to any portion of the Premises (improvements shall not include such items of Routine Maintenance and Standard Maintenance as described in Section 4(a) of this Agreement). Metra reserves the right to have its employees, agents or independent contractors perform such work set forth in the plans and specifications it approves and Municipality agrees to pay the cost of all such improvements performed by or on behalf of Metra, whether by Metra's employees, agents or independent contractors.

20. **CUMULATIVE RIGHTS.** All rights and remedies of Metra shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

21. **NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid or sent by facsimile transmission by Metra or Municipality at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered as delivered to recipient on the day of delivery if sent by commercial courier, on the second business day after deposit in the U.S. Mail if sent by certified or registered mail or on the first business day after successful transmission if sent by facsimile transmission.

Notices to Metra shall be mailed to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate & Contract Management
Phone: (312) 322-8010
Fax: (312) 322-4288

Notices to Municipality shall be mailed to:

Village of Bartlett
228 South Main Street
Bartlett, IL 60103
Attn: Village Administrator
Phone: (630) 837-0800
Fax: (630) 837-7176

With a copy to the Village Attorney:

Bryan E. Mraz
Bryan E. Mraz & associates
111 East Irving Park Road
Roselle, Illinois 60172
Phone: (630) 529-2541
Fax: (630) 529-2019

22. **ENTIRE AGREEMENT.** All of the representations and obligations of Metra are contained herein. Metra and Municipality agree that no change or modification to this Agreement, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred as a consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement.

23. **RAIL SERVICE.** Metra makes no warranties or representations, expressed or implied, as to continued rail service to the Premises.

24. **SALE OR ASSIGNMENT.** Any assignment or transfer of this Agreement or the Premises by Municipality without the written consent of Metra its successors and assigns shall be void. No act of Metra, including acceptance of money by Metra from any other party, shall constitute a waiver of this provision.

25. **SEVERABILITY.** Metra and Municipality agree that if any provision of this Agreement is held to be invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the terms, purposes and requirements of applicable law.

26. **USE RESTRICTIONS.** All rights not specifically granted to Municipality under the terms and conditions of this Agreement are hereby reserved in and to Metra. Municipality agrees that none of the Premises will be used, nor will Municipality permit them to be used, for parking within twenty (20) feet of the centerline of any trackage. Any portion of the Premises within twenty (20) feet from the nearest rail of any trackage shall be used only for the construction, maintenance, repair and renewal of platforms and other railroad improvements located within the railroad right of way (subject to legal clearance requirements and Metra's clearance requirements) and for no other purpose whatsoever. Any construction, rehabilitation or repair work performed on behalf of Municipality occurring within the railroad right-of-way will require flagging protection provided by Metra at Municipality's sole cost and expense. Municipality and/or its contractors shall also purchase and keep in full force and effect railroad protection liability insurance during the performance of any such work.

27. MISCELLANEOUS PROVISIONS.

(a) This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective successors or assigns.

(b) The captions of the Sections of this Agreement are for convenience and are not to be interpreted as part of this Agreement.

(c) Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

(d) In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day.

(e) This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

THE COMMUTER RAIL DIVISION OF
THE REGIONAL TRANSPORTATION
AUTHORITY:

VILLAGE OF BARTLETT:

By: *Philip A. Pagano*
Philip A. Pagano
Executive Director
Its: _____

By: *Catherine J. Sheehy*
Catherine J. Sheehy
Village President

ATTEST:
By: *Debra M. Ellison*
Debra M. Ellison
Assistant Secretary

ATTEST:
By: *Linda L. ...*
Linda L. ...
Village Clerk

ASSISTANT SECRETARY

Its: _____



EXHIBIT "B"
GRANT OF EASEMENT

Village of Bartlett to Metra
County: Cook
Location: North portion of Railroad Avenue
East of Oak Avenue

GRANT OF EASEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into on this 5th day of April, 2005 by and between the Village of Bartlett, an Illinois municipal corporation ("**Grantor**") and the Commuter Rail Division of The Regional Transportation Authority, a division of an Illinois municipal corporation ("**Metra**"). Grantor and Metra are hereinafter sometimes individually referred to as a "**Party**" and jointly referred to as the "**Parties**".

RECITALS

- A. Metra presently owns the property located east of Oak Street and southeasterly of and adjoining the Milwaukee District West Line railroad tracks in the Village of Bartlett, Cook County, Illinois, as delineated on **Exhibit "A"** attached to and made a part of this Agreement ("**Parcel 1**").
- B. Municipality presently owns the property located east of Oak Street and southeasterly of and adjoining Parcel 1 in the Village of Bartlett, Cook County, Illinois, identified as part of Railroad Avenue, which is being reconstructed, as delineated and legally described on **Exhibit "A"** attached to and made a part of this Agreement ("**Parcel 2**").
- C. The Parties desire Metra to construct a new station facility on Parcel 1 and Parcel 2 ("**Premises**") including but not limited to platforms, commuter station, related improvements, and landscaping ("**Station Facility**").

D. Grantor desires to grant to Metra a permanent, non-exclusive easement upon, under, across, and along Parcels 2 ("**Easement Premises**") for Metra and commuter railroad purposes ("**Easement**") together with reasonable access thereto and thereafter to use, repair, and renew the same during the continuance of this Easement.

NOW, THEREFORE, for and in consideration of foregoing Recitals, which are hereby incorporated into this Agreement, the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Grantor hereby grants to Metra the Easement upon the following express conditions, terms and covenants to be observed, kept and performed by the Parties:

1. **USE.** Metra may develop the Easement Premises for any and all Metra and commuter railroad purposes as such are reasonably determined by Metra in its sole discretion, including without limitation platforms, commuter station, related improvements, and landscaping ("**Improvements**"). Metra's use of the Easement Premises shall be conducted in a safe and workmanlike manner and in accordance with all applicable laws, ordinances, rules, and regulations.
2. **NONINTERFERENCE.** Grantor shall perform no acts that would interfere with efficient rail operations or any other business operations or activities being conducted by Metra or Metra's tenants or permittees on the Easement Premises and so as not to prevent or unreasonably interfere with the use and enjoyment of the Easement Premises by Metra, its employees, agents or permittees for the purpose(s) to which the Easement Premises is now, or may hereafter be, committed by Metra. Nothing shall be done or caused to be done by Grantor that will in any manner impair the usefulness or safety of the Improvements.
3. **EXISTING EASEMENTS.** This Easement is expressly subject to the rights of preexisting easements, if any, in and to the Easement Premises.
4. **FUTURE EASEMENTS.** Grantor shall have the exclusive right to grant future easements over, under, across or parallel to the Easement Premises provided such easements do not unreasonably interfere with or impair the usefulness or safety of the Improvements.
5. **INDEMNIFICATION.** Metra shall indemnify, defend, and hold harmless Grantor from and against any and all claims, demands, actions, costs, and expenses, (including without limitation, reasonable attorneys fees and court costs) for bodily injury or death and damage to property arising out of the acts, omissions, or negligence of Metra, its contractors, officers, agents, shareholders, employees, or permittees while conducting the activities on the Easement Premises permitted by this Agreement, except to the extent caused by the actions, omissions, or negligence of Grantor or any person or persons acting on behalf of or with the authority or permission of Grantor. Grantor agrees to notify Metra in writing within a reasonable time (but in no event later than thirty (30) days) of any claim of which it becomes aware which may fall within this indemnity provision.

6. **COMPLIANCE (LEGAL AND INSURANCE).**

(a) Metra and its agents shall not permit the existence of any nuisance on the Premises; shall not create dangerous or hazardous conditions on the Premises, nor allow dangerous, explosive, flammable, or combustible materials on the Premises which would increase or tend to increase the risk of fire; and further, the Metra or its agent shall keep, observe and comply with all federal, state and local rules, regulations, ordinances, and laws having jurisdiction over the Premises. If, as a result of the Metra's occupancy of the Premises hereunder, any such rule, regulation, ordinance or law is violated, the Metra shall protect, hold harmless, defend and indemnify Municipality from and against any and all loss, penalties, fines, costs, damages or expenses, including court costs and attorneys' fees, caused by, resulting from, or connected with such violation or violations.

(b) Metra and its agents agree to use their reasonable best efforts to prevent the occurrence of contamination, hazardous materials or any related environmental damage or condition on the Premises during the term of this Agreement. Should any contamination or other environmental condition occur or result from Metra's use or occupancy of the Premises, Metra will be responsible for all costs associated with the mitigation and cleanup of such contamination or environmental condition and any related liability with respect thereto but only to the extent occurring or resulting from Metra's use or occupancy of the Premises. Metra specifically agrees to indemnify, defend and hold harmless Municipality from all such loss, damages, costs or liabilities, including court costs and attorneys' fees, arising from Metra's use or occupancy of the Premises.

(c) Metra will cause appropriate clauses to be inserted in all contracts for maintenance, construction, rehabilitation, improvement, or repair of the Improvements requiring contractors to procure and maintain comprehensive policies of insurance, insuring contractor, Metra, and Grantor from and against any and all risks, liabilities, claims, demands, losses, and judgments arising from, growing out of or in any way related to the work performed or to be performed by such contractor, whether or not any such liability, claim, demand, loss, or judgments is due to or arises from the acts of negligence of contractor, Metra, or Grantor or their respective officers, agents, employees, or subcontractors.

7. **NOTICES.** All notices, demands, and elections required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail, return receipt requested, with proper postage prepaid, delivered personally, or hand delivered by a courier service or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending Party to the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections, and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail or on the day of delivery if delivered personally or hand delivered.

a. Notices to Metra shall be sent to:

BartlettEmfToMetraForSta March 7, 2005

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate & Contract Management
Phone: (312) 322-8010
Fax: (312) 322-4288

b. Notice to Grantor:

Village of Bartlett
228 South Main Street
Bartlett, IL 60103
Attn: Village Administrator
Phone: (630) 837-0800
Fax: (630) 837-7176

With a copy to the Village Attorney:

Bryan E. Mraz
Bryan E. Mraz & Associates
111 East Irving Park Road
Roselle, Illinois 60172
Phone: (630) 529-2541
Fax: (630) 529-2019

6. **REVERSION.** In the event it is determined by Metra, at Metra's sole discretion, that the Easement Premises is not needed for commuter railroad purposes, Metra agrees that this Easement shall terminate and the Easement Premises shall revert back to the Grantor.

7. **MISCELLANEOUS.**

- a. The terms, benefits, and privileges of this Agreement shall be deemed and taken to be covenants and easements running with the land and shall be binding upon the Grantor, its successors, assigns, transferees, and any persons from time to time having any interest in the land.
- b. The captions of the Sections of this Agreement are for convenience and are not to be interpreted as part of this Agreement.
- c. If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties.

- d. No waiver of any obligation or default of Metra shall be implied from omission by Grantor to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated.
- e. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine, and neuter shall be freely interchangeable.
- f. In the event the time for performance hereunder falls on a Saturday, Sunday, or holiday, the actual time for performance shall be the next business day.
- g. This Agreement shall be governed by the internal laws of the State of Illinois.
- h. This Agreement constitutes the entire contract between the Parties with respect to the subject matter of this Agreement, and may not be modified except by an instrument in writing signed by all the Parties and dated a date subsequent to the date of this Agreement.

IN WITNESS WHEREOF, the Grantor and Metra have caused this Agreement to be executed the day and year first above written.

GRANTOR:

VILLAGE OF BARTLETT

By: *Sandra J. Melchert*

ATTEST:

By: *Sandra J. Melchert*
Its: Village Clerk



METRA:

COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY:

By: *[Signature]*

ATTEST:

By: *Alvin M. Ellison*
Its: ASSISTANT SECRETARY

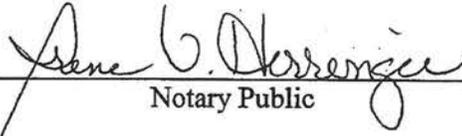
STATE OF ILLINOIS)

COUNTY OF Cook)

) SS
)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Catherine J. Melchert, Village President and Linda Gallien, Village Clerk are the same person(s) whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they have signed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of April, 20 .



Notary Public

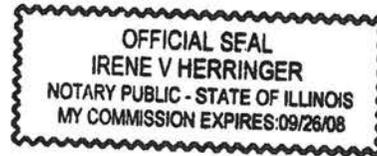
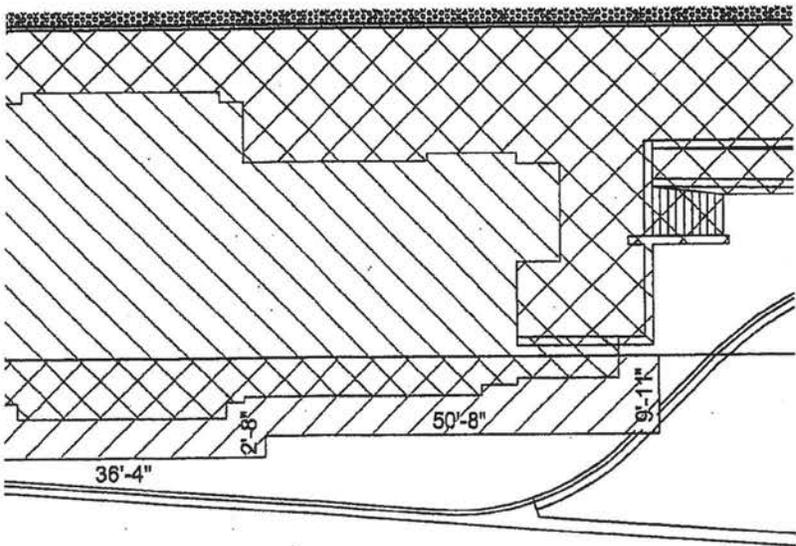
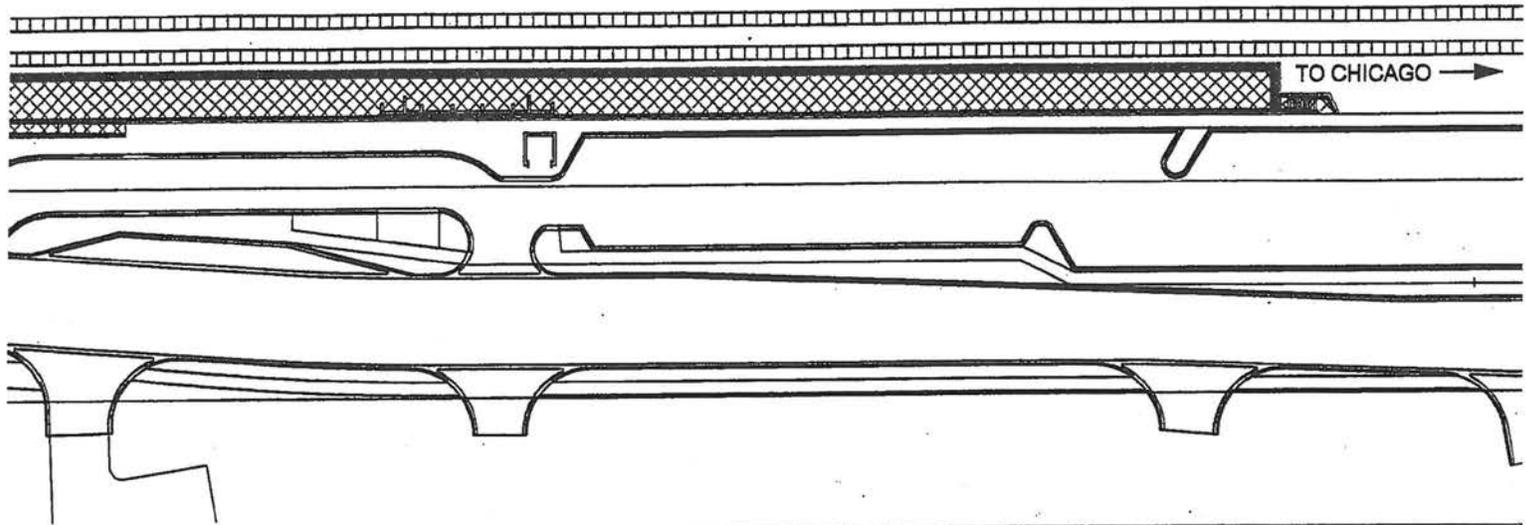
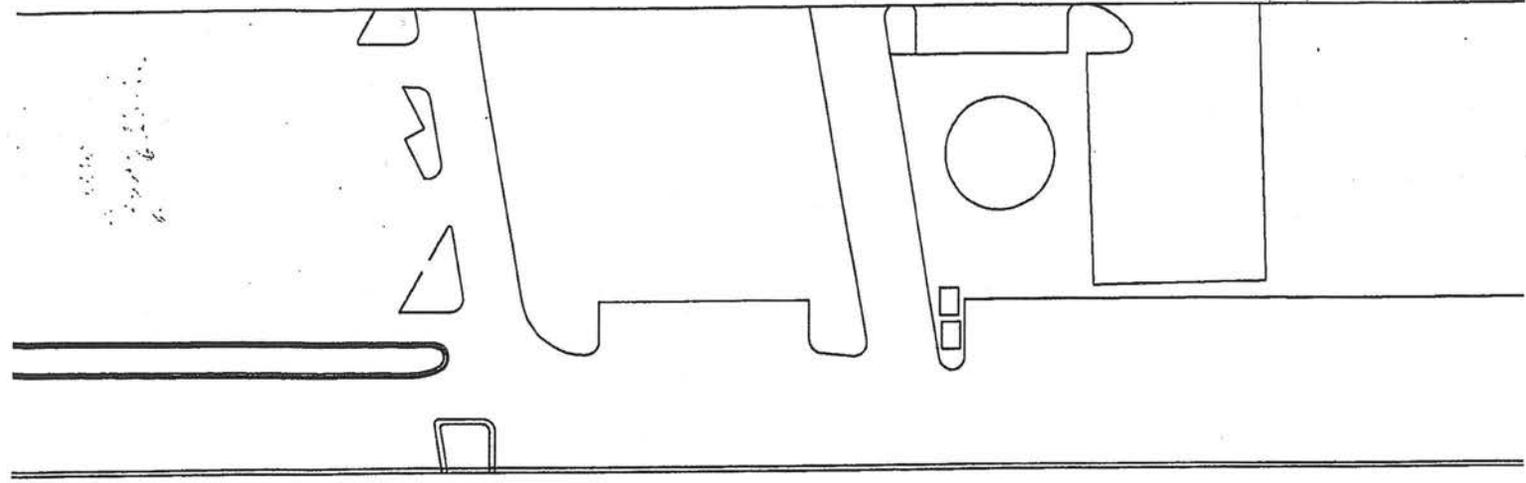
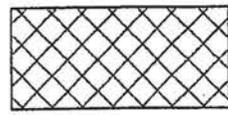
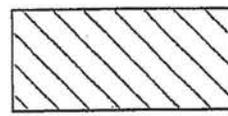
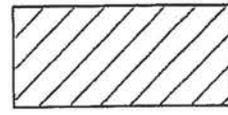


EXHIBIT "A"

DRAWINGS



LEGEND

-  MAINTAINED BY METRA
-  MAINTAINED BY BARTLET
-  METRA EASEMENT REQUIRED FROM BARTLETT

METRA NOTES – IMPORTANT !!!

CONTRACTOR SAFETY NOTES

Contractors to a railroad are governed by the provision of a Federal Regulation identified in the code of Federal Regulations Title 49 Part 214 (Roadway Worker Safety and Railroad workplace Safety Standards).

SAFETY INSTRUCTIONS

Safety of Roadway Workers (including contractors) is of paramount importance in the performance of work being performed for the railroad. No work will be performed when there is the potential of fouling a track (e.i. when an individual or equipment is within four (4) feet of a track or could be struck by a moving train or equipment) until the following items have been completed:

1. A qualified railroad flagman (employee in charge) is present to provide necessary protection or authority.
2. Work (defined as inspection, testing, construction maintenance, or repair to a railroad facility) will begin only after the railroad's employee in charge has conducted a mandatory job briefing consisting of the following:
 - Name of flagman (employee in charge)
 - Name of lookout (if applicable)
 - Type of track authority (explain)
 - Track limits
 - Time limits
 - Protection, if any, on adjacent tracks
 - Methods of notification for the approach of trains
 - Location to clear for trains
 - Procedures to arrange for on-track safety on other tracks, if necessary
 - Required personal protective equipment

Failure to comply with the provision established for clearing trains, will result in the contractors employee(s) being banned from railroad property and/or subject to personal fines as levied by the Federal Railroad Administration.

Follow-up job briefing will be conducted when:

- The working conditions or procedures change
- Other workers enter the working limits or;
- Track authority is changed, extended, or about to be released.

If any of the above situations occur, work will cease until the follow-up job briefing is conducted.

3. Contractors have the following responsibilities:

Work wear approved by Metro including:

- Highly visible orange vest
- Steel toed safety shoes
- A.N.S.I. approved hard hat (289.1 standards)
- A.N.S.I. meets or exceeds 287.1 eyewear standards
- Hearing protection (when required)
- Respirator protection (when required)
- Fall protection (when required) as specified in FRA Regulations 49 CFR, Part 214- Railroad Workplace safety Standards.

4. Heavy equipment shall be equipped with audible back up warning devices.
5. Contractors will keep the job site free from safety and health hazards.
6. Contractors will post MSDS sheets in the construction trailer.
7. Contractors will post these instruction in a conspicuous place in the construction trailer.

GENERAL NOTES

None of the contractor's men or equipment may be worked upon Metro's property without a qualified railroad flagman (employee in charge) present. Contractor may work only when authorized to do so by the flagman (employee in charge).

Metro has a very limited number of flagmen. If Metro can not furnish a flagman for a particular date, contractor will not be allowed to work on Metro's property.

Copy of this drawing must be kept on the job site during all phases of construction.

Contractor must contact DAVE LEAHY, District Director of Engineering, at (312) 322-4118 at least 72 hours prior to work start up to arrange for flagging protection etc.

Grantee must have railroad engineering department representative inspect work to determine if slow order protection is required and how long slow order will be in effect.

Metro Signal and Communications Departments must locate any buried cables and/or equipment before digging may begin on railroad property, and must provide protection for any such facilities during the actual construction.

Note: J.U.L.I.E. and D.I.G.G.E.R. do not locate Metro/Railroad Utilities/Facilities.

Extreme care must be exercised when working under or in proximity of Metro's signal and communication pole lines and wires. Poles must be specially braced if necessary.

The pipeline shall be bored and jacked into place. When jacking operation is stopped, proper, sufficient bulk heads must be placed to preclude any danger of cave-ins. If necessary, due to soil and water conditions encountered, jacking operation must be continuous to ensure safety of railroad tracks.

Any project requiring jacking pits, excavations and/or shoring must have the pit designs, shoring details and locations approved by Metro's Construction Department prior to the beginning of construction on railroad property.

All existing drainage and associated structures must be preserved or accommodated by the scope of this project's work.

No drainage condition shall be created or allowed to exist that is, or may be, adverse to Metro.

Space between carrier and casing pipes shall be blown full of dry sand and ends of casing pipe sealed.

Grantee is responsible for a one year extraordinary track maintenance period. This is to cover reimbursable railroad costs expended for future track surfacing and alignment that may become necessary as a result of settlement of track.

Underground installation(s) shall be prominently marked where they enter and leave the railroad right of way.

Minimum wall thickness shown are for pipes and conduits with protective coating and cathodic protection. Without this protection, wall thickness must be increased by 0.063 inches.



ENGINEERING DEPARTMENT
CHICAGO, ILLINOIS

EXHIBIT "A"

BARTLETT, ILL. (MP 30.1)

PASSENGER STATION FACILITIES
OPERATION AND MAINTENANCE

VILLAGE OF BARTLETT

CAD FILE: capitol engineering/sws/hyb/briabone0417-2hyb

SCALE: NONE

DATE: 4 / 15 / 05

DRWG. NO.

METRA NOTES - IMPORTANT !!!

GENERAL NOTES

None of the contractor's men or equipment may be worked upon Metro's property without a qualified railroad flagman authorized to do so by the flagman (employee in charge). Metro has a very limited number of flagmen. If Metro will not be allowed to work on Metro's property during all phases of construction.

Copy of this drawing must be kept on the job site at all times. **DATE LEAVE: 03/21/2005**

Contractor must contact Metro's Signal and Communications Department for any such facilities during the actual construction. **U.S. and D.C. G.E.R. do not locate Metro/Railroad Utility/Facilities.**

Extreme care must be exercised when working under or in proximity to overhead power lines, cables, wires, and wires. Poles must be properly braced if necessary. The platform shall be lashed and jacked into place. When heads must be placed to preclude any danger of cave-ins, if necessary, due to soil and water conditions encountered, railroad flagman must be continuous to ensure safety of railroad track.

Any project requiring jacking pits, excavations and/or other structures shall be approved by Metro's Signal and Communications Department prior to the beginning of construction on railroad property.

All existing, encroachment and encroached structures must be preserved or accommodated by the scope of this project's work.

No changes condition shall be accepted or allowed to exist that is, or may be, contrary to Metro.

Spaces between carrier and casing pipes shall be blown full of dry sand and ends of casing pipe sealed.

Grantee is responsible for a one year extraordinary track maintenance plan for future track widening and alignment that may become necessary as a result of settlement of track.

Underground facilities shall be prominently marked where they enter and leave the railroad right of way.

Minimum wall thickness shall not be less than 12 inches and shall be increased by 0.065 inches.

CONTRACTOR SAFETY NOTES

Contractors to a railroad are governed by the provisions of a Federal Regulation in Title 49 Part 214 (Railroad Worker Safety and Railroad Workplace Safety Standards).

SAFETY INSTRUCTIONS

Safety of Railroad Workers (including contractors) is of paramount importance. The responsibility of safety will be performed when there is the potential of being a track (i.e., when an individual or equipment is working on or near a track) until the following items have been completed:

1. A qualified railroad flagman (employee in charge) is present to provide necessary protection or authority.
2. Work (defined as inspection, testing, construction maintenance, or repair to a railroad facility) will begin only after the railroad's employee in charge has provided necessary job briefing consisting of the following:
 - Name of business (employee in charge)
 - Type of track authority (caption)
 - Track limits
 - Protection of adjacent tracks
 - Method of notification for the approach of trains to other for tracks
 - Procedures to arrange for on-track safety on other tracks, if necessary
 - Required personal protective equipment

Failure to comply with the provision established for clearing tracks, will result in the contractors being held liable for any and all damages and/or subject to personal fines as levied by the Federal Railroad Administration.

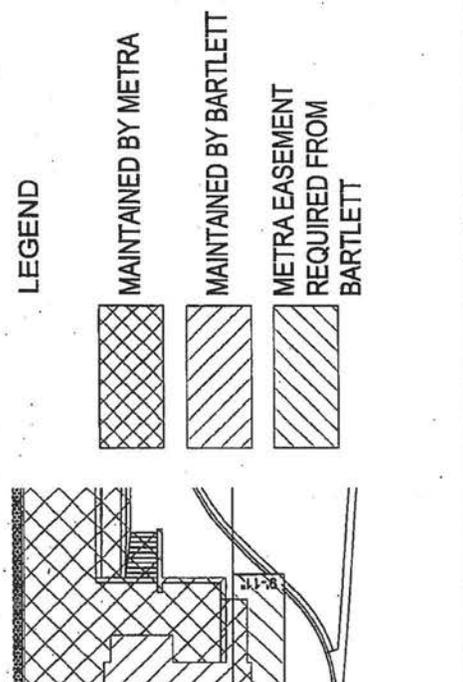
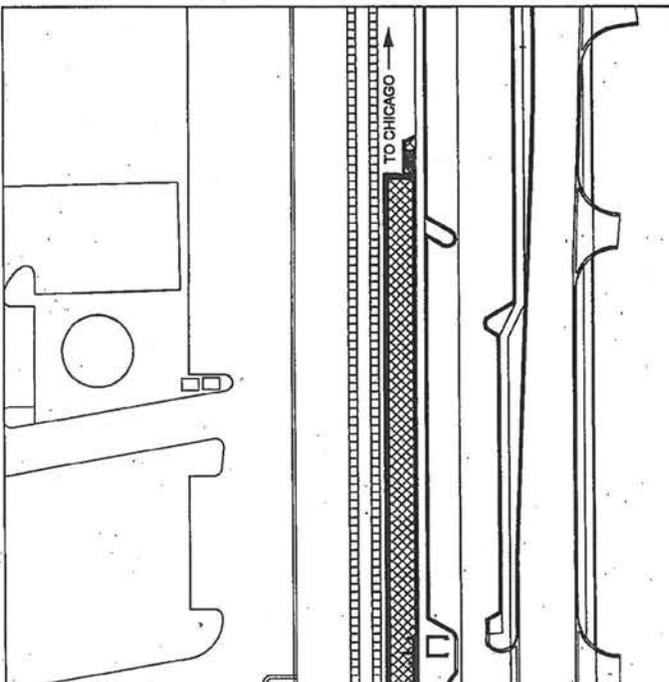
Follow-up job briefing will be conducted when:

- The working conditions or procedures change
- Other workers enter the working limit or
- Work is to be re-located, extended, or
- Work is to be re-located.

If any of the above situations occur, work will cease until the follow-up job briefing is conducted.

3. Contractors have the following responsibilities:

- Work near approved by Metro including:
 - Heavy, double orange vest
 - ANSI approved hard hat (298.1 standards)
 - ANSI, meets or exceeds 207.1 eye wear
 - Hearing protection (when required)
 - Respirator protection (when required)
 - Fall protection (when required)
 - Safety harness (when required)
 - Part 214 - Railroad Workplace Safety Standards.
- Heavy equipment shall be equipped with audible back up warning devices.
- Contractors will keep the job site free from safety and health hazards.
- Contractors will post MSDS sheets in the construction trailer.
- Contractors will post these instructions in a conspicuous place in the construction trailer.



METRA ENGINEERING DEPARTMENT
CHICAGO, ILLINOIS

EXHIBIT "A"
BARTLETT, ILL. (MP 30.1)
PASSENGER STATION FACILITIES
OPERATION AND MAINTENANCE

DATE: 4 /15 /05
SCALE: NONE
DRWG. NO.

CONTRACTOR SAFETY
Contractors to a railroad are g
provision of a Federal Regulation
The code of Federal Regulations
Safety and Health Administration
Safety Standards.

SAFETY INSTRUCTIONS
Society of Railway Workers (inc
work being done. Important for the
will be performed when there is
loading or unloading of cars, when on in
by a moving train or equipment
items have been completed:

1. A qualified railroad foreman
is present to provide necessary
authority.
2. Work (defined as inspection,
maintenance, or repair) to
will begin only after the re
in charge has received a
consent of the following:
 - Name of foreman (omit
if not applicable)
 - Type of track work
 - Time limits
 - Methods of notification
to other trains
 - Procedure to clear for
work on other tracks, if nee
• Required personal prot.

Failure to comply with the prov
for clearing tracks, will result in
and/or suspension of bonded
Federal Railroad Administration.

Follow-up job briefing will be c

- The working conditions
- Track authority is estab
about to be released.

If any of the above situations
occur until the follow-up job b

3. Contractors have the follow
work wear approved by Metro &

- Heavy safety shoes
- Steel toe safety shoes
- ANSI approved hard
hats
- ANSI eye protection (wh
resistor protection (wh
Fall protection, when r
Part 214 - Railroad We
Standards.

4. Heavy equipment shall be e
back up warning devices.

5. Contractors will keep the jo
safety and health records.

6. Contractors will post MSDS
construction trailer.

7. Contractors will post these
conspicuous place in the o

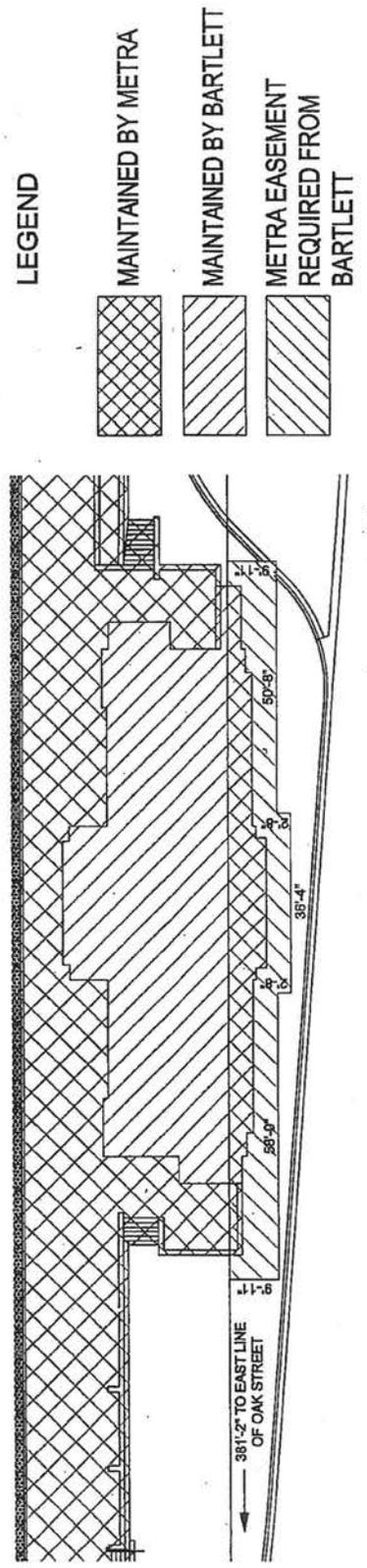
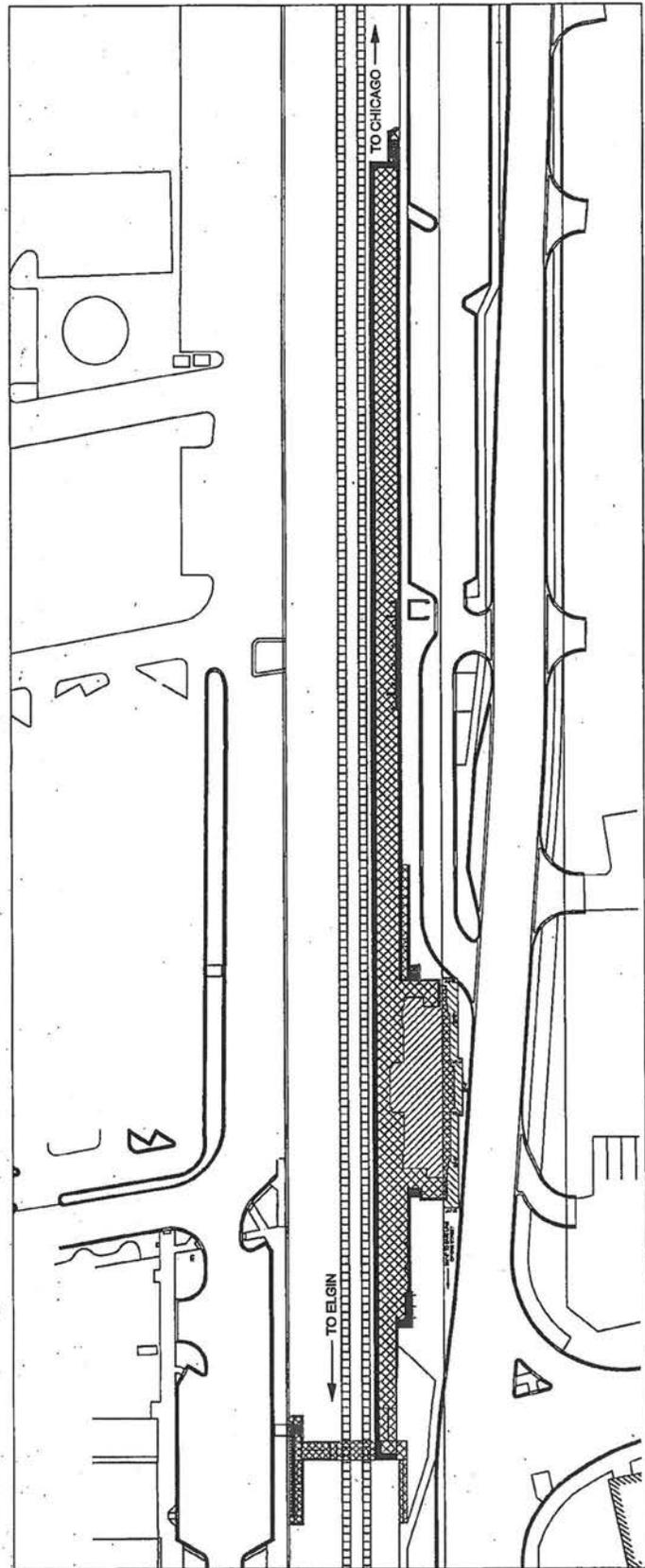


EXHIBIT "A"

DRAWING AND LEGAL DESCRIPTION

BartlettEmfToMetraForSta March 7, 2005



Doc#: 0535427020 Fee: \$112.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 12/20/2005 10:36 AM Pg: 1 of 0.

PLAT

0535427020

12-20-05

**DOCUMENTS
WITH THIS**

PLAT

SEE PLAT INDEX

Exhibit B

Village of Bartlett to Metra

County: Cook

Location: North portion of Railroad Avenue
East of Oak Avenue

GRANT OF EASEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into on this 5th day of April, 2005 by and between the Village of Bartlett, an Illinois municipal corporation ("**Grantor**") and the Commuter Rail Division of The Regional Transportation Authority, a division of an Illinois municipal corporation ("**Metra**"). Grantor and Metra are hereinafter sometimes individually referred to as a "**Party**" and jointly referred to as the "**Parties**".

RECITALS

A. Metra presently owns the property located east of Oak Street and southeasterly of and adjoining the Milwaukee District West Line railroad tracks in the Village of Bartlett, Cook County, Illinois, as delineated on **Exhibit "A"** attached to and made a part of this Agreement ("**Parcel 1**").

B. Municipality presently owns the property located east of Oak Street and southeasterly of and adjoining Parcel 1 in the Village of Bartlett, Cook County, Illinois, identified as part of Railroad Avenue, which is being reconstructed, as delineated and legally described on **Exhibit "A"** attached to and made a part of this Agreement ("**Parcel 2**").

C. The Parties desire Metra to construct a new station facility on Parcel 1 and Parcel 2 ("**Premises**") including but not limited to platforms, commuter station, related improvements, and landscaping ("**Station Facility**").

D. Grantor desires to grant to Metra a permanent, non-exclusive easement upon, under, across, and along Parcels 2 ("**Easement Premises**") for Metra and commuter railroad purposes ("**Easement**") together with reasonable access thereto and thereafter to use, repair, and renew the same during the continuance of this Easement.

NOW, THEREFORE, for and in consideration of foregoing Recitals, which are hereby incorporated into this Agreement, the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Grantor hereby grants to Metra the Easement upon the following express conditions, terms and covenants to be observed, kept and performed by the Parties:

1. **USE.** Metra may develop the Easement Premises for any and all Metra and commuter railroad purposes as such are reasonably determined by Metra in its sole discretion, including without limitation platforms, commuter station, related improvements, and landscaping. ("**Improvements**"). Metra's use of the Easement Premises shall be conducted in a safe and workmanlike manner and in accordance with all applicable laws, ordinances, rules, and regulations.

2. **NONINTERFERENCE.** Grantor shall perform no acts that would interfere with efficient rail operations or any other business operations or activities being conducted by Metra or Metra's tenants or permittees on the Easement Premises and so as not to prevent or unreasonably interfere with the use and enjoyment of the Easement Premises by Metra, its employees, agents or permittees for the purpose(s) to which the Easement Premises is now, or may hereafter be, committed by Metra. Nothing shall be done or caused to be done by Grantor that will in any manner impair the usefulness or safety of the Improvements.

3. **EXISTING EASEMENTS.** This Easement is expressly subject to the rights of preexisting easements, if any, in and to the Easement Premises.

4. **FUTURE EASEMENTS.** Grantor shall have the exclusive right to grant future easements over, under, across or parallel to the Easement Premises provided such easements do not unreasonably interfere with or impair the usefulness or safety of the Improvements.

5. **INDEMNIFICATION.** Metra shall indemnify, defend, and hold harmless Grantor from and against any and all claims, demands, actions, costs, and expenses, (including without limitation, reasonable attorneys fees and court costs) for bodily injury or death and damage to property arising out of the acts, omissions, or negligence of Metra, its contractors, officers, agents, shareholders, employees, or permittees while conducting the activities on the Easement Premises permitted by this Agreement, except to the extent caused by the actions, omissions, or negligence of Grantor or any person or persons acting on behalf of or with the authority or permission of Grantor. Grantor agrees to notify Metra in writing within a reasonable time (but in no event later than thirty (30) days) of any claim of which it becomes aware which may fall within this indemnity provision.

6. **COMPLIANCE (LEGAL AND INSURANCE).**

(a) Metra and its agents shall not permit the existence of any nuisance on the Premises; shall not create dangerous or hazardous conditions on the Premises, nor allow dangerous, explosive, flammable, or combustible materials on the Premises which would increase or tend to increase the risk of fire; and further, the Metra or its agent shall keep, observe and comply with all federal, state and local rules, regulations, ordinances, and laws having jurisdiction over the Premises. If, as a result of the Metra's occupancy of the Premises hereunder, any such rule, regulation, ordinance or law is violated, the Metra shall protect, hold harmless, defend and indemnify Municipality from and against any and all loss, penalties, fines, costs, damages or expenses, including court costs and attorneys' fees, caused by, resulting from, or connected with such violation or violations.

(b) Metra and its agents agree to use their reasonable best efforts to prevent the occurrence of contamination, hazardous materials or any related environmental damage or condition on the Premises during the term of this Agreement. Should any contamination or other environmental condition occur or result from Metra's use or occupancy of the Premises, Metra will be responsible for all costs associated with the mitigation and cleanup of such contamination or environmental condition and any related liability with respect thereto but only to the extent occurring or resulting from Metra's use or occupancy of the Premises. Metra specifically agrees to indemnify, defend and hold harmless Municipality from all such loss, damages, costs or liabilities, including court costs and attorneys' fees, arising from Metra's use or occupancy of the Premises.

(c) Metra will cause appropriate clauses to be inserted in all contracts for maintenance, construction, rehabilitation, improvement, or repair of the Improvements requiring contractors to procure and maintain comprehensive policies of insurance, insuring contractor, Metra, and Grantor from and against any and all risks, liabilities, claims, demands, losses, and judgments arising from, growing out of or in any way related to the work performed or to be performed by such contractor, whether or not any such liability, claim, demand, loss, or judgments is due to or arises from the acts of negligence of contractor, Metra, or Grantor or their respective officers, agents, employees, or subcontractors.

7. **NOTICES.** All notices, demands, and elections required or permitted to be given or made by either Party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail, return receipt requested, with proper postage prepaid, delivered personally, or hand delivered by a courier service or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending Party to the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections, and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail or on the day of delivery if delivered personally or hand delivered.

a. Notices to Metra shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate & Contract Management
Phone: (312) 322-8010
Fax: (312) 322-4288

b. Notice to Grantor:

Village of Bartlett
228 South Main Street
Bartlett, IL 60103
Attn: Village Administrator
Phone: (630) 837-0800
Fax: (630) 837-7176

With a copy to the Village Attorney:

Bryan E. Mraz
Bryan E. Mraz & Associates
111 East Irving Park Road
Roselle, Illinois 60172
Phone: (630) 529-2541
Fax: (630) 529-2019

6. **REVERSION.** In the event it is determined by Metra, at Metra's sole discretion, that the Easement Premises is not needed for commuter railroad purposes, Metra agrees that this Easement shall terminate and the Easement Premises shall revert back to the Grantor.

7. **MISCELLANEOUS.**

- a. The terms, benefits, and privileges of this Agreement shall be deemed and taken to be covenants and easements running with the land and shall be binding upon the Grantor, its successors, assigns, transferees, and any persons from time to time having any interest in the land.
- b. The captions of the Sections of this Agreement are for convenience and are not to be interpreted as part of this Agreement.
- c. If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties.

- d. No waiver of any obligation or default of Metra shall be implied from omission by Grantor to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated.
- e. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine, and neuter shall be freely interchangeable.
- f. In the event the time for performance hereunder falls on a Saturday, Sunday, or holiday, the actual time for performance shall be the next business day.
- g. This Agreement shall be governed by the internal laws of the State of Illinois.
- h. This Agreement constitutes the entire contract between the Parties with respect to the subject matter of this Agreement, and may not be modified except by an instrument in writing signed by all the Parties and dated a date subsequent to the date of this Agreement.

IN WITNESS WHEREOF, the Grantor and Metra have caused this Agreement to be executed the day and year first above written.

GRANTOR:

VILLAGE OF BARTLETT

By: _____

Its: Village President

ATTEST:

By: _____

Its: Village Clerk

METRA:

COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY:

By: _____

Its: _____

ATTEST:

By:

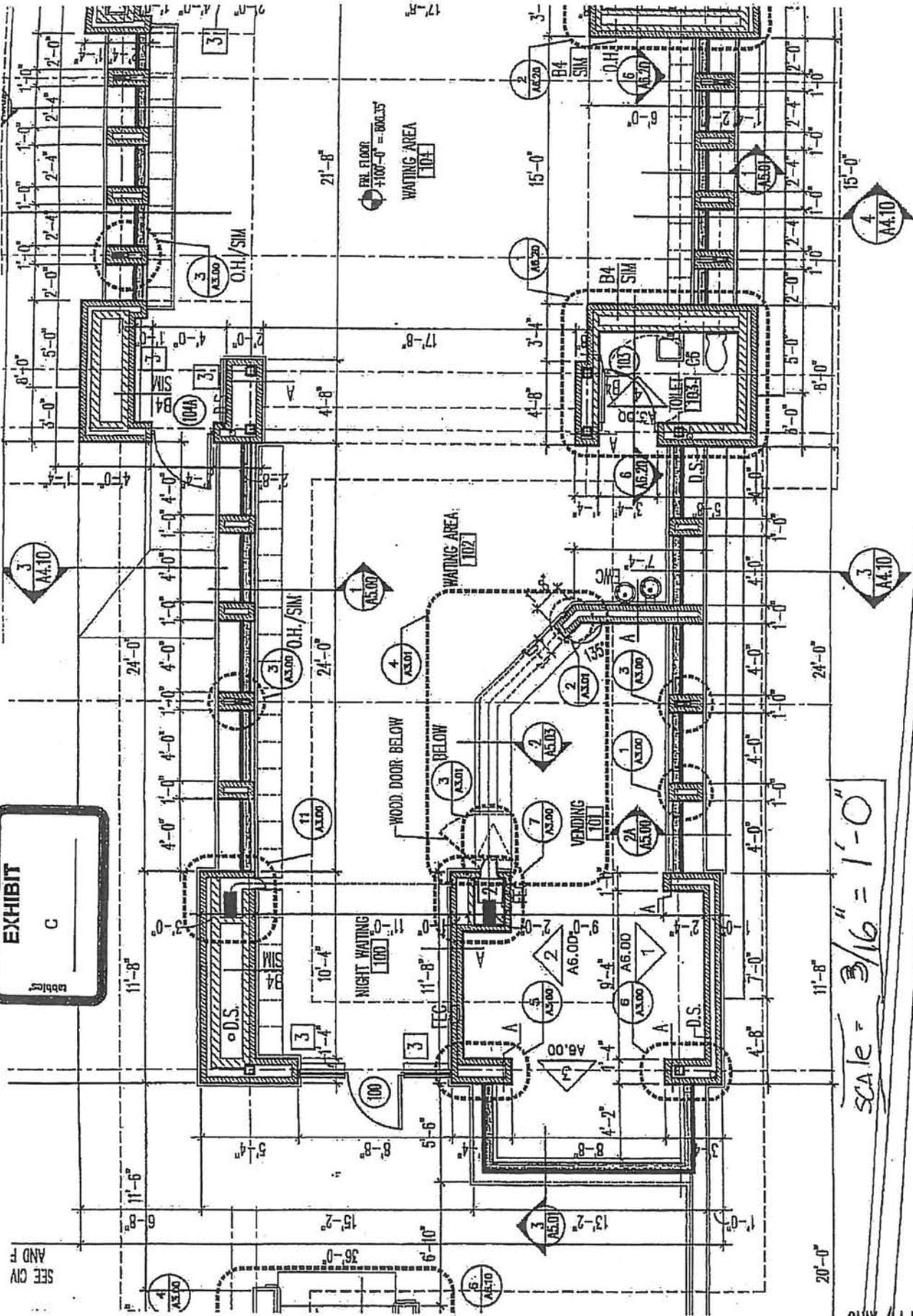
Its: _____

EXHIBIT C

DEPICTION OF LICENSED PREMISES

SEE CIV
AND F

EXHIBIT
C



SCALE = 3/16" = 1'-0"

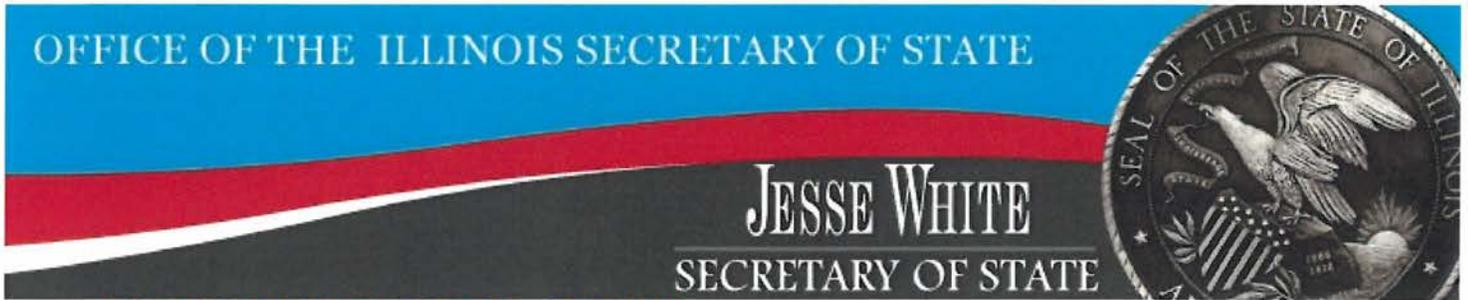
A5.00

A4.10

A4.10

EXHIBIT

C



CORPORATION FILE DETAIL REPORT

File Number	69507484		
Entity Name	GANGA-2 INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	03/30/2014	State	ILLINOIS
Agent Name	HASU PATEL	Agent Change Date	03/30/2014
Agent Street Address	1101 SOUTHBRIDGE LN	President Name & Address	HASU PATEL 1101 SOUTHBRIDGE LN SCHAUMBURG 60194
Agent City	SCHAUMBURG	Secretary Name & Address	NONE
Agent Zip	60194	Duration Date	PERPETUAL
Annual Report Filing Date	02/26/2018	For Year	2018
Assumed Name	ACTIVE - NICK'S COFFEE SHOP		

[Return to the Search Screen](#)

Select Certificate of Good Standing for Purchase

(One Certificate per Transaction)

OTHER SERVICES

File Annual Report

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office Address

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](http://www.cyberdriveillinois.com)



Agenda Item Executive Summary

Item Name Heritage Days Road Closure Request Committee or Board Board

BUDGET IMPACT			
<i>Amount:</i>	N/A	<i>Budgeted</i>	N/A
<i>List what fund</i>	N/A		
EXECUTIVE SUMMARY			
<p>Bartlett Heritage Days is requesting a permit to allow for the closing of two intersecting downtown streets. On Saturday, September 8th and Sunday, September 9th, the petitioner is requesting the closure of Bartlett Avenue from N. Western Avenue to N. Eastern Avenue and a small portion of Hickory Avenue, south of the Country Financial for the hours of 7:30 a.m. to 6:30 p.m. In addition, on Saturday, September 8th, they are requesting the closure of Oak Avenue from the railroad tracks to Oneida Avenue for the hours of 10:00 a.m. to 5:00 p.m. and on Sunday the 9th, they are requesting the closure of Oak Avenue from the railroad tracks to North Avenue during the hours of 10:00 a.m. to 5:00 p.m.</p>			
ATTACHMENTS (PLEASE LIST)			
Staff memo dated 7/11/18 Heritage Days Road Closure Map			
ACTION REQUESTED			

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the road closure request from Bartlett Heritage Days, for September 8 and 9, 2018.

Staff: Sam Hughes, Management Analyst

Date: 07/11/2018

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Sam Hughes, Management Analyst
Date: 7/11/2018
Re: Heritage Days Road Closure Request

Bartlett Heritage Days is requesting a permit to allow for the closing of two intersecting downtown streets. On Saturday, September 8th and Sunday, September 9th, the petitioner is requesting the closure of Bartlett Avenue from N. Western Avenue to N. Eastern Avenue and a small portion of Hickory Avenue, south of the Country Financial for the hours of 7:30 a.m. to 6:30 p.m. In addition, on Saturday, September 8th, they are requesting the closure of Oak Avenue from the railroad tracks to Oneida Avenue for the hours of 10:00 a.m. to 5:00 p.m. and on Sunday the 9th, they are requesting the closure of Oak Avenue from the railroad tracks to North Avenue during the hours of 10:00 a.m. to 5:00 p.m.

The organization would like to present entertainment as part of the Bartlett Heritage Days festivities in the roadway to create a street festival kind of atmosphere in the downtown. The Heritage Days organizers have worked with the Administration and Police Department staff to identify a section of roadway that achieves the organization's goal of a visible location that connects their activities and will create the least disruption to the traffic and pedestrian flow.

Attached, you will find a map of the road closure. The required certificate of insurance has not yet been submitted, but it can be approved on a conditional basis as long as they turn in the insurance and it is approved by the village attorney before the event.

Motion

I move to approve the road closure request from Bartlett Heritage Days, for September 8 and 9, 2018.



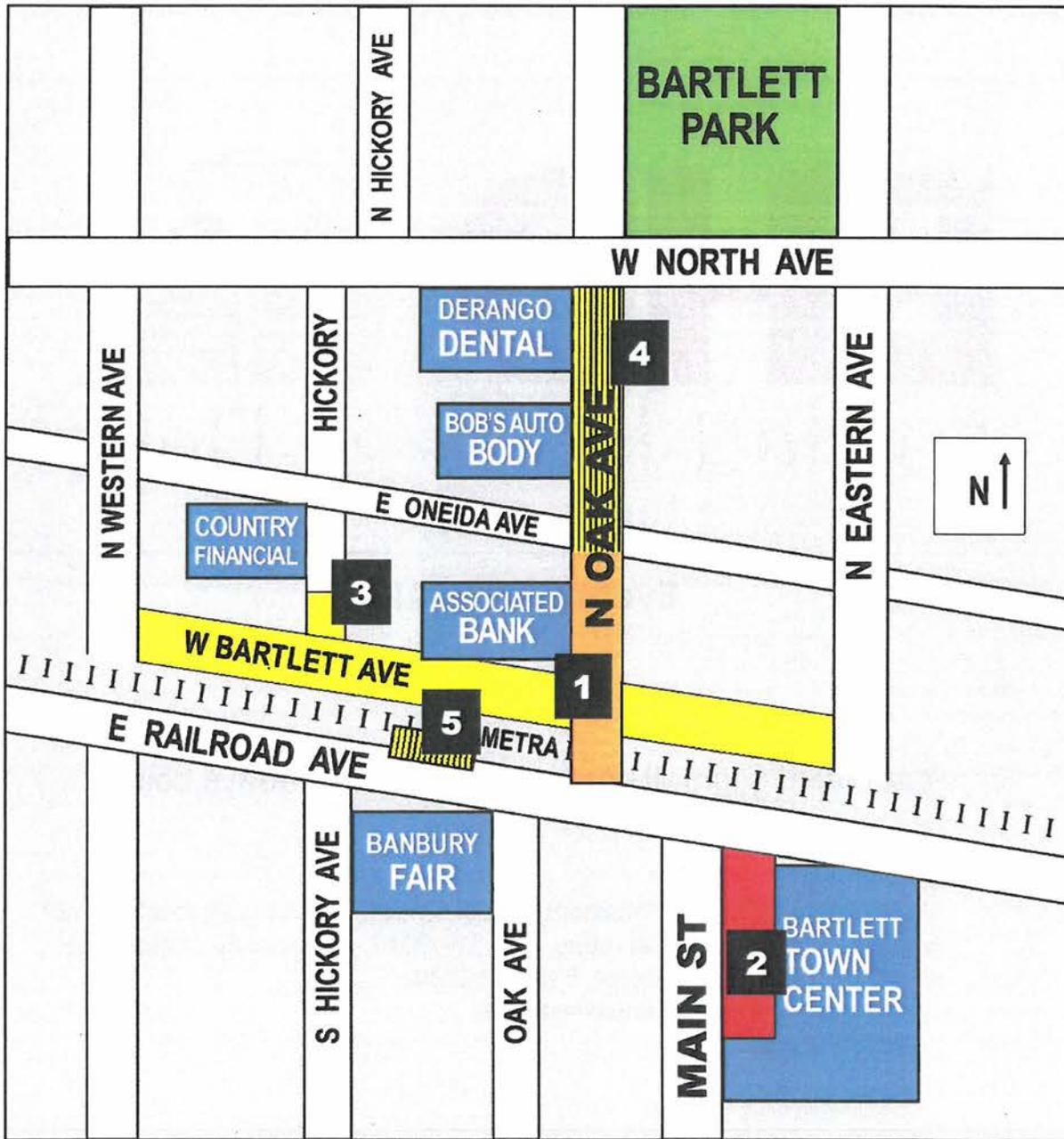
Event Plan 2018

bartlettHD@gmail.com bartlettheritagedays.com

BHD Contacts:

- Rosanne Derango, President, 630.975.0942, r.derango@sbcglobal.net
- Dale Ann Kasuba, Secretary, 630.319.8616, daleannk@sbcglobal.net
- Nicole Ohlson, Treasurer, 630.777.6364, nicole@jumphouserental4less.com

Closure Request Map 2018



- 
Closed Fri, Sept 7 at 9 am thru – Mon, Sept 9 at noon for Sound Stage
- 
Closed Sat, Sept 8 at 7:30 am – Sun, Sept 9 at 6:30 pm
- 
Closed Sat, Sept 8 at 10 am – 5 pm and Sun, Sept 9 at 10 am – 5 pm
- 
Closed Sun, Sept 9 at 10 am – 5 pm

- 1** **Bartlett Bazaar**
W Bartlett Rd (between Western and Eastern)
- 2** **Sound Stage Town Center – Fri night Open Mic**
(tentative), Sat & Sun daily performances
and 7DEEZ from 6:30-10:30 pm Sat night
- 3** **Mini Golf – Chamber Sponsored**
Hickory south of Associated drive-thru entrance
- 4** **Classic Car Show (Sunday ONLY)**
N Oak St (between RR Tracks & North Ave)
- 5** **Trolley Tours – Bartlett Historical Society**
(Sunday ONLY) Metra parking lot near Depot Museum

Event Hours:

Bartlett Bazaar	Set-up Saturday: 7:30 am Daily: 10 am to 5 pm Tear-down Sunday: By 6:30
Sound Stage:	Set-up Friday: 9 am Friday: 5 pm to 10:00 pm (tentative) Saturday: 10 am to 10:30 pm Sunday: 10 am to 5 pm Tear-down Monday: By noon

Other Events (Road closures not necessary)

- Kids Fest at Banbury Fair
- Activities at Derango Dental
- Jeweler’s Row on N Oak St (between Oneida & North Ave)
- Food Vendors (in Bartlett Bazaar)
- Mini Train Rides (in Bartlett Bazaar)
- Crafts and activities at Arts in Bartlett
- Beer & Wine Garden in front of O’Hare’s Pub
- Bartlett High School Boosters BINGO at Town Center (tentative)
- Pet Adoption Event at Bartlett Park (Saturday ONLY)
- Bartlett High School Marching Band Performance (Sunday ONLY)
- Mr. D’s Magic & Illusion Show (in Bartlett Bazaar Sunday ONLY)

Any additional activities will be planned in existing closed areas



Agenda Item Executive Summary

Item Name Bartlett High School Fireworks Request Committee or Board Village Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		
EXECUTIVE SUMMARY			
The Bartlett High School Boosters are requesting to hold a fireworks display on Friday, August 31 st 2018 at Bartlett High School for the first game in their new stadium.			
ATTACHMENTS (PLEASE LIST)			
Memorandum, Permit, Pyrotechnic License, Insurance			

ACTION REQUESTED

For Discussion Only _____
Resolution _____
Ordinance _____
Motion: _____

MOTION: I move to approve the Bartlett High School Booster's request to hold a fireworks display on Friday, August 31st, 2018 at Bartlett High School.

Staff: Joseph Dienberg Date: 8/9/2018
Administrative Intern

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Joey Dienberg, Administrative Intern
Date: 8/9/2018
Re: Bartlett High School Fireworks Request

The Bartlett High School Boosters are requesting to hold a three-minute fireworks display on Friday, August 31st at Bartlett High School to celebrate the first football game in the new stadium, with racks set up south of the 10 yard line on the practice field.

The appropriate certificate of insurance has been submitted by School District U-46 and approved by the Village Attorney. Also, a copy of the pyrotechnic operator's license, the Federal Explosives License/Permit, as well as a map outlining where the fireworks will be shot off have been submitted. The Boosters have also received permission from the Bartlett Fire Department, that permit is attached.

Motion

I move to approve the Bartlett High School Booster's request to hold a fireworks display on Friday, August 31st, 2018 at Bartlett High School.

OFFICIAL PERMIT COPY



Bartlett Fire Protection District
Fire Prevention Bureau
234 N. Oak Avenue
Bartlett, IL 60103
(630)837-3701 Fax (630)837-4052

Fire Prevention Permit #: 18-090

Date Issued: August 13, 2018

Expiration Date: August 31, 2018

Event Dates: Aug 31, 2018

Time: 7:00pm—9:30pm

Installation of: Fire Alarm System [] Sprinkler System [] Ansul System []
Above Ground Tank [] Other []

Activity: Fireworks Display [X] Bon Fire [] Other []

Activity: Bartlett High School Fall Fire Works Display for Opening Game

Location: Bartlett High School
Address: 701 W. Schick
Town: Bartlett, Illinois 60103

Applicant: Mark Loewe - Mad Bomber Fireworks Productions, Inc. IL License #IL06-O-00029
Address: 411 Windermere Way
Town: Lake in the Hills, IL 60156-5803

The applicant hereby certifies to the correctness of all submitted information and agrees to perform the above activity in strict compliance of the Bartlett Fire Protection District Fire Prevention Code, NFPA Standards and Local Ordinances.

It is necessary to call for all inspections, including final inspection. Call the Fire Prevention Bureau at (630)837-3701. Inspections must be arranged by the applicant with the Fire Prevention Bureau 48 hours prior to the day the inspection is desired. When scheduling inspections, refer to the lot number if available, the address and the business name.

Proof of a current operator's license issued by the Office of the Illinois State Fire Marshal has been provided along with Proof of Insurance, notification of Registered Assistants and a site plan. On site storage of fireworks shall be secured and supervised following ATF requirements and other applicable codes and standards.

Approved: 

Mike Heimbecker
Fire Marshal

Applicant Copy



STATE OF ILLINOIS
OFFICE OF THE STATE FIRE MARSHAL
DIVISION OF FIRE PREVENTION
1035 Stevenson Drive • Springfield, IL 62703-4259



Pyrotechnic Distributor License

PLANET PRODUCTIONS/MAD BOMBER FIREWORKS
3999 E HUPP ROAD BUILDING R-3-1
LA PORTE, IN 46350

IL06-OP-00029

05/15/2021

License #

EXPIRATION DATE

OP

Matt Perez
STATE FIRE MARSHAL

CLASSIFICATION

This license may be revoked by the Office of the State Fire Marshal for failure to comply with the law/l rules regulating this program.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/27/2018

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 777 108th Ave NE, #200 Bellevue WA 98004		CONTACT NAME: Kristen Look PHONE (A/C No. Ext.): 425-586-1016 FAX (A/C No.): 425-451-3718 E-MAIL ADDRESS:	
INSURED Mad Bomber Fireworks Productions 3990 E. Hupp Road, Building R-3-1 La Porte, IN 46350		INSURER(S) AFFORDING COVERAGE	
MIANINC-01		INSURER A: T.H.E. Insurance Company	NAIC # 12866
		INSURER B: Travelers Property Casualty Co of America	25674
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 367085668** **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	ADDITIONAL INSURED	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 <input checked="" type="checkbox"/> Per Snow Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		CPP010528802	2/4/2018	2/4/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CPP010528802	2/4/2018	2/4/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS		ELP001210402	2/4/2018	2/4/2019	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	BJUB8F36398418	2/4/2018	2/4/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEES \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
OPERATIONS: FIREWORKS DISPLAY						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is named as additional insured on the General Liability policy per form number CG133F (07/95)

ADDITIONAL INSURED: VILLAGE OF BARTLETT, ILLINOIS
 BARTLETT FIRE PROTECTION DISTRICT
 BARTLETT HIGH SCHOOL CCDS U46
 BARTLETT HIGH SCHOOL BOOSTERS

CERTIFICATE HOLDER BARTLETT HIGH SCHOOL CCDS U-46 71 SCHICK ROAD BARTLETT, IL 60103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

MEMORANDUM

Date: August 10, 2018
To: Paula Schumacher, Village Administrator
Cc: Todd Dowden, Finance Director
Scott Skrycki, Assistant Village Administrator
From: Kevin DeRoo, Grounds Superintendent
Subject: Golf Course Capital Equipment Purchases

Approved in the 2018-2019 golf course maintenance capital outlay budget is the purchase of one Sprayer and one Tri-Plex Utility Banks Mower. These two items will be funded through the vehicle replacement program.

The City of Tuscon, Arizona has publicly solicited and awarded an agreement for Parks and Golf Grounds Maintenance Equipment to the Toro Company. This cooperative purchasing agreement (Contract #2017025) is available to public agencies and non-profit entities nationwide via the National Intergovernmental Purchasing Alliance (National IPA). Currently, the State of Illinois does not offer any type of cooperative purchasing program for governmental agencies.

For comparative pricing, staff solicited quotes from area golf course equipment distributors and those dealers and quotes are as follows:

<u>Distributor</u>	<u>Sprayer</u>	<u>Utility Mower</u>
Reinders, Inc. (National IPA) Franklin Park, Illinois	\$ 30,894.99	\$ 32,016.53
Reinders Inc. (Non-National IPA) Franklin Park, Illinois	\$ 42,962.23	\$ 40,941.81
J.W. Turf, Inc. Elgin, Illinois	\$ 37,673.96	\$ 32,717.24
Spartan Distributors Sparta, Michigan	\$ 33,984.99	\$ 35,218.83

The lowest quoted price for the Sprayer came from Reinders, Inc. of Franklin Park, Illinois in the amount of \$30,894.99. Included in the quote was an allocation for taking our 2002-Toro Model 1250 Sprayer in on trade. The trade-in allocation amount given was \$1,000.00, bringing the total cost of the 2018-Toro Model 1750 Sprayer to \$29,894.99. A total of \$31,000 was budgeted for this item, bringing this purchase \$1,105.01 below budget.

Capital Equipment Purchase
Page 2

The lowest quoted price for the Utility Mower also came from Reinders, Inc. of Franklin Park, Illinois in the amount of \$32,016.53. Included in the quote was an allocation for taking our 2008-John Deere Model 2653 Utility Mower in on trade. The trade-in allocation amount given was \$500.00, bringing the total cost of the 2018-Toro Model GM3500-D to \$31,516.53. A total of \$32,000 was budgeted for this item, bringing this purchase \$483.47 below budget.

Considering all factors, I would recommend the Village of Bartlett waive the bidding process for the purchase of these two pieces of equipment and accept the quoted prices in conjunction with the National IPA from Reinders, Inc. of Franklin Park, Illinois in the total amount of \$61,411.52. A total of \$63,000 was budgeted for the purchase of these two items bringing the total cost \$1,588.48 below budget.

Please place this on the next available Village Board Agenda.

Respectfully Submitted,

Kevin DeRoo, Golf Course Superintendent

MOTION

I move the passage of Resolution 2018-_____ a Resolution to waive bids and approve the purchase of golf course maintenance equipment through the National Intergovernmental Purchasing Alliance (National IPA).

RESOLUTION 2018 - _____

**A RESOLUTION WAIVING BIDS AND APPROVING OF
THE PURCHASE OF GOLF COURSE MAINTENANCE EQUIPMENT
THROUGH THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE**

WHEREAS, the Village Board has approved in the 2018-2019 golf course capital Budget the purchase of a new sprayer in the amount of \$31,000 and a tri-plex utility banks mower in the amount of \$32,000 and

WHEREAS, the Village of Bartlett (the "Village") is a governmental unit within the meaning of Section 1 of the Governmental Joint Purchasing Act (30 ILCS 525/1); and

WHEREAS, Section 2 of the Governmental Joint Purchasing Act expressly authorizes governmental units to purchase personal property, supplies and services jointly with one or more other governmental units (30 ILSC 525/2); and

WHEREAS, Section 4.2 of the Governmental Joint Purchasing Act expressly authorizes any governmental unit to procure personal property, supplies and services under any contract let be the State of Illinois without violating any bidding requirement otherwise applicable to it (30 ILCS 525/4.2); and

WHEREAS, Section 2, of the Governmental Joint Purchasing Act expressly provides that the provisions of any other Acts under which a unit of government operates pertaining to purchasing procedures are superseded by the Governmental Joint Purchasing Act (30 ILCS 525/2); and

WHEREAS, the new sprayer and utility mower are not currently available for purchase through the Illinois Department of Central Management Services ("CMS"), and are therefore not available for joint purchasing through the State of Illinois; 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, the City of Tucson, Arizona, went through a competitive bidding process for Toro grounds maintenance equipment, attachments and accessories and entered into a certain Master Intergovernmental Cooperative Purchase Agreement (the "Master Agreement") with the National Intergovernmental Purchasing Alliance (the "NIPA") for national aggregate pricing resulting in significant discounts and immediate cost saving opportunities available only to public agencies and not-for-profit entities nationwide through the NIPA; and

WHEREAS, the City of Tucson solicited bids for, among other grounds maintenance equipment, the 2018 Toro Model 1750 sprayer (the "New Sprayer"); and the 2018 Toro Model GM3500-D utility mower (the "New Utility Mower"); and

WHEREAS, the sole source manufacturer of the New Sprayer and the New Utility Mower (collectively, the "New Equipment") is Toro, which has a territorial distributor and authorized dealer, Reinders, Inc. of Franklin Park, Illinois ("Reinders"), that will sell the New Equipment at the discounted prices solicited and awarded by the City of Tucson, Arizona, and which territorial distributor and authorized dealer is authorized to make warranty and other repairs to the New Equipment in the future; and

WHEREAS, because of the territorial distributor and dealership structure in place for Toro grounds and turf maintenance equipment, the purchase of the New Equipment does not lend itself to competitive bidding other than as executed by the City of Tucson, Arizona, where set discounts off the manufacturer's retail price are binding on Toro's dealers for eligible buyers; and

WHEREAS, in addition to the NIPA discount for the New Equipment, Reinders has offered a trade-in sum of \$1,000 for the Village's used 2002 Toro Model 1250 sprayer that the New Sprayer will replace, and \$500 for the Village's used 2008 John Deere Model 2653 utility mower, which the New Utility Mower will replace, and said old equipment has been heavily used, is beyond its useful life, and is surplus personal property of the Village; and

WHEREAS, the purchase price for the New Sprayer and the New Utility Mower with the trade-in credit are below budget; and

WHEREAS, staff nevertheless solicited additional quotes from other vendors and has determined that the purchase price for the New Sprayer would be more than \$6,775 higher if purchased from the local distributor/dealer without the NIPA discount, and more than \$3,090 higher if purchased from an out-of-state vendor, and the New Utility Mower would be approximately \$700 higher if purchased from the other local authorized Toro distributor/dealer, and more than \$3,200 higher if purchased from an out of state vendor; and

WHEREAS, Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) and Section 1-8A-5E of the Bartlett Municipal Code 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 the purchase of the New Equipment is not adaptable to public bidding as the manufacturer, Toro, has only two distributor/dealers authorized to sell and service the New Equipment in this geographic area, and after the Village staff solicited prices from each of the two regional Toro distributor/dealers, it determined that Reinders, Inc. was lower in price for both the New Sprayer and the New Utility Mower when utilizing the NIPA discount, and the New Equipment has been publicly and competitively bid by another governmental agency, namely the City of Tucson, Arizona, which if purchased utilizing the discount and the trade-in allowance/credit offered by Reinders, Inc. of Franklin Park, Illinois, will be under budget and will result in an overall cost savings of \$5,290, which is in the public interest;

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 the purchase of the New Equipment, having found that a bidding process was followed by Tucson, Arizona resulting in significant savings to the Village, and does hereby approve of the quote from Reinders, Inc. for the purchase of the New Sprayer at a total purchase price with trade-in of \$29,894.94, which is attached as Exhibit A and is expressly incorporated herein (the "Reinders New Sprayer Quote"), and approves the quote from Reinders, Inc. for the purchase of the New Utility Mower at a total purchase price with trade in of \$31,516.53, which is attached as Exhibit B and is expressly incorporated herein (the "Reinders New Utility Mower Quote").

SECTION TWO: The Village Administrator is hereby authorized to sign the Reinders New Sprayer Quote and the Reinders New Utility Mower Quote, and any

other documents necessary to complete the purchase of the New Equipment and the trade-in of the used equipment being replaced by the New Equipment.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: August 21, 2018

APPROVED: August 21, 2018

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2018 - _____ enacted on August 21, 2018, approved on August 21, 2018 as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

EXHIBIT A



Grant Rundblade, SCPS
 Territory Manager
 911 Tower Road
 Mundelein, IL 60060
 Cell (815) 988-6303
 Fax (847) 678-5511
grundblade@reinders.com

Acct #: 303335
 Bartlett Hills Golf Course
 800 W Oneida Avenue
 Bartlett, IL 60103

<u>Quote ID#</u>	Quotes Good until June 30,2018
<u>Quote Date</u>	<u>NIPA Account#</u> 1140913

Attn: Kevin DeRoo

Competitively Solicited and Award to Toro - Contract #2017025

Qty	Model #	Description	NIPA Total
-----	---------	-------------	------------

1	41188	<u>Demo Multi Pro 1750</u>	MSRP: \$42,962.23
1	41158	Chemical Pre-Mix Kit - MP1750 (KZ Valve)	NIPA Demo Discount: (\$12,067.24)
1	41232	Foam Marker Kit	Demo Unit Sale Price: \$30,894.99
1	125-8120	Finish Kit Foam Marker	
11	120-0704	White 0.80 gpm nozzle @ 40 PSI	
11	120-0705	Light Blue 1.00 gpm nozzle @ 40 PSI	

*Demo Unit has less than 20 hours with full warranty
 2 Year/1500 hrs

1	1250	<u>Trade</u> Toro 1250 Sprayer	(\$1,000.00)
---	------	-----------------------------------	--------------

Final Sale Price: **\$29,894.99**

Proposal Summary and Agreement

I am pleased to submit the attached proposal for your consideration

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the seller. All proposals and agreements are contingent on availability of product from the manufacturer. Typographical errors are subject to correction.

All prices quoted include delivery to your facility unless otherwise stated. Prices include assembly where applicable and accessibility to parts and service manuals. Timing at delivery may vary and is subject to manufacturer's availability. Purchaser is responsible for any applicable taxes.

The City of Mesa, AZ has publicly solicited and awarded an agreement for **Parks and Golf Grounds Maintenance Equipment to The Toro Company**. This cooperative purchasing agreement (Contract #2017025) is available to public agencies and non-profit entities nationwide via National Intergovernmental Purchasing Alliance (National IPA).

Award Highlights

- Cooperative purchasing contract
- Publicly solicited and awarded
- RFP included public agency "piggy-backing" language
- National aggregate pricing saves money

ORDER ACCEPTANCE AGREEMENT

By signing below, I am authorizing Reinders, Inc. to proceed with fulfilling the product order based on the quote I.D.# noted and that I have reviewed the quote in its entirety. Unless otherwise indicated I agree to accept delivery on the earliest date that this product can be shipped to our location(s). Any and all trades associated with this order will be ready for pick up at time of delivery of this order. **A 2.5% service fee will apply for all credit card transactions.**

Quote I.D. # _____ Accepted Equipment Delivery Date _____

Authorized Signature: _____

Print Name: _____

Date: _____

Grant Rundblade, SCPS
Territory Manager
Reinders, Inc.



**Grounds &
Sports Turf**

EXHIBIT B



Grant Rundblade, SCPS
Territory Manager
911 Tower Road
Mundelein, IL 60060
Cell (815) 988-6303
Fax (847) 678-5511

grundblade@reinders.com

Acct #: 303335
Bartlett Hills Golf Course
800 W Oneida Avenue
Bartlett, IL 60103

<u>Quote ID#</u> 5302018	Quotes Good for 30 Days
<u>Quote Date</u> 6/22/2018	<u>NIPA Account#</u> 1140913

Attn: Kevin DeRoo

Competitively Solicited and Award to Toro - Contract #2017025

Qty	Model #	Description	NIPA Total
		<u>GM 3500-D</u>	
1	30807		
1	30358	Bimini Canvas Sunshade	MSRP: \$40,941.81
3	30836	Leaf Mulching Kit (order 1 per deck)	NIPA Discount: -\$8,925.28
1	131-6691	SEAT COVER, LARGE	National IPA Sale Price: \$32,016.53
1	30090	400 HOUR MVP FILTER KIT-RM35XX/GM35XX	
1	108-1462	BLADE SERVICE PACK, 27 IN	
		<u>Trade</u>	
1	jd	2008 John Deere 2653	Trade Value: -\$500.00
			Total Sale Price: \$31,516.53

Proposal Summary and Agreement

I am pleased to submit the attached proposal for your consideration

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the seller. All proposals and agreements are contingent on availability of product from the manufacturer. Typographical errors are subject to correction.

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The City of Mesa, AZ has publicly solicited and awarded an agreement for **Parks and Golf Grounds Maintenance Equipment to The Toro Company**. This cooperative purchasing agreement (Contract #2017025) is available to public agencies and non-profit entities nationwide via National Intergovernmental Purchasing Alliance (National IPA).

Award Highlights

- Cooperative purchasing contract
- Publicly solicited and awarded
- RFP included public agency "piggy-backing" language
- National aggregate pricing saves money

ORDER ACCEPTANCE AGREEMENT

By signing below, I am authorizing Reinders, Inc. to proceed with fulfilling the product order based on the quote I.D.# noted and that I have reviewed the quote in its entirety. Unless otherwise indicated I agree to accept delivery on the earliest date that this product can be shipped to our location(s). Any and all trades associated with this order will be ready for pick up at time of delivery of this order. **A 2.5% service fee will apply for all credit card transactions.**

Quote I.D. # _____ Accepted Equipment Delivery Date _____

Authorized Signature: _____

Print Name: _____

Date: _____

Grant Rundblade, SCPS
Territory Manager
Reinders, Inc.



**Grounds &
Sports Turf**



Agenda Item Executive Summary

Item Name Brewster Creek TIF Developer Note #4, Payout #7 Committee or Board Board

BUDGET IMPACT

Amount: \$811,700 Budgeted \$811,700

List what fund Brewster Creek TIF Project Fund

EXECUTIVE SUMMARY

Brewster Creek Public Improvements - TIF Developer Note #4, Payout #7.

ATTACHMENTS (PLEASE LIST)

- Finance Memo
- Resolution
- Memorandum of Payment
- Schedule of Costs
- Village Engineer Letter

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2018-_____, a resolution approving of the Disbursement Request for Payout No. 7 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project.

Staff: Todd Dowden, Finance Director

Date: 08/10/18

Village of Bartlett
Finance Department Memo
2018 - 23

DATE: August 10, 2018

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: Brewster Creek TIF Developer Note #4 Payout Request #7

In September 2016, the Board authorized the Village to issue Developer Note #4, not to exceed \$11,500,000 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 is a resolution and several documents to approve the 7th developer note #4 payout request for the Brewster Creek TIF development. The total amount is \$811,700. The attachments are various documents required by the Village's redevelopment agreement. The attachments include:

1. Resolution Approving of Disbursement Request
2. Memorandum of Payment
3. Schedule of Costs
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 2018-_____ A Resolution Approving of Disbursement Request for Payout No. 7 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

RESOLUTION 2018-

A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 7 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2016 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 2016, in an amount not to exceed \$11,500,000 (the "Series 2016 Subordinate Note"); and

WHEREAS, ECS has delivered to the Village its seventh Memorandum of Payment requesting that it be reimbursed the sum of \$811,700 in Project Costs for Payout No. 7 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 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 seventh Memorandum of Payment request; and

WHEREAS, The Series 2016 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. 7 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2016 Subordinate Note in the sum of \$811,700 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 21, 2018

APPROVED August 21, 2018

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

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

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2018- , enacted on August 21, 2018 and approved on August 21, 2018, as the same appeared from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

DEVELOPER NOTE #4

MEMORANDUM OF PAYMENT NO. 7

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 \$ 811,700.00 bearing an interest rate at 7.0% per annum.

ELMHURST-CHICAGO STONE COMPANY

By: _____



Dated: _____

8/3/18

SCHEDULE 1

COST OF THE IMPROVEMENTS

V3	Dry Utility Coordination	\$	1,413.75
V3	Misc. Engineering & Survey Services	\$	2,605.00
V3	Spitzer Road Sanitary Sewer Design	\$	2,000.00
V3	Project Oak Mass Grading CM	\$	60,000.00
Martam	Project Oak Mass Grading	\$	616,986.00
Terracon	Project Oak Geo Tech Site Inspections	\$	48,712.51
V3	Minador Wetland Maintenance	\$	7,500.00
V3	Lot 9 Wetland Maintenance	\$	7,000.00
V3	Spitzer Road Com Ed Transformer Fee	\$	3,987.48
V3	Spitzer Road Cook County Highway Fee	\$	3,400.00
V3	Spitzer Road MWRD Sanitary Sewer Permit Fee	\$	8,000.00
V3	Spitzer Road Nicor Gas Main Relocation Fee	\$	50,016.20
	Total	\$	<u>811,620.94</u>

August 21, 2018

Mr. Todd Dowden, Director of Finance

RE: **DEVELOPER NOTE # 4 MEMORANDUM
OF PAYMENT # 7 – RELATIVE TO THE
REDEVELOPMENT AND FINANCING
AGREEMENT BETWEEN THE VILLAGE
OF BARTLETT AND ELMHURST CHICAGO
STONE COMPANY**

Dear Todd:

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 # 4 Memorandum of Payment # 7** from Elmhurst Chicago Stone Company requesting payment in the amount of **\$811,700.00** to reimburse itself for monies spent on the project for the period of **June 1, 2018** through **July 31, 2018**.
- 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 reviewed the certification for V3 Companies, Terracon and Martam, stating that the work has been completed and materials are in place as indicated on the **Developer Note # 4 Memorandum of Payment # 7**. We have also included invoices from firms noted above for professional services. Based on periodic field observations and review of supporting documents submitted, including the invoices for professional services, we concur with the opinion of V3 Companies, Terracon and Martam that the work has been completed and materials are in place as indicated in the **Developer Note # 4 Memorandum of Payment # 7**, covered by the dates June 1, 2018 through July 31, 2018.

Please contact our office if there are any questions.

Bartlett Village Engineer

A handwritten signature in black ink, appearing to read "Robert Allen". The signature is written in a cursive, flowing style.

Robert Allen, P.E.

cc: Dan Dinges, P.E., Director of Public Works
Bryan Mraz, Village Attorney



Agenda Item Executive Summary

Item Name Hanover Township Committee
 Class D Liquor License Application or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached for your consideration is an application from Hanover Township for a Class D Liquor License on September 27, 2018. The license will be used for an event located at 240 S. Route. 59.

ATTACHMENTS (PLEASE LIST)

Staff memo dated July 18, 2018
Liquor License Application
Proof of Insurance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the Class D Liquor License application submitted by Hanover Township for an event on September 27, 2018.

Staff: Sam Hughes, Management Analyst

Date: 07/18/2018

Memorandum

To: Scott Skrycki, Assistant to the Administrator
From: Sam Hughes, Management Analyst
Date: 7/18/2018
Re: Hanover Township Class D liquor license application

Hanover Township has submitted an application for a Class D liquor license for an event being held on Thursday, September 27, 2018. The Class D liquor license allows for the retail sale of alcohol for a special event.

The certificate of insurance has been received by the Village, and reviewed by the Village Attorney.

Motion

I move to approve the Class D Liquor License application submitted by Hanover Township for an event on September 27, 2018.

P 5 -
cash

VILLAGE OF BARTLETT
CLASS D LIQUOR LICENSE APPLICATION

DATE: 7/11/18
FEE: \$5.00 Per Application

The **Class D License** is created to allow a special event retailer, as defined in Section 3-3-1-5/1-3.17.1 of the Bartlett Liquor Control Ordinance, a license to sell and offer for sale at retail, in or on the premises specified in such license, alcoholic liquor for use or consumption on the licensed premises, but not for resale in any form, for a special event, as defined in Section 3-3-1-5/1-2.20 of the Bartlett Liquor Control Ordinance), for a time period that meets each of the following restrictions:

Hours of Operation:

1. Not to exceed twelve (12) hours within a period of twenty-four (24) consecutive hours
2. Within the time limits for Class A License set forth in Section 3-3-2 of the Bartlett Liquor Control Ordinance:

Sunday – Thursday	from 8:00am until 1:00am
Friday – Saturday	from 8:00am until 2:00am

A Class D license may be issued at any time by the Village President with the approval of the Board of Trustees, and shall be issued for a specific time period, not to exceed fifteen (15) days per license per location in any twelve (12) month period. (amended Ord 98-87)

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

Name of Organization: Hanover Township

Mailing Address of Organization: 240 S IL Route 59, Bartlett, IL 60103

Contact Name: Tracey Colagrossi Telephone Number: 630-483-5671

Date License is requested for: Thursday, September 27, 2018

Location of sponsored event: Hanover Township Senior Center, 240 S IL Route 59, Bartlett, IL 60103

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

AFFIDAVIT

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

The undersigned swears (or 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
[Signature] Secretary
Signature *Clark*

Subscribed and sworn by James C. Barr
Before me this 11 day of July, 2018

Margaret L. Cook-Deyne
Notary Public (Seal)



*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.



HANOTOW-01

STESH1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/27/2017

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

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

PRODUCER Arachas Group LLC 852 W. Bartlett Road Bartlett, IL 60103	CONTACT NAME: PHONE (A/C, No, Ext): (630) 289-4410 FAX (A/C, No): (630) 289-7726 E-MAIL ADDRESS: certificates@arachasgroup.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Illinois Counties Risk Management Trust INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Hanover Township 250 South IL Route 59 Bartlett, IL 60103	

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 <input type="checkbox"/> OTHER			ICRMT2017462	12/01/2017	12/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 MED PAY EACH OC \$ 50,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ICRMT2017462	12/01/2017	12/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ICRMT2017462	12/01/2017	12/01/2018	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			ICRMT2017462	12/01/2017	12/01/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 2,500,000 E.L. DISEASE - EA EMPLOYEE \$ 2,500,000 E.L. DISEASE - POLICY LIMIT \$ 2,500,000
A	Liquor Liability			ICRMT2017462	12/01/2017	12/01/2018	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Village of Bartlett, its Local Liquor Commissioner, President and Board of Trustees, all of its elected or appointed officials, employees, and any volunteer while acting on behalf of the village and the licensee as Additional Insured

CERTIFICATE HOLDER Village of Bartlett 228 S. Main Street Bartlett, IL 60103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Agenda Item Executive Summary

Item Name O'Hare's Pub and Restaurant
 Class J Liquor License Application

Committee
or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

O'Hare's Pub and Restaurant has submitted an application for a Class J Liquor License to sell alcohol in an outdoor tent in connection with the Heritage Days event on September 8th from 11:00 a.m. to 11:00 p.m. and September 9th from 11:00 a.m. to 9:00 p.m.

The Village Board created the Class J liquor license for special events and 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. At the February 6th board meeting, the Board approved an amendment to the Class J Liquor License to extend the time frame of the events from 6 hours to 12 hours per day on Friday's and Saturday's, and extended the license for up to six days per year with only two consecutive days being allowed for any single event.

ATTACHMENTS (PLEASE LIST)

Staff memo dated August 9, 2018
Class J Liquor License Application
Property owner Authorization Letter
Proof of Bartlett Liquor License
Proof of Insurance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the Class J Liquor License application submitted by O'Hare's Pub and Restaurant for a special event from 11:00 a.m. to 11:00 p.m. on September 8th and from 11:00 a.m. to 9:00 p.m. on September 9th.

Staff: Sam Hughes, Management Analyst

Date: 08/9/2018

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Sam Hughes, Management Analyst
Date: 8/9/2018
Re: O'Hare's Pub and Restaurant Class J Liquor License Application

O'Hare's Pub and Restaurant has submitted an application for a Class J Liquor License to sell alcohol in an outdoor tent in connection with the Heritage Days event on September 8th from 11:00 a.m. to 11:00 p.m. and September 9th from 11:00 a.m. to 9:00 p.m.

The Village Board created the Class J Liquor License for special events that enables 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 twelve hour time frame between the hours of 11:00 a.m. and 11:00 p.m. if held on a Friday or Saturday and a time frame of 11:00 a.m. to 9:00 p.m. if held Sunday through Thursday. At the February 6th board meeting, the Village Board amended the license to allow for up to six days per year with only two consecutive days being allowed for any single event.

The Class J license is issued by the Liquor Commissioner with the consent of the Village Board. Like our other special event liquor licenses, this license is issued per event and the number is not created by ordinance.

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

Motion

I move to approve the Class J Liquor License application submitted by O'Hare's Pub and Restaurant for a special event from 11:00 a.m. to 11:00 p.m. on September 8th and from 11:00 a.m. to 9:00 p.m. on September 9th.

VILLAGE OF BARTLETT
CLASS J LIQUOR LICENSE APPLICATION

DATE: 7-17-10
FEE: \$100.00 Per Two Day Event ✓
\$75.00 Per One Day Event

The Class J license (as defined in Section 3-3-2-12), which allows a licensee that holds a Class A, A extended, B, F, and/or G liquor license 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 adjacent to the premises for which the licensee has been issued a Class A, A extended, B, F, and/or G on premises liquor license, and on the specific date or dates designated for the "special event" as defined in Section 3-3-2-12 of the Bartlett Municipal Code, as amended, and as set forth in the license, subject to the restrictions set forth below:

Hours of Operation:

1. Not to exceed ten (10) hours within a period of twenty-four (24) hours for a special event that falls on a Sunday, Monday, Tuesday, Wednesday or Thursday within the following time limits:
 Sunday – Thursday from 11:00 a.m. until 9:00 p.m.
2. Not to exceed twelve (12) hours within a period of twenty-four (24) hours, for a special event that falls on a Friday or Saturday, or both, within the following time limits:
 Friday – Saturday from 11:00 a.m. until 11:00 p.m.

A Class J license may be issued at any time by the Local Liquor Control Commissioner with the approval of the Board of Trustees, and shall be issued for a specific time period, not to exceed the duration for each special event or the time limits stated above, and with a limit of 2 successive days constituting a single special event covered by the issuance of a single Class J Liquor License, and not to exceed six (6) total days in a twelve (12) month period.

Each special event requires a separate Class J license and a separate fee of \$100.00 per two day special event, or \$75.00 per one day special event.

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

Name of Business: O'Hare's Pub & Restaurant

Class of On Premises Liquor License held by Applicant: A

Mailing Address of Business: 207 S. Main Street, Bartlett

Contact Name: Peggy O'Hare Vance Telephone Number: 630-372-8878

Date of Event: Sept 8 and 9

Times of event (include a.m./p.m.): 11am to 11 pm Saturday
11am 9 pm Sunday

If the adjoining property on which the applicant is seeking to hold its special event is not owned by the applicant, attach a copy of a lease, license agreement or other written agreement signed by the owner, or the owner's agent, authorizing the use of its property for the special event and the date(s), times, and description of the area authorized to be used.

Name of Owner (or Owner's Authorized Agent) of the Adjoining Property: Bartlett Commercial, LLC

Adjoining Property Owner's Address: Bartlett Town Center

Contact Name for Adjoining Owner/Agent: Barry Millman Telephone Number: _____

Description of area adjoining owner's property to be utilized for the special event applied for:
(Alternatively, attach a site map of the area of the adjoining property to be used for the special event.)

Driveway of Bartlett Town Center / Space in front of O'Hare's Pub

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 date(s), time period(s), location on the adjacent premises, 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.

Arachas Group.

Brian Dolewski or Darlene Kaye

630-673-3084

630-855-2107

dkaye@arachasgroup.com

AFFIDAVIT

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

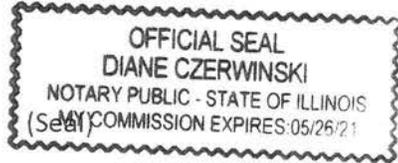
The undersigned swears (or affirms) that he or she is the licensee individually or is a duly authorized officer or agent of the corporation, or other legal entity, in whose name this application is made, and that the statements contained in this application are true and correct to the best of his or her knowledge and belief. In the event the applicant is issued the requested class J liquor license, the applicant/licensee therein shall 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 special event(s). The undersigned acknowledges that the violation of the terms of the class J liquor license could be the basis for a fine and/or the suspension or revocation of the licensee's underlying Class A, A extended, B, F, and/or G liquor license.

Peggy O'Hare Vance President*
Signature

Secretary
Signature

Subscribed and sworn by Peggy O'Hare
before me this 17th day of July, 2018

[Signature]
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. If the licensee is a limited liability company ("LLC") or other legal entity, attach a copy of the operating agreement for the LLC or governing document of any other type of entity.

Sam Hughes

From: Diane Czerwinski
Sent: Thursday, July 26, 2018 8:37 AM
To: Sam Hughes
Subject: FW: [FWD: Bartlett Heritage Days Festival]

From: peggy@oharespub.com [mailto:peggy@oharespub.com]
Sent: Monday, July 23, 2018 5:58 PM
To: Diane Czerwinski <DCzerwinski@vbartlett.org>; Sandy Skibinski <sskibinski@moneymailer.com>
Cc: Stuart Lucado <Slu3766270@comcast.net>
Subject: [FWD: Bartlett Heritage Days Festival]

Diane, and Scott -

Attached is what we received from Barry Millman, Property Manager for Bartlett Town Center with regard to the approval of liquor license and sales on Bartlett Heritage Days Weekend. It is approved but you have to read below to understand what we sent to him. Barry makes a statement to approve as written.

Peggy O'Hare Vance
O'Hare's Pub and Restaurant

-----Original Message-----

From: bmillman@horizonrealtyservices.com
To: slu3766270@comcast.net
Sent: 2018-07-23 5:36:45 PM
Subject: RE: Bartlett Heritage Days Festival

The tent is approved per the criteria outlined herein.

Barry J. Millman
Principal
1130 Lake Cook Road, Suite 280
Buffalo Grove, IL 60089
Phone: 847.870.8585 x 214
Direct: 224.434.2731
Cell: 847.638.1213
Fax: 847.870.1888
www.HorizonRealtyServices.com



From: Stuart R. Lucado <slu3766270@comcast.net>
Sent: Monday, July 23, 2018 5:06 PM
To: Barry Millman <bmillman@horizonrealtyservices.com>
Subject: Bartlett Heritage Days Festival

Dear Barry,

O'Hares Pub tent will be up on Saturday Sept. 8th, and Sunday Sept.9th, 2018.

Specifics are, the liquor is licensed under a "J " class license for beer and wine only.

Hours are Saturday Sept. 8th, 11am to 11pm. Sunday Sept. 9th 11am to 9p.

The Insurance is being facilitated by Arachas Insurance Group, Bartlett IL, and is being underwritten by Illinois Casualty Co, and will specifically hold free from harm Bartlett Town Center (et al) and the Village of Bartlett.

Just as with St. Patrick's day, we need your authorization to proceed with the village immediately so we can get the necessary documents. Upon receiving said authorization, we will forward you the documents within 48 hours or as soon as the village processes it. Thank you for your time and consideration.

Cordially,

Stuart R. Lucado
Business Manager
O'Hares Pub
Pub: 630.372.8878
Cell: 630.452.2141
Slu3766270@comcast.net

State of Illinois

VILLAGE OF BARTLETT
LIQUOR LICENSE

782-897-19.LIQ

LICENSE IS HEREBY GRANTED TO:

O'HARE & VANCE ENTERPRISES, INC dba O'HARE'S PUB & RESTAURANT
207 S. MAIN ST
BARTLETT, IL 60103

LIQUOR - CLASS A

COMMENCING
MAY 1, 2018

ENDING
APRIL 30, 2019

IN THE VILLAGE OF BARTLETT, SUBJECT TO THE ORDINANCES OF THE VILLAGE,
WHICH NOW OR HEREAFTER MAY BE IN FORCE.

WITNESS THE HAND OF THE CLERK OF THE VILLAGE OF BARTLETT AND THE CORPORATE SEAL
THEREOF, DATED MAY 1, 2018.

Kevin Wallace

VILLAGE PRESIDENT

Jana Gilles

ATTEST: VILLAGE CLERK



Agenda Item Executive Summary

Item Name AN ORDINANCE AMENDING VARIOUS CHAPTERS OF TITLE 1 AND TITLE 6 OF THE BARTLETT MUNICIPAL CODE Committee or Board Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		
EXECUTIVE SUMMARY			
Attached is An Ordinance Amending Various Chapters of Title 1 And Title 6 Of The Bartlett Municipal Code, as presented. This would allow the Village of Bartlett to better comply with the requirements of the Illinois Office of the Comptroller's IDROP Local Debt Recovery Program and Section 11-208.3 entitled, "Administrative Adjudication of Violations of Traffic Regulations Concerning the Standing, Parking, or Condition of Vehicles, Automated Traffic Law Violations, and Automated Speed Enforcement System Violations" of the Illinois Vehicle Code.			
ATTACHMENTS (PLEASE LIST)			
Police Department Memo Ordinance			

ACTION REQUESTED

- Ordinance
- Motion

MOTION: I move to approve Ordinance 2018-_____, An Ordinance Amending Various Chapters of Title 1 And Title 6 Of The Bartlett Municipal Code, as presented.



Staff: Patrick Ullrich, Chief of Police Date: August 10, 2018
Geoffrey Pretkelis, Deputy Chief of Police

POLICE DEPARTMENT MEMORANDUM
18-57

DATE: August 10, 2018

TO: Paula Schumacher, Village Administrator

FROM: Patrick B. Ullrich, Chief of Police 

RE: An Ordinance Amending Various Chapters of Title 1 and Title 6 of the Bartlett Municipal Code

At the Committee of the Whole Meeting on Tuesday, July 17, 2018, the Police Department proposed to amend Title 1, Chapter 15 entitled "Administrative Adjudication of Ordinance Violations", Title 6, Chapter 11-1300 entitled "Stopping, Standing, and Parking" and Title 1, Chapter 4 entitled "General Penalty" of the Bartlett Municipal Code. Additionally, the Police Department proposes to create a Title 6, Chapter 12 entitled "Vehicular Compliance Citations" and Title 6, Chapter 20 entitled "Administrative Adjudication of Parking and Vehicle Compliance Violations" of the Bartlett Municipal Code.

The proposed amended and newly created ordinances are needed to comply with the requirements of the Illinois Office of the Comptroller's IDROP Local Debt Recovery Program and Section 11-208.3 entitled, "Administrative Adjudication of Violations of Traffic Regulations Concerning the Standing, Parking, or Condition of Vehicles, Automated Traffic Law Violations, and Automated Speed Enforcement System Violations" of the Illinois Vehicle Code.

On November 21, 2017, the Village of Bartlett entered into an intergovernmental agreement with the Illinois Office of the Comptroller to utilize the IDROP Local Debt Recovery Program to collect delinquent debts, such as outstanding parking citations, vehicular compliance citations and building, health or code enforcement violation fines or fees owed to the Village by individuals who receive state income tax refunds, payroll checks, or other state payments from the State of Illinois. Shortly afterwards, Village staff set up a telephone conference call with the Illinois Office of the Comptroller to discuss the different requirements that needed to be reviewed before the Village could start utilizing the IDROP Local Debt Recovery Program.

The Police Department, Community Development, Village Attorney and the Village's Administrative Hearing Officer compared the Village's current ordinances with the requirements of the IDROP Local Debt Recovery Program and the state law concerning the "Administrative Adjudication of Violations of Traffic Regulations Concerning the Standing, Parking, or Condition of Vehicles, Automated Traffic Law Violations, and Automated Speed Enforcement System Violations." They identified the need to separate the current administrative adjudication process for parking and vehicle compliance violations from the nonvehicular ordinance violations, update the Village's current parking, vehicle compliance and local adjudication citations, and create additional notification forms required under Section 11-208.3 of the Illinois Vehicle Code.

Here are the highlights of the proposed amended and newly created ordinances:

Title 1, Chapter 4 “General Penalty” of the Bartlett Municipal Code

- Identifies the proposed procedures, schedule of violations and penalties that may be cited on the Village’s local adjudication citations.
- Provides individuals the option to settle and compromise certain minor local adjudication offenses by ceasing and/or abating the violation and paying a \$25.00 fine on or before ten days after the local adjudication citation is issued to avoid a required appearance at an administrative hearing.
- The Illinois Vehicle Code violations that were adopted by reference in Section C of 1-4-11: “Alternative Penalties, Compliance Warning Tickets” of Chapter 4 entitled “General Penalty” of the Bartlett Municipal Code would be amended to include only ordinance violations governing the condition or use of equipment on a vehicle or non-moving vehicular regulations. The Police Department proposes to relocate these particular violations to the procedures described in the proposed newly created Chapter 12 entitled “Vehicular Compliance Citations.”

Title 1, Chapter 15 “Administrative Adjudication of Nonvehicular Ordinance Violations” of the Bartlett Municipal Code

- Provides the fair and efficient enforcement of the Village’s nonvehicular ordinance violations through a system of administrative adjudication that creates a schedule of fines and penalties and the Village’s authority and procedures for collection of unpaid fines and penalties through the IDROP Local Debt Recovery Program.
- Adds subsection 8-6-1, “Discharge, Exhibition Prohibited” (of fireworks) to allow individuals the option to avoid an appearance at an administrative hearing by paying a mandatory fine of \$100.00 within ten days after service of the notice of violation.
- Allows the administrative hearing officer to vacate or set aside a default judgment within 21 days and provide a petitioner with a notice of a new administrative adjudication hearing if a petition is received and there is a determination of good cause for the petitioner’s failure to appear at the original administrative adjudication hearing.
- Eliminates the option to allow individuals cited for Section 5-3-2B “Fighting” to avoid an appearance at an administrative hearing by paying a mandatory fine of \$100.00 within ten days after service of a notice of violation.
- Eliminates the option to allow individuals to avoid an appearance at an administrative hearing by paying a mandatory fine of \$100.00 within ten days after service of a notice of violation for subsections 5-3-3B, “Windblown Refuse” and 5-3-3C, “Deposit of Grass and Rubbish Prohibited In Public Streets.” These particular subsections should be relocated to the procedures for settling minor local adjudication offenses with payment of a \$25.00 fine described in the proposed amended Chapter 4 entitled “General Penalty.”

Title 6, Chapter 11-1300 “Stopping, Standing and Parking” of the Bartlett Municipal Code

- Identifies the proposed authority and procedures for the issuance of parking citations, the penalties and settlement of penalty procedures for parking citations, and the second notice of parking violation issuance and mailing procedures pursuant to the proposed newly created Chapter 20 entitled “Administrative Adjudication of Parking and Vehicle Compliance Violations” of the Bartlett Municipal Code.

ORDINANCE 2018 - _____

**AN ORDINANCE AMENDING VARIOUS CHAPTERS OF TITLE 1
AND TITLE 6 OF THE BARTLETT MUNICIPAL CODE**

BE IT ORDAINED by the President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities"), an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois, and home rule unit of government, pursuant to its general statutory and home rule powers, as follows:

SECTION ONE: That Chapter 4 of Title 1 of the Bartlett Municipal Code entitled "GENERAL PENALTY" is hereby repealed in its entirety.

SECTION TWO: That Title 1 of the Bartlett Municipal Code is hereby amended to add the following new Chapter 4 thereto entitled "GENERAL PENALTY" as follows, to replace the provisions of the Bartlett Municipal Code repealed in Section One of this Ordinance:

**CHAPTER 4
GENERAL PENALTY**

1-4-1: GENERAL PENALTY:

1-4-2: APPLICATION OF PROVISIONS:

1-4-3: DEFINITIONS:

**1-4-4: ISSUANCE OF LOCAL LA ORDINANCE CITATIONS FOR
CERTAIN VIOLATIONS:**

1-4-5: SERVICE OF CITATION OR SERVICE OF PROCESS:

1-4-6: PROCEDURE FOR CERTAIN LA VIOLATIONS:

**1-4-7: PENALTIES AND SETTLEMENT PROCEDURES FOR CERTAIN
LA OFFENSES:**

1-4-8: ALTERNATIVE PENALTIES, COMPLIANCE WARNING TICKETS:

1-4-1: GENERAL PENALTY:

In all cases where the same offense is made punishable or is created by different clauses or sections of this code, the prosecuting officer may elect under which to proceed; but not more than one recovery shall be had against the same person for the same offense; provided that the revocation of a license or permit shall not be considered a recovery or penalty so as to bar any other penalty being enforced.

A. Whenever in this code a minimum but not maximum fine or penalty is imposed, the administrative hearing officer, or the court may, in its discretion, fine the offender any sum exceeding the minimum fine or penalty, but not exceeding five hundred dollars (\$500.00).

B. Whenever in this code the doing of any act or the omission to do any act constitutes a breach of any section or provision of this code and there shall be no fine or penalty declared for such breach or violation, any person who shall be convicted of any such breach shall be fined not less than twenty five dollars (\$25.00) nor more than five hundred dollars (\$500.00) for each offense.

1-4-2: APPLICATION OF PROVISIONS:

The penalty provided in this chapter shall be applicable to every section of this Code the same as though it were a part of each and every separate section. Any person convicted of a violation of any section of this Code where any duty is prescribed or obligation imposed, or where any action which is of a continuing nature is forbidden or is declared to be unlawful, shall be deemed guilty of a misdemeanor. A separate offense shall be deemed committed upon each day such duty or obligation remains unperformed or such act continues, unless otherwise specifically provided in this Code. (Ord. 2017-145, 11-7-2017)

1-4-3: DEFINITIONS:

ADMINISTRATIVE ADJUDICATION: Adjudication of alleged code or ordinance violations pursuant to chapter 15 of this title, or chapter 20 of title 6, of this code.

ADMINISTRATIVE HEARING OFFICER: The duly appointed administrative hearing officer of the Village, who shall have the powers and duties as prescribed in section 1-15-3:E.1 of this title and as prescribed in Section 6-20-4:B of title 6, chapter 20, of this code, and/or who shall preside over and shall conduct administrative hearings to adjudicate alleged Code or ordinance violations in accordance with chapter 15 of this title and/or chapter 20 of title 6 of this code.

CIRCUIT COURT: The Circuit Court of Cook County, or the Circuit Court for the Eighteen Judicial Circuit (DuPage County) or the Circuit Court for the Sixteenth Judicial Circuit (Kane County), Illinois, determined by the Village attorney or the Village prosecutor, or as may be appropriate.

OFFICER: Any police officer, the Building Director, Community Developer Director, the Zoning Administrator, the Health Officer, the Village Administrator, or the designee of any such officer, or other enforcement officer of the Village.

PERSON: Includes a natural person, firm, partnership, association, sole proprietorship, corporation, limited liability company, trust, or any other entity as well as any agents, representatives or employees thereof upon whom responsibility or liability is imposed by this code for the violation cited.

VIOLATOR: Any person who violates any provision of this code or other Village ordinances. (Ord. 2017-145, 11-7-2017)

1-4-4: PROCEDURES FOR ISSUANCE OF LOCAL ORDINANCE LA CITATIONS FOR CERTAIN OFFENSES:

Whenever a police officer, community service officer, parking enforcement officer, or other officer of the village witnesses a violation of the village's codes and ordinances including but not limited to, title 3, "Business And License Regulations"; title 4, "Health And Sanitation"; title 5, "Police Regulations"; chapter 607 "Motorbikes" of title 6, "Motor Vehicles And Traffic"; title 7, "Public Ways And Properties"; title 8, "Fire Protection And Prevention"; title 9, "Bartlett Building Code"; and title 10, the "Bartlett Zoning Ordinance", of this code and other ordinance(s) of the village (excluding violations of the "Stopping Vehicles in Specified Places" regulations of this code [title 6, chapter 11-1300] or violations of the equipment, condition and use of vehicle regulations [title 6 chapter 12] of this code), he or she may issue a Local Ordinance citation and notice to appear designated on the citation form as "LA" followed by a citation number, to such alleged violator which contains, but need not be limited to the information pursuant to section 1-15-4D of chapter 15 of this title entitled "Administrative Adjudication Of Nonvehicular Violations". Nothing contained herein shall be construed to preclude the Village from issuing a long form complaint or filing a complaint at law and/or in equity and filing the same in the circuit court.

1-4-5: SERVICE OF CITATION OR SERVICE OF PROCESS:

Citations shall be served in accordance with the procedures set forth in 1-15-4E of title 1, chapter 15, Administrative Adjudication Of Nonvehicular Violations.

1-4-6: CERTAIN LA VIOLATIONS ELIGIBLE FOR PAYMENT OF FINE WITHOUT MANDATORY APPEARANCE:

The following violations of Bartlett Municipal Code shall be subject to the procedures described in section 1-4-7 of this chapter:

Description of Code Violated	Adopted Code Citation	Bartlett Municipal Code Citation
Uninvited Soliciting Prohibited		3-18-5
Limitations on Soliciting		3-18-6
Garage sale permits required		3-21-1
Itinerant Food Establishment		3-25-8
Garbage cans out too early/not removed from curb		3-26-2B3
Mobile Food Vendors		3-30
Deposit on Right of Way		4-2-4A3
Dog License Required		5-2-2

Prohibited Acts w/ respect to animal control		5-2-5 (A,B,E,H or M)
Animal Forbidden in Public Places		5-2-7
Dog Feces		5-2-12 A and B
Wind Blown Refuse		5-3-3B
Deposit of Grass and Rubbish		5-3-3C
Motorbikes Required Equipment (muffler, headlight, taillight)		6-607-2A
Motorbike Required Equipment (brakes)		6-607-2B
Motorbike- Operating without drivers license		6-607-3A
Motorbike- Operating on sidewalk		6-607-3B
Motorbike- Operating without required equipment		6-607-3C
Motorbike Minors, Penalty Provisions		6-607-4.2
Disturbing Barricades		7-1-4B
Deposits on Streets		7-1-7A
Deposits on Sidewalks		7-1-7B
Obstruction of Public Way		7-1-8A
Obstruction of Drain in Public Way		7-1-8B
Skateboarding Prohibited Uses		7-1B-2
Skateboarding on Public Rights of Way		7-1B-3
Noncompliance With Water Conservation Regulations		7-5A-6
Open Burning Restricted		8-1-1A
Burning Refuse, Garbage, Leaves and Other Waste		8-1-2
Fires		8-1-3A
Temporary/Holiday Lighting	NEC 590.2B	9-1-2F

Accessible parking spaces, aisle, and route condition	Illinois Accessibility Code	9-1-2G
Stagnant Water	IPMC 302.2	9-1-2H
Rubbish	IPMC 308.1	9-1-2H
Building Permits required		9-2-1
Display of house number		9-5-12
Disposal of Garbage and Rubbish (garbage cans in front)		9-13-10
Dumpster Enclosure		9-13-10 10-3-5C
Home Occupation		10-3-5E
Commercial Motor Vehicles		10-4A-3A
Inoperable/Unlicensed Vehicles	IPMC 302.8	10-4A-3B
Recreational Vehicles		10-4A-3C
Semi-Trailers		10-4A-3D
Parking on grass		10-11-1-4B
Signs in Right of Way or Public Property		10-12-6C11

1-4-7: PENALTIES AND SETTLEMENT PROCEDURES FOR CERTAIN LA OFFENSES:

- A. Any person accused of a violation listed in section 1-4-6 of this chapter may settle and compromise the claim pursuant to subsection B of this section.
- B. Settlement Of Penalties; Authorization And Procedure: The following procedure regarding settlement and compromise certain LA citation violations as set forth in this section is hereby authorized:
 - 1. Citations issued for violation of those sections of this code specified in section 1-4-6 of this chapter may be settled and compromised by ceasing and/or abating said violation and the payment of a fine of twenty five dollars (\$25.00) if paid on or before ten (10) days after the issuance of the citation not counting the day of issuance. Payment of the fine is an admission of liability and will act as a final determination of liability disposition of the violation alleged in the citation. In the event the fine for any of the violations listed in section 1-4-6 is not paid within ten (10) days of the issuance

of the citation (LA ticket) will be processed through the administrative adjudication system as provided in chapter 15 of this title. Upon a finding of liable by the administrative hearing officer, whether by default judgment pursuant to subsection H(i) of section 1-15-5 of this title, or after administrative hearing pursuant to section 1-15-5:A-G, H(ii) of this title, the total amount of the fine and penalty shall be a minimum of twenty-five dollars (\$25.00) for each separate violation, not to exceed the maximum fine and penalty as expressly provided under the applicable chapter of this code, subject to the limits on the authority of the administrative hearing officer as set forth in section 1-15-3:A.8 of this code, or if no maximum fine or penalty is otherwise stated in the title and chapter of this code for the violation, then in accordance with the general penalty provisions set forth in section 1-4-1 of this chapter. Payments received by mail shall be credited as paid on the date received by the Village.

- C. Adjudication Fines and Penalties: Pursuant to sections 1-15-9 and 1-15-10 of title 1, chapter 15 of this code entitled "Administrative Adjudication of Nonvehicular Violations", any fine, penalty or part of any fine or any penalty assessed in accordance with the provisions of that chapter remaining unpaid after the exhaustion of or the failure to exhaust administrative remedies created under said chapter, and the conclusion of any judicial review procedures, shall be a debt due and owing the village and the village may take the necessary actions to collect said fines and/or penalties.

SECTION THREE: That Chapter 15 of Title 1 of the Bartlett Municipal Code entitled "ADMINISTRATIVE ADJUDICATION OF ORDINANCE VIOLATIONS" is hereby repealed in its entirety.

SECTION FOUR: That Title 1 of the Bartlett Municipal Code is hereby amended to add new Chapter 15 thereto entitled "ADMINISTRATIVE ADJUDICATION OF NONVEHICULAR ORDINANCE VIOLATIONS" as follows, to replace the provisions of the Bartlett Municipal Code repealed in Section Three of this Ordinance:

**CHAPTER 15
ADMINISTRATIVE ADJUDICATION OF NONVEHICULAR
ORDINANCE VIOLATIONS**

1-15-1: PURPOSE:

1-15-2: CREATION OF CODE HEARING UNIT; JURISDICTION:

1-15-3: CODE HEARING UNIT ADMINISTRATION:

1-15-4: COMPLAINTS AND NOTICES OF HEARINGS PROCEDURES:

1-15-5: ADMINISTRATIVE HEARING PROCEDURES:

1-15-6: FINE; COMPLIANCE BOND:

1-15-7: JUDICIAL REVIEW:

1-15-8: FINAL DETERMINATION OF LIABILITY

1-15-9: ENFORCEMENT OF ORDERS; JUDGMENT:

1-15-10: DEBT TO THE VILLAGE:

1-15-1: PURPOSE:

The stated purpose of this chapter is to provide for fair and efficient enforcement of the village's codes and ordinances as may be allowed by law and directed by ordinance, through an administrative adjudication of violations of, including but not limited to, title 3, "Business And License Regulations"; title 4, "Health And Sanitation"; title 5, "Police Regulations"; chapter 607 "Motorbikes" of title 6, "Motor Vehicles And Traffic"; title 7, "Public Ways And Properties"; title 8, "Fire Protection And Prevention"; title 9, "Bartlett Building Code"; and title 10, the Bartlett Zoning Ordinance, of this code and other ordinances of the village (excluding Adjudication of Parking and Vehicle Compliance Violations as provided in chapter 20 of this title 6 of this code) and by establishing a schedule of fines and penalties, and authority and procedures for collection of unpaid fines and penalties.

Pursuant to the authority conferred by section 1-2.1-1 et seq., of the Illinois municipal code¹ which authorizes home rule municipalities to provide by ordinance for a system of administrative adjudication of municipal code violations to the extent permitted by the Illinois constitution, the village hereby creates a system of administrative adjudication of charges of violations of this code, as amended from time to time by this reference. The village hereby adopts 65 Illinois Compiled Statutes 5/1-2.1-1 et seq., as amended from time to time. In the event of a conflict between the provisions of said statutes and the provisions of this chapter, the provisions of this chapter shall prevail. The adoption of this chapter does not preclude the village from using other lawful methods to enforce the provisions of this code, including, but not limited to, the institution of any action in the circuit court of Cook County, Illinois; the circuit court for the 18th judicial circuit, DuPage County, Illinois; or the circuit court for the 16th judicial circuit, Kane County, Illinois; or any other administrative proceeding.

1-15-2: CREATION OF CODE HEARING UNIT; JURISDICTION:

There is hereby created within the village of Bartlett an executive unit of the municipal government to be known as the code hearing unit, which is authorized to provide for and operate a "system of administrative adjudication", which shall be defined as the adjudication of any violation of any municipal ordinance of the village of Bartlett, including, but not limited to, those actions brought pursuant to title 3, "Business And License Regulations"; title 4, "Health And Sanitation"; chapter 607 "Motorbikes" of title 5, "Police Regulations"; title 6, "Motor Vehicles And Traffic"; title 7, "Public Ways And Properties"; title 8, "Fire Protection And Prevention"; title 9, "Bartlett Building Code"; and title 10, the Bartlett Zoning Ordinance, of this code and other ordinances of the village, provided that proceedings not within the statutory or home rule authority of the village, any offense under the Illinois vehicle code² or similar offense that is a traffic regulation governing the movement of vehicles, any reportable offense under section 6-204 of the Illinois vehicle code³, and any other offense for which a court appearance is required under Illinois supreme court rule 551, shall not be subject to administrative adjudication pursuant to the provisions of this chapter. Administrative Adjudication of

Parking and Vehicle Compliance Violations are not subject to this chapter, but are subject to the provisions of chapter 20 of title 6 of this code.

1-15-3: CODE HEARING UNIT ADMINISTRATION:

The code hearing unit shall be composed of an administrative hearing officer, an ordinance enforcement administrator, and may include any one or more of the following: a system coordinator/computer operator, hearing room personnel, and any other duly appointed person or persons deemed necessary for the efficient administration of the code hearing unit, with the following powers, duties and authority:

A. Powers Of The Administrative Hearing Officer: The administrative hearing officer shall have all of the powers granted to hearing officers under state law, set forth at chapter 65, act 5, section 1-2.1-4 of the Illinois municipal code (65 Illinois Compiled Statutes 5/1-2.11-4), as amended, the provisions of which are incorporated herein by this reference, including the power to:

1. Preside over the administrative hearings, established herein, as the adjudicator.
2. Administer oaths.
3. Hear testimony and/or accept evidence that is relevant to the existence of an ordinance violation;
4. Issue subpoenas to secure the attendance of witnesses and the production of relevant papers or documentation provided the applicable witness fees provided in section 4.3 of the Circuit Courts Act⁴, as amended, have been paid by the party requesting the subpoena;
5. Rule upon objections and the admissibility of evidence;
6. Preserve and authenticate the record of the hearing, including all exhibits and evidence introduced at the hearing;
7. Issue a determination, based on the evidence presented at the hearing, of whether a code or ordinance violation occurred or exists. The administrative hearing officer's determination shall be in writing and shall include written findings of fact, decision, and order including the fine, penalty, or other action with which the respondent must comply; and
8. Impose penalties consistent with applicable code provisions and assess costs upon finding a party liable for the charged violation. Notwithstanding those violations for which the Illinois municipal code³, as amended, limits the fine or penalty to seven hundred fifty dollars (\$750.00), the administrative hearing officer shall have the authority to impose fines and penalties up to fifty thousand dollars (\$50,000.00). When applicable, each day a code provision is found to have been violated by the defendant shall constitute a separate offense, and each separate offense subjects the respondent to the penalty provided by the governing penalty

provision. In addition to imposing penalties consistent with applicable code provisions and assessing costs upon finding a party liable for the charged violation, the administrative hearing officer may:

- a. Impose, in addition to fines, administrative and/or enforcement costs and when applicable, impose costs incurred by the village for effecting compliance with code provision(s) for which a defendant has been found liable.
- b. Order, notwithstanding fines imposed or costs assessed, the defendant to comply with code provision(s) found to have been violated, and, if appropriate, order the respondent to post a compliance bond as provided by section 1-15-6 of this chapter. The maximum monetary fine of this section shall be exclusive of costs of enforcement or costs imposed to secure compliance with this code and shall not be applicable to cases to enforce the collection of any tax imposed and collected by the village.
- c. Order, regardless of fines imposed or costs assessed, the defendant to perform a term of community service.

9. In no event shall an administrative hearing officer have the authority to:

- a. Impose a penalty of incarceration.
- b. Impose a fine in excess of fifty thousand dollars (\$50,000.00).

B. Powers Of The Ordinance Enforcement Administrator: The ordinance enforcement administrator shall be empowered and is authorized and directed to:

1. Operate and manage this system of administrative adjudication of nonvehicular ordinance or code violations.
2. Adopt, distribute and process nonvehicular ordinance and code violation citations and other notices as may be required under this chapter or as may be reasonably required to carry out the purpose of this chapter.
3. Collect money paid as fines and/or penalties assessed after a final determination of a code violation.
4. Promulgate rules and regulations reasonably required to operate and maintain this administrative adjudication system.
5. Collect unpaid fines and penalties and otherwise pursue all post judgment remedies available under law, including but not limited to the Illinois Debt Recovery Offset Portal (IDROP) program through the Illinois State Comptrollers' Office.
6. Compromise or otherwise settle violation notices prior to a hearing date. However, any such compromise should be made of record by the ordinance enforcement

administrator on the date the violation notice was scheduled to appear for hearing, with an explanation by the ordinance enforcement administrator as to the reasons for such compromise. The administrative hearing officer is also required to approve any such compromise or settlement at the hearing.

C. Powers Of The System Coordinator/Computer Operator: The system coordinator/computer operator shall be appointed by the village administrator and is hereby authorized and directed to operate and maintain computer programs for the administrative adjudication system created in this chapter, the system coordinator/computer operator shall be responsible for entering and tracking data and producing and when applicable, generating written documentation pertaining to:

1. Input of violation notice information.
2. Input of hearing and notice dates.
3. Input of fine and penalty assessments and payments.
4. Issuance of receipts for payment.
5. Issuance of succeeding notices of hearing dates or court dates and/or final determination of liability as directed by the ordinance enforcement administrator or by the administrative hearing officer in accordance with the provisions hereinafter set forth.
6. Maintenance of accurate records of appearances and nonappearances at administrative hearings, pleas entered, fines and penalties assessed and paid.

D. Powers Of The Hearing Room Personnel: The hearing room personnel shall be appointed by the village administrator and shall otherwise be employed as full time village police officers. The hearing room personnel are hereby authorized and directed to:

1. Maintain hearing room decorum.
2. Have and carry out such authority as is granted to courtroom deputies of the circuit court for Cook County, Illinois.
3. Perform such other duties or acts as may reasonably be required to maintain hearing room decorum as directed by the administrative hearing officer or the ordinance enforcement administrator.

E. Selection And Appointment Of Personnel: The persons who shall hold the positions of administrative hearing officer, ordinance enforcement administrator, system coordinator/computer operator, and hearing room personnel under this chapter shall be selected and appointed according to the following procedures:

1. Administrative Hearing Officer Appointment: The administrative hearing officer shall be appointed by the village president with the advice and consent of the

village board (the "corporate authorities") and shall serve pursuant to the terms set forth in an employment agreement for such services as determined by the corporate authorities of the village. The administrative hearing officer under this chapter may be one and the same administrative hearing officer appointed and conducting administrative hearings of parking and vehicular compliance violations under title 6, chapter 20, of this code. The administrative hearing officer shall be subject to removal by the corporate authorities.

2. Information Considered: In making selections, the corporate authorities shall consider all pertinent information, including at a minimum:
 - a. Candidate's ability to comply with the job descriptions as set forth herein; and
 - b. Background and performance data made available to the village administrator on file with the village, or otherwise obtained by the village; and
 - c. Whether the candidate meets the statutory criteria as an attorney licensed to practice law in the state of Illinois for at least three (3) years.
 3. Ordinance Enforcement Administrator, System Coordinator/Computer Operator And Hearing Room Personnel:
 - a. The village administrator shall assign the duties of ordinance enforcement administrator, system coordinator/computer operator and hearing room personnel to village employees.
- F. Compensation: Authorization for compensation for each of the above stated positions shall be made by the president and board of trustees through the annual budget process, and such compensation shall be determined by the village board.
- G. Training Of Personnel: Prior to an administrative hearing officer conducting these administrative adjudication proceedings, the administrative hearing officer must either:
1. Demonstrate a minimum of three (3) years experience as an administrative hearing officer for a program of administrative adjudication of violations of nonvehicular regulations; or
 2. Successfully complete a formal training program, which includes instruction on the rules of procedure of the administrative hearings which they will conduct; orientation to each subject area of the code violations that they will adjudicate; observation of administrative hearings; and participation in hypothetical cases, including ruling on evidence and issuing final orders pursuant to chapter 65, act. 5, section 1-2.1-4(c) of the Illinois municipal code (65 Illinois Compiled Statutes, 5/1-2.1-4(c)), as amended.

1-15-4: COMPLAINTS AND NOTICES OF HEARING PROCEDURES:

The system of administrative adjudication of nonvehicular regulations violations shall be conducted in accordance with the following procedures to assure defendants are afforded due process of law:

- A. Issuance Of Violation Notices And Citations: Violation notices may be issued by any authorized person and shall contain information and shall be served, certified and have evidentiary value as hereinafter stated. Certain violation notices may be issued in the form of a "LA" citation allowing the recipient to pay the stated fine prior to any hearing. If the recipient fails to pay the required fine within the allotted time under the "LA" ticket, the violation notice will be processed through the administrative adjudication system as otherwise provided for in this chapter.

Options For Persons Charged With Certain Offenses:

1. Persons charged with a violation of the following sections and/or subsections: subsection 5-3-2A, "Disorderly Conduct"; subsection 5-3-2C, "False Alarms"; subsection 5-3-2D, "Loitering On Public Property Or In Public Places"; subsection 5-3-2E, "Loitering On Business Property"; subsection 5-3-3D, "Trespassing Prohibited"; section 5-5-1, "Curfew"; section 5-5-3, "Truancy Prohibited"; subsection 7-1-8C "Offenses to Public Ways"; section 8-6-1, "Discharge, Exhibition Prohibited", of this code, shall have the option of avoiding an appearance at an administrative hearing by paying a mandatory fine of one hundred dollars (\$100.00) within ten (10) days after service of the notice of violation. Payment of the fine is an admission of liability and will act as a final determination of liability disposition of the violation.
 2. Persons charged with a violation listed in section 1-4-6 of title 1, chapter 4 of this code shall have the option of avoiding penalties and an appearance at an administrative hearing by timely paying the fine and following the procedures set forth in Section 1-4-7 of this code entitled "Settlement Procedures for Certain LA Offenses". Payment of the fine is an admission of liability and will act as a final determination of liability disposition of the violation.
- B. Authorization: All police officers and community service officers, and other specifically appointed individuals including, but not limited to, the village's code official, the building director and the community development director, and his or her respective designees, including, but not limited to, code enforcement officers, health inspectors and building inspectors, shall have the authority to issue violation notices. For the purposes of this section and for the purposes of any inspections relating to the enforcement of any village ordinances or codes, authorized designees of the village's code official or approved inspection agencies or approved individuals to conduct inspections, shall also include, but not be limited to, any person retained by the village pursuant to a contract to perform ordinance/code enforcement or inspection related services.

C. Detection Of Violations: Any individual authorized to issue a violation notice who detects a violation of any nonvehicular regulation shall issue a notice of violation thereof and shall serve the violation notice as herein provided.

D. Content: Violation notices shall contain, at a minimum, the following information:

1. The particular code section or regulation violated and a description of the violation;
2. The date, time and place of the violation;
3. The common address of the building or property alleged to be in violation (the "cited property"), if applicable;
4. The signature and identification number, if applicable, of the person issuing the violation notice.
5. The date, time and place of the administrative hearing at which the charge may be contested on its merits. This date shall be no less than fifteen (15) days after the date of service of the violation notice. A hearing may be set at a date less than fifteen (15) days after the date of service of the violation in an emergency situation where the violation constitutes a threat to public interest, safety or welfare. If service is provided by mail, the fifteen (15) day period shall begin to run on the day that the notice is deposited in the mail.
5. The legal authority and jurisdiction under which the hearing is to be held; and
6. A statement of the penalties for failure to appear at the hearing.
7. If the violation notice is issued is for an offense that can be paid in advance according to section 1-15-4A(1) of this chapter or section 1-4-6 of title 1, chapter 4, of this code as provided in section 1-15-4A(2) of this chapter, the notice shall include the amount of the fine and the date required for payment of the fine. The notice shall also apprise the recipient that the failure to pay the stated fine within the allotted time will operate to process the violation notice within the administrative adjudication system as otherwise provided for by this chapter and the recipient shall be required to appear at the hearing date indicated on the notice.

E. Service Of Violation Notices: Service of violation notices shall be made in a manner reasonably calculated to give the defendant actual notice by:

1. Personal Service or handing a copy of the violation notice to the person charged or a party's employees or agents if the respondent is a business entity; or
2. Provided a violation is not of an offense or provision of title 5, title 6, title 7 or title 8 of this code, delivering a copy of the violation notice to the person charged by first class mail, postage prepaid, or if the respondent is a business entity, at the

address identified for its registered agent or principal place of business. Such service shall be completed as of the date of deposit in the United States mail.

3. If a violation of title 9, the "Bartlett Building Code", or of title 10, the "Bartlett Zoning Ordinance", of this code is alleged where the person charged is an owner or manager of the property, by posting a copy on the cited property after service has not been made pursuant to those methods provided in subsection 1 and 2 of this section after at least one attempt.
- F. Certification: The correctness of facts contained in the violation notice shall be certified by the issuing person by:
1. Signing his or her name to the violation notice at the time of issuance; or
 2. In the case of a violation notice produced by a computer device, by signing a single certificate, to be retained by the ordinance enforcement administrator, attesting to the correctness of all violation citations or printed records produced by the device while under his/her control when the citation is produced by a computer device.
- G. Business Records: The original or a facsimile of the citation or in the case of a notice produced by a computerized device, a printed record generated by the device showing the facts entered on the notice shall be retained by the ordinance enforcement administrator and kept as a record in the ordinary course of business.
- H. Prima Facie Evidence: Any violation notices, citations issued, signed and served in accordance herewith, or a copy of the notice or the computer generated record, shall be prima facie correct and shall be prima facie evidence of the correctness of the facts alleged therein.
- I. Admissibility: The violation notices, citations, copies, or computer generated records shall be admissible in any subsequent administrative or legal proceeding.

1-15-5: ADMINISTRATIVE HEARING PROCEDURES:

An administrative hearing of nonvehicular ordinance violations under this chapter shall be held to adjudicate an alleged code or ordinance violation on its merits, or to contest the validity of a violation notice. Specifically, hearings shall be held to adjudicate alleged violations of all code sections, except those excluded by law from the village's administrative adjudication system, those that the village elects to proceed directly to circuit court to enforce the codes and/or ordinances of the village, or those parking and vehicle compliance violations for which administrative hearings are initiated by the Village under title 6, chapter 20, of this code. At administrative hearings initiated by the village under this chapter:

- A. Time And Date: Hearing dates shall be held on the date, time and place set forth in the violation notice or such additional notices issued and served in accordance with the provisions of this chapter.

- B. Recording: Hearings shall be recorded.
- C. Failure To Appear: Persons who do not appear on their scheduled administrative hearing date shall have a default judgment entered against them.
- D. Representation By Attorney: Persons appearing to contest an alleged code or ordinance violation on its merits may be represented by counsel of their own choice at their own expense, present witnesses, present testimony and documents and cross examine opposing witnesses. Parties may request the administrative hearing officer to issue subpoenas to direct the attendance and testimony of relevant witnesses and the production of relevant documents.
- E. Village's Presentation Of Case: The case for the village may be presented by a village employee, the village prosecutor, or by an attorney designated by the village attorney, but not by an employee or other representative of the code hearing unit, subject to the following exception: Documentary evidence prepared by another department of the village and submitted to the code hearing unit may be presented at the hearing by the administrative hearing officer.
- F. Defendant's Presentation Of Case: The case for the defendant may be presented by the defendant or by an attorney or agent of the defendant, except that corporate or limited liability company defendants must be represented by an attorney. An attorney or agent appearing at an administrative hearing on behalf of a defendant shall present the administrative hearing officer with a signed appearance form stating on oath or affirmation that he or she has been authorized by the defendant to represent the defendant at the hearing.
- G. Rules Of Evidence: The formal and technical rules of evidence shall not apply in an administrative hearing conducted in compliance with this chapter, and evidence, including hearsay, may be admitted, pursuant to state law set forth at section 1-2.1-6 of the Illinois municipal code⁵, as amended, only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs.
- H. Administrative Hearing Officer's Determination: (i) Failure to appear at an administrative adjudication hearing properly noticed shall result in a default judgment, and a determination of liability or nonliability, made by the administrative hearing officer, who shall consider facts and/or testimony; (ii) administrative adjudication hearings shall result in a determination of liability or nonliability made by the administrative hearing officer, who shall consider facts and/or testimony. The administrative hearing officer shall, upon a determination of liability, assess fines and penalties in accordance with this chapter or as otherwise provided in this code, and issue a notice of determination that shall contain, at a minimum, the following information and warnings:
1. The findings, decision and order of the administrative hearing officer.

2. A date by which the violation must be brought into compliance with this code, if applicable.
3. The amount of the fine imposed and any penalty assessed, and a statement that the unpaid fine and any penalty assessed is a debt due and owing the village.
4. A warning that the findings, decision and order of the administrative hearing officer may be enforced in the same manner as a judgment entered by a court of competent jurisdiction. In the case in which a defendant fails to comply with a judgment ordering the correction of a code violation or imposing any fine or other sanction as a result of the code violation, a statement that any expenses incurred by the village to enforce the judgment, including, but not limited to, attorney fees, court costs and costs related to property demolition or foreclosure, shall be a debt due and owing the village and may be collected in accordance with applicable law.
5. A notice of judgment entered by default shall be forwarded to any person who fails to appear and shall contain the same information as a determination of liability, but shall also state that the judgment may be set aside by the administrative hearing officer for good cause if, within twenty one (21) days of issuance of the default judgment, a completed petition to vacate default judgment form is received by the ordinance enforcement administrator. The administrative hearing officer shall act upon a petition to vacate timely filed and render a decision thereon within thirty (30) days of the date filed. In the event the administrative hearing officer makes a determination of good cause shown, the ordinance enforcement officer shall provide the petitioner with notice of a new hearing date, or if the administrative hearing officer denies the petition to vacate or set aside the default judgment, the ordinance enforcement officer shall promptly notify the petitioner thereof. The default judgment shall state that it shall constitute a final determination of liability if such petition is not received, if the petition is denied or if after setting of a new hearing date the person fails to appear.

1-15-6: FINE; COMPLIANCE BOND:

- A. All fines, penalties and other monies to be paid to the village in accordance with this chapter shall be remitted to the village and deposited in the appropriate village account as designated by the village administrator.
- B. To ensure that code and ordinance violations are remedied in a timely manner, the administrative hearing officer, upon issuing a determination of liability that includes an order of compliance, may order the defendant in the case to obtain a bond to ensure defendant's timely compliance with the code or ordinance provision(s) found to have been violated. Any bond ordered pursuant to this subsection shall name the village as beneficiary and shall be in the amount specified by the administrative hearing officer, provided that the amount of the bond shall be reasonably related to the cost of compliance. Any bond issued as a result of the administrative hearing officer's order is subject to review and modification by the village administrator as to form and amount. If the defendant fails to remedy in a timely manner the code or ordinance

violation(s) for which a bond has been ordered and issued and the village undertakes remediation or otherwise expends funds related to the code or ordinance violation(s) for which a bond has been ordered and issued, the administrative hearing officer, after giving the parties notice and opportunity to be heard, may issue an order permitting the village to draw against the bond in an appropriate amount. The administrative hearing officer shall order the bond amount, less the reasonable costs incurred by the village returned to the defendant upon proof of compliance with the code or ordinance violation provision(s) found to have been violated.

- C. In the event a defendant ordered to secure a bond as provided by subsection B of this section seeks judicial review of that portion of the administrative hearing officer's order requiring a bond and prevails on that issue, the village shall release the bond, and if the village has drawn against the bond, the village shall refund to the defendant the total amount drawn within thirty (30) days of receiving a copy of the reviewing court's mandate. (Ord. 2014-75, 9-16-2014, eff. 1-1-2015)

1-15-7: JUDICIAL REVIEW:

Judicial review of determinations of liability violations made under this chapter shall be subject to the provisions of the administrative review law as set forth in 735 Illinois Compiled Statutes 5/3-101 et seq., as amended and incorporated herein by reference.

1-15-8: FINAL DETERMINATION OF LIABILITY

A final determination of liability shall occur following the failure to pay the total assessed fine and penalty after the administrative hearing officer's determination of liability; the failure to file a timely motion to vacate as set forth in section 1-15-5 of this chapter or the denial of a petition to vacate and exhaustion of or the failure to exhaust any judicial review procedures set forth in sections 1-15-7 of this chapter. The notice of final determination of liability shall contain, but not be limited to, the following information and warnings:

- A. A statement that the unpaid fine or penalty, or both is a debt due and owing the village.
- B. A warning that failure to pay the fine or penalty due and owing the village within fourteen (14) days of the issuance of the final determination of liability may result in the village utilizing the Illinois Debt Recovery Offset Portal (IDROP) program through the Illinois State Comptrollers' Office as a lawful means of collecting the judgment or the filing of a petition in the Circuit Court to have the unpaid fine or penalty, or both, rendered a judgment as provided by this Section.

1-15-9: ENFORCEMENT OF ORDERS; JUDGMENT:

- A. Enforcement: Upon expiration of the period in which judicial review under the Illinois administrative review law may be sought for a final determination of an ordinance violation, unless stayed by a court of competent jurisdiction, the findings, decision and order of the administrative hearing officer may be enforced in the same manner as a judgment entered by a court of competent jurisdiction.

- B. Any person, having received notice and an opportunity for a hearing as provided in this chapter, who knowingly fails to comply with an order issued by the administrative hearing officer under this chapter, including the issuance of a subpoena, shall, if the order is not stayed by a court of competent jurisdiction prior to its effective date, be guilty of contempt. Contempt shall be enforceable only by the judicial system of the circuit court for Cook County, the circuit court of the 18th judicial circuit, DuPage County, Illinois, or the circuit court of the 16th judicial circuit, Kane County, Illinois, and shall be punishable by applicable law. Each day that the violation continues shall be considered a separate and distinct offense. In a prosecution under this section, it shall not be a defense that a person came into compliance with an order, sought judicial review of it, or made efforts to comply with an order, subsequent to its effective date.
- C. Court Costs, Attorney Fees and Costs of Collection: In any case in which a defendant has failed to comply with an administrative hearing officer's judgment ordering that defendant to correct an ordinance violation or imposing any fine, penalty or other sanction as a result of any code or ordinance violation, any expenses incurred by the village to enforce the judgment entered against that defendant, to the extent permitted by law, including, but not limited to, attorney fees, court costs and costs related to property demolition or foreclosure, after they are fixed by a court of competent jurisdiction or the administrative hearing officer, shall be a debt due and owing the village of Bartlett and may be collected in accordance with applicable law.
1. Prior to any expenses being fixed by the administrative hearing officer pursuant to this subsection, the village shall provide a notice to the defendant that states that the defendant shall appear at a hearing before the administrative hearing officer to determine whether the defendant has failed to comply with the judgment. The notice shall set the date for such hearing, which shall not be less than seven (7) days from the date that notice is served. If notice is served by mail, the seven (7) day period shall begin to run on the date that the notice was deposited in the mail.
 2. Upon being recorded in the manner required by article XII of the code of civil procedure⁷, or by the uniform commercial code⁸, a lien shall be imposed on the real estate or personal estate, or both, of the respondent in the amount of any debt due and owing the village under this chapter. The lien may be enforced in the same manner as a judgment lien pursuant to a judgment of a court of competent jurisdiction.

1-15-10: DEBT TO THE VILLAGE:

Any fine, penalty or part of any fine or any penalty assessed in accordance with the provisions of this chapter remaining unpaid after the exhaustion of or the failure to exhaust administrative remedies created under this chapter, and the conclusion of any judicial review procedures, shall be a debt due and owing the village and, as such, may be collected in accordance with the applicable law, including the utilization of the Illinois Debt Recovery Offset Portal (IDROP) program through the Illinois State Comptrollers' Office.

Any fees or costs incurred by the village with respect to attorneys or private collection agents retained by the village for the collection of debts pursuant to this chapter shall be charged to the offender. Nothing contained in this chapter shall prevent the village from pursuing all available remedies allowed by law to collect money judgments. (Ord. 2014-75, 9-16-2014, eff. 1-1-2015)

Footnote 1: 65 ILCS 5/1-2.1-1 et seq.

Footnote 2: 625 ILCS 5/1-100 et seq.

Footnote 3: 625 ILCS 5/6-204.

Footnote 4: 625 ILCS 5/1-100 et seq.

Footnote 5: 65 ILCS 5/1-2.1-6.

Footnote 6: 735 ILCS 5/3-101 et seq.

Footnote 7: 735 ILCS 5/12-101 et seq.

Footnote 8: 810 ILCS 5/1-101 et seq.

SECTION FIVE: That Chapter 11-1300 of Title 6 of the Bartlett Municipal Code entitled "STOPPING, STANDING AND PARKING" is hereby repealed in its entirety.

SECTION SIX: That Title 6 of the Bartlett Municipal Code is hereby amended to add new Chapter 11-1300 thereto entitled "STOPPING, STANDING AND PARKING" as follows, to replace the provisions of the Bartlett Municipal Code repealed in Section Five of this Ordinance:

**CHAPTER 11-1300
STOPPING, STANDING AND PARKING**

- 6-11-1300 STATE LAW ADOPTED:**
- 6-11-1301: CROSS REFERENCE BETWEEN IVC AND BARTLETT MUNICIPAL CODE:**
- 6-11-1302: RESERVED:**
- 6-11-1303.1: SCHEDULE V, NO PARKING ZONES:**
- 6-11-1303.2: SCHEDULE VI, TIME LIMIT PARKING:**
- 6-11-1303.3: SCHEDULE VII, PARALLEL, DIAGONAL AND PERPENDICULAR PARKING:**
- 6-11-1303.4: SCHEDULE VIII, METERED PARKING AND DAILY PAY COMMUTER PARKING AREAS:**
- 6-11-1303.5: SCHEDULE IX, PERMIT PARKING:**
- 6-11-1303.6: NO STOPPING ZONES:**
- 6-11-1303.7: NO STANDING ZONES:**
- 6-11-1304.1: ADDITIONAL PARKING REGULATIONS; PARKING RESTRICTED AND LIMITED:**
- 6-11-1304.2: ALL NIGHT PARKING:**
- 6-11-1304.3: PARKING IN ALLEYS:**
- 6-11-1304.4: PARKING IN LOADING ZONES:**
- 6-11-1304.5: PARKING DURING SNOW REMOVAL AND STREET CLEANING OPERATIONS:**

- 6-11-1304.6: PARALLEL, DIAGONAL AND PERPENDICULAR PARKING REGULATIONS:
- 6-11-1304.7: METERED PARKING:
- 6-11-1304.8: PERMIT PARKING:
- 6-11-1304.8.1: RESIDENTIAL PERMIT PARKING AREA:
- 6-11-1304.9: CAB, BUS STANDS:
- 6-11-1304.10: SIGNS POSTED:
- 6-11-1304.11: PARKING OF VEHICLE WITH EXPIRED REGISTRATION:
- 6-11-1304.12: LESSOR OF VISITOR VEHICLES - DUTY UPON RECEIVING NOTICE OF VIOLATION:
- 6-11-1304.13: PARKING LIABILITY OF LESSOR:
- 6-11-1304.14: CENTRALIZED PARKING METER SYSTEMS:
- 6-11-1304.15: UNAUTHORIZED USE OF PARKING PLACES RESERVED FOR ELECTRIC VEHICLES:
- 6-11-1305.1: AUTHORITY AND PROCEDURE FOR ISSUANCE OF CITATIONS:
- 6-11-1305.2: PENALTIES AND SETTLEMENT OF PENALTY PROCEDURES:
- 6-11-1305.3: REGISTRATION PRIMA FACIE EVIDENCE:
- 6-11-1305.4: SECOND NOTICE OF PARKING VIOLATION:

6-11-1300: STATE LAW ADOPTED:

Sections 11-1301 through 11-1308 of the Illinois Vehicle Code¹ are hereby expressly incorporated herein by reference and made a part hereof. (Ord. 2017-144, 11-7-2017)

6-11-1301: CROSS REFERENCE BETWEEN IVC AND BARTLETT MUNICIPAL CODE:

Pertinent to this part 11-1300 of title 6 of the Bartlett Municipal Code is chapter 11, Rules of the Road, article XIII of the Illinois Vehicle Code entitled "Stopping, Standing and Parking", 625 Illinois Compiled Statutes, sections 5/11-1301 through 5/11-1308.

The following table includes Illinois Vehicle Code ("IVC") section numbers and in some cases corresponding section numbers and cites in the Bartlett Municipal Code for the authority to adopt such violations of the IVC that are adopted as prohibitions and violations of the Bartlett Municipal Code as a local ordinance violation.

Description	Illinois Vehicle Code Citation	Bartlett Municipal Code Citation
Stopping, standing and parking:		
Powers of local authorities	625 ILCS 5/11-208	6-11-208
Uniformity	625 ILCS 5/11-208.1	6-11-208.1
Limitation on home rule units	625 ILCS 5/11-208.2	6-11-208.2

Administrative adjudication of violations	625 ILCS 5/11-208.3	6-11-208.3
Powers of municipalities and counties to contract with private property owners for regulation of traffic	625 ILCS 5/11-209	6-11-209
Powers of local authorities - enforcing the provisions of this Code on private streets and roads	625 ILCS 5/11-209.1	6-11-209.1
Failure to pay fine or penalty for standing, parking compliance	625 ILCS 5/6-306.5(f)	6-6-306.5(f)
Suspension of driving privileges	625 ILCS 5/6-306.5(g)	6-6-306.5(g)
Stopping, standing or parking outside of business or residence district	625 ILCS 5/11-1301(a)	6-11-1301(a)
	625 ILCS 5/11-1301(b)	6-11-1301(b)
	625 ILCS 5/11-1301(c)	6-11-1301(c)
	625 ILCS 5/11-1301(d)	6-11-1301(d)
Persons with disabilities - parking privileges - exemptions	625 ILCS 5/11-1301.1	6-11-1301.1
Special decals for parking: persons with disabilities	625 ILCS 5/11-1301.2	6-11-1301.2
Unauthorized use of parking places reserved for persons with disabilities	625 ILCS 5/11-1301.3	6-11-1301.3
Reciprocal agreements with other jurisdictions	625 ILCS 5/11-1301.4	6-11-1301.4
Fictitious or unlawfully altered disability license plate or parking decal or device	625 ILCS 5/11-1301.5	6-11-1301.5
Fraudulent disability license plate or parking decal or device	625 ILCS 5/11-1301.6	6-11-1301.6

Appointed volunteers and contracted entities; parking violations for persons with disabilities	625 ILCS 5/11-1301.7	6-11-1301.7
Obstruction of parking places for persons with disabilities	625 ILCS 5/11-1301.8	6-11-1301.8
Officers authorized to remove vehicles	625 ILCS 5/11-1302	6-11-1302
Stopping, standing or parking prohibited in specified places	625 ILCS 5/11-1303	6-11-1303
	625 ILCS 5/11-1303(a)1a	6-11-1303(a)1a
	625 ILCS 5/11-1303(a)1b	6-11-1303(a)1b
	625 ILCS 5/11-1303(a)1c	6-11-1303(a)1c
	625 ILCS 5/11-1303(a)1d	6-11-1303(a)1d
	625 ILCS 5/11-1303(a)1e	6-11-1303(a)1e
	625 ILCS 5/11-1303(a)1f	6-11-1303(a)1f
	625 ILCS 5/11-1303(a)1g	6-11-1303(a)1g
	625 ILCS 5/11-1303(a)1h	6-11-1303(a)1h
	625 ILCS 5/11-1303(a)1i	6-11-1303(a)1i
	625 ILCS 5/11-1303(a)1j	6-11-1303(a)1j
	625 ILCS 5/11-1303(a)1k	6-11-1303(a)1k
625 ILCS 5/11-1303(a)1l	6-11-1303(a)1l	

	625 ILCS 5/11-1303(a)2a	6-11-1303(a)2a
	625 ILCS 5/11-1303(a)2b	6-11-1303(a)2b
	625 ILCS 5/11-1303(a)2c	6-11-1303(a)2c
	625 ILCS 5/11-1303(a)2d	6-11-1303(a)2d
	625 ILCS 5/11-1303(a)2e	6-11-1303(a)2e
	625 ILCS 5/11-1303(a)2f	6-11-1303(a)2f
	625 ILCS 5/11-1303(a)3a	6-11-1303(a)3a
	625 ILCS 5/11-1303(a)3b	6-11-1303(a)3b
	625 ILCS 5/11-1304	6-11-1304
Schedule V, no parking zones	625 ILCS 5/11-1303(a)3.b.	6-11-1303.1
Schedule VI, time limit parking	625 ILCS 5/11-1303	6-11-1303.2
Schedule VII, parallel, diagonal and perpendicular parking	625 ILCS 5/11-1304(a)(b)(c)(d)	6-11-1303.3
Schedule VIII, metered parking and daily pay commuter parking areas	625 ILCS 5/11-1307(a)(b)	6-11-1303.4
Schedule IX, permit parking	625 ILCS 5/11	6-11-1303.5
No stopping zones	625 ILCS 5/11-1303(a)1.i.	6-11-1303.6
No standing zones	625 ILCS 5/11-1303(a)2.f.	6-11-1303.7

Additional parking regulations parking restricted and limited:	625 ILCS 5/11-1304	6-11-1304
All night parking		6-11-1304.2
Parking in alleys		6-11-1304.3
Parking in loading zones		6-11-1304.4
Parking, snow removal and street cleaning		6-11-1304.5
Parallel, diagonal and perpendicular parking		6-11-1304.6
Metered parking		6-11-1304.7
Permit parking		6-11-1304.8
Residential permit parking area		6-11-1304.8.1
Cab, bus stands		6-11-1304.9
Signs posted		6-11-1304.10
Parking of vehicle with expired registration	625 ILCS 5/1304.5	6-11-1304.11
Lessors of visitor vehicles - duty upon receiving notice of violation of this or local parking regulations	625 ILCS 5/11-1305	6-11-1304.12
Parking liability of lessor	625 ILCS 5/11-1306	6-11-1304.13
Centralized parking meter system	625 ILCS 5/11-1307	6-11-1304.14
Unauthorized use of parking places reserved for electric vehicles	625 ILCS 5/11-1308	6-11-1304.15
Procedure for issuance of tickets	625 ILCS 5/11-208	1-15-1 through 1-15-15 and 6-11-1305.1
Settlement procedures	625 ILCS 5/11-208	1-15-1 through 1-15-15 and 6-11-1305.2

Registration prima facie evidence	625 ILCS 5/11-208	1-15-1 through 1-15-15 and 6-11-1305.3
Notice to appear; citation	625 ILCS 5/11-208	1-15-1 through 1-15-15 and 6-11-1305.4
Arrests	625 ILCS 5/11-208	1-15-1 through 1-15-15 and 6-11-1305.5
Penalties	625 ILCS 5/11-208	1-15-1 through 1-15-15 and 6-11-1305.6

6-11-1302: RESERVED:
(Ord. 2017-144, 11-7-2017)

6-11-1303.1: SCHEDULE V, NO PARKING ZONES:

It shall be unlawful to park any vehicle at any time on any of the streets hereinafter named at the locations hereinafter set forth:

A. Streets Designated:

SOUTH BARTLETT ROAD at Stearns Road

SOUTH BARTLETT ROAD at Struckman Boulevard

WEST BARTLETT ROAD, along the length of the improvement of FAP Route 77 section 110X-N

BREWSTER CREEK BOULEVARD, from Stearns Road to Munger Road

CREST AVENUE, on the west side from North Avenue to Taylor Avenue

EASTERN AVENUE, on the east side between the north line of North Avenue and the south line of Oneida Avenue from Monday through Friday both inclusive

SOUTH EASTERN AVENUE

FOSTER AVENUE at Cuyahoga Drive

FOSTER AVENUE at Martingale Drive

GRANT STREET, on the west side from 200 feet south of Lincoln Drive to the intersection of Grant and Lincoln Drive

HARBOR TERRACE at Voyager Drive

HARDT CIRCLE, from Humbracht Circle to Humbracht Circle

HECHT COURT, from Hecht Circle to west end

HECHT DRIVE, from Brewster Creek Boulevard to Spitzer Road

HICKORY AVENUE, on the east side from the south line of Oneida Avenue to the south line of Bartlett Avenue

HUMBRACHT CIRCLE, from Munger Road to Munger Road

ILLINOIS ROUTE 59 (INGALTON AVENUE) AND ILLINOIS ROUTE 59 (SUTTON ROAD) from 500 feet south of Army Trail Road to 450 feet north of Red Oak Drive

LAMBERT LANE on the east side from Versailles Drive to Thornbury Drive

SOUTH MAIN STREET from Devon Avenue to Oak Glenn Drive, both inclusive

SOUTH MAIN STREET, on the east and west sides from the north line of the AT&T property (26 South Main Street) south 110 feet

SOUTH MAIN STREET, on the east side except the 5 spaces from a point 330 feet to a point 460 feet south of the south line of Railroad Avenue to Devon Avenue

SOUTH MAIN STREET, on the west side from the south line of Railroad Avenue to Devon

MARION AVENUE, on the west side from North Avenue to Taylor Avenue

MEADE COURT, north side, on school days

NAPERVILLE ROAD at Spaulding Road

NEWPORT BOULEVARD at Coral Avenue

NEWPORT BOULEVARD at Harbor Terrace

NEWPORT BOULEVARD, on the west side of Newport Boulevard from its intersection with the north curblineline of Coral Avenue to a point 40 feet north of its intersection with the north curblineline of Coral Avenue, and on the west side of Newport Boulevard from its intersection with the south curblineline of Coral Avenue to a point 40 feet south of its intersection with the south curblineline of Coral Avenue

NORTH AVENUE at Western Avenue

NORTH AVENUE, between Eastern Avenue and Elroy Street

NORTH AVENUE, on the north side between Chase Street and Crest Street

NORTH AVENUE, on the north side from Oak Avenue to Oliver Street

NORTH AVENUE, on the south side between the west line of Eastern Avenue and the east line of Elroy Street, from Monday through Friday, both inclusive

EAST NORTH AVENUE from Eastern Avenue to Hale Street, both inclusive

NORWOOD LANE, north and south sides from Route 59 to 350 feet east

OAK AVENUE, on the east and west sides from Bartlett Avenue to Oneida

OAK AVENUE, on the east and west sides from Railroad Avenue to Bartlett Avenue

OAK AVENUE, on the west side from Morse Avenue to the north edge of the Fire Station Drive approaches

OAK STREET, on the west side from Railroad Avenue to Natoma Avenue, as vacated

NORTH OAK STREET from Morse Street to North Hickory Street, both inclusive

SOUTH OAK STREET from Oneida Avenue to Railroad Avenue, both inclusive

ONEIDA AVENUE at Hickory Avenue

ONEIDA AVENUE, on the north side from Oak Avenue to the east end of Bartlett Hills Golf Course

RAILROAD AVENUE from a point 80 feet east of the centerline of Oak Avenue to Oak Avenue

RAILROAD AVENUE from South Oak Street to South Western Avenue, both inclusive

RAILROAD AVENUE, on the south side from the southwest corner of the intersection of Railroad Avenue and South Main Street to a point 50 feet west of said intersection

ROUTE 20 (WEST LAKE STREET) AND ROUTE 20 (EAST LAKE STREET) from 650 feet east of Lambert Drive to 400 feet east of Park Boulevard

ROUTE 59 AT ARMY TRAIL ROAD within the limits of the State project known as 110 T5-N, State Contract 62 F 19.

SCHICK ROAD, north and south side from Route 59 to 375 feet east and 375 feet west

SCHIFERL ROAD, from Brewster Creek Boulevard to Munger Road

SCOTT COURT, north side, and south side on school days

SPITZER ROAD, from Brewster Creek Boulevard to north end

STEARNS ROAD at Balsam Lane

STEARNS ROAD at Cottonwood Lane

STEARNS ROAD from Cuyahoga Drive to Munger Road, both inclusive

STEARNS ROAD north and south sides from South Bartlett Road to County Farm Road

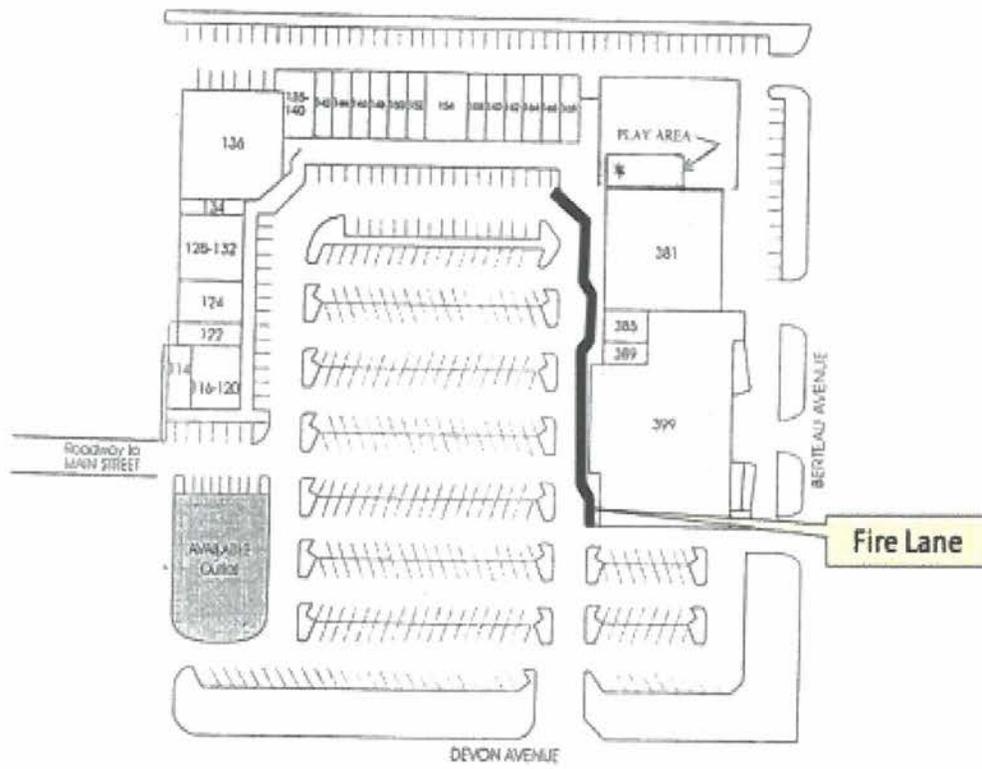
SYCAMORE LANE, west side, between Cedar Lane and the Northern Illinois Gas easement, on school days

WESTERN AVENUE, on the west side from the south line of Railroad Avenue to a point 50 feet north of the north line, if extended west, of Bartlett Avenue, and on the east side of Western Avenue from the south line of Railroad Avenue to the north line of Oneida Avenue

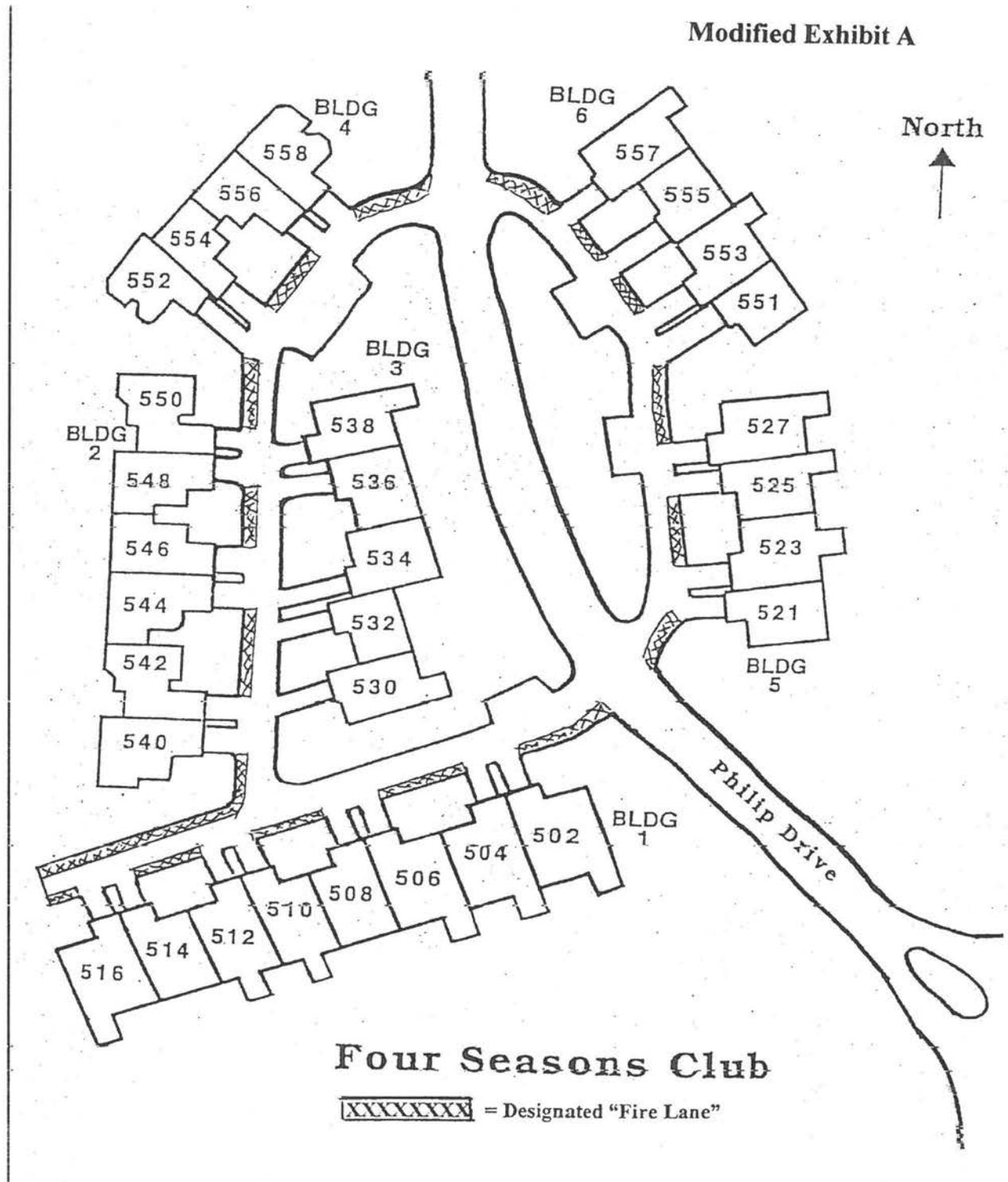
B. Areas Designated:

BARTLETT PLAZA, within or upon any of the fire lanes designated on the map below, other than an authorized emergency vehicle:

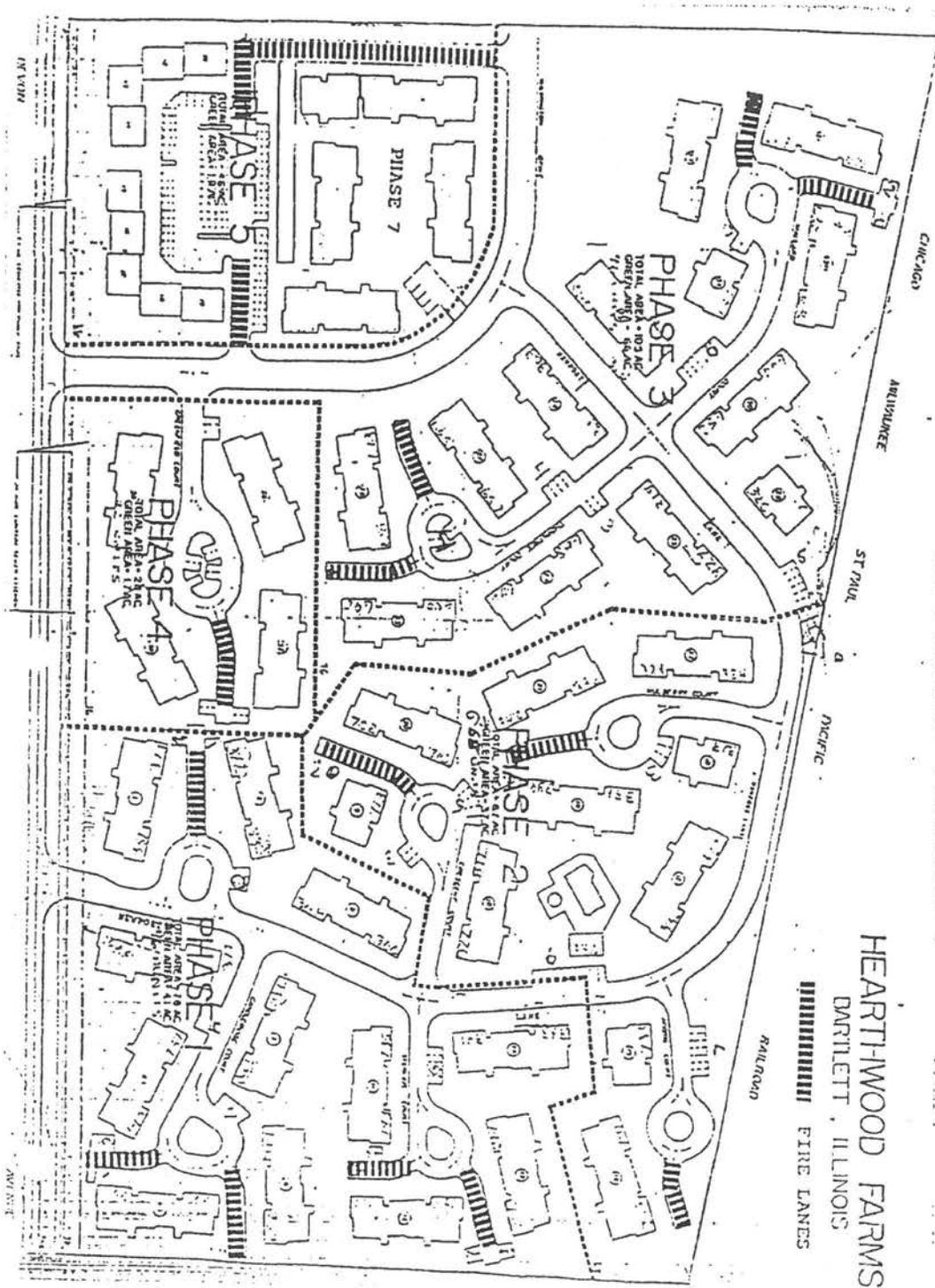
SITE PLAN



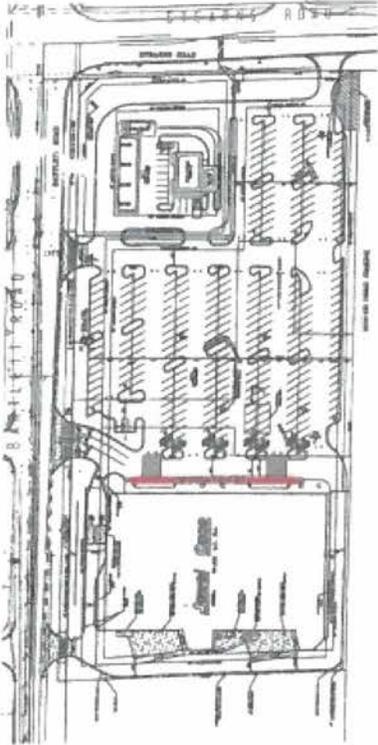
FOUR SEASONS TOWNHOME SUBDIVISION, within or upon any of the fire lanes in the Four Seasons Townhome Subdivision designated on the map below:



HEARTHWOOD FARMS SUBDIVISION, within or upon any of the fire lanes designated on the map below, other than an authorized emergency vehicle:



JEWEL SHOPPING CENTER, within or upon any of the fire lanes designated on the map below, other than an authorized emergency vehicle:



(Ord. 2017-144, 11-7-2017)

6-11-1303.2: SCHEDULE VI, TIME LIMIT PARKING:

A. Two Hour Parking: It shall be unlawful to park any vehicle for longer than two (2) consecutive hours on Monday through Friday, both inclusive, in any of the following locations:

BARTLETT AVENUE, on the north side between its intersection with the east line of Oak Street and the west line of Eastern Avenue, except on Sundays and legal holidays.

EASTERN AVENUE, on the east side between the south line of Oneida Avenue and the south line of Bartlett Avenue and between the north line of Morse Avenue and the north line of North Avenue.

EASTERN AVENUE, on the west side between the north line of Morse Avenue and the south line of Bartlett Avenue.

WEST RAILROAD AVENUE, on the north side, between a point 72 feet east of the east line of Oak Street and a point 181 feet east of the east line of Oak Street.

B. Four Hour Parking:

AREA, described by beginning at the intersection of the north line of North Avenue with the west line of Western Avenue, and running thence east along the north line of North Avenue to the east line of Eastern Avenue; thence south along the east line of Eastern Avenue, and the prolongation thereof, to the north line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way; thence west along the north line of said railroad right-of-way, to its intersection with the prolongation of the east line of South Main Street; thence south along the prolongation of the east line of South Main Street and along the east line of South Main Street to the south line of Devon Avenue; thence west along the south line of Devon Avenue and the prolongation of the south line of Devon Avenue to the west line of Western Avenue; thence north along the west line of Western Avenue to its intersection with the north line of North Avenue; it shall be unlawful to park any vehicle on any Village street for more than 4 consecutive hours between the hours of 8:00 A.M. and 6:00 P.M., except on Sundays and legal holidays.

BARTLETT AVENUE, on the south side, between its intersection with the east line of Oak Street and the west line of Eastern Avenue, except on Sundays and legal holidays.

ONEIDA AVENUE, on the south side from the east line of Eastern Avenue to the west line of Prospect Avenue, for a period of time longer than 4 hours.

POND VIEW LANE, on either side, between its intersections with the east line of Devon Avenue and the west line of Western Avenue.

C. Monday Through Friday: No parking Monday through Friday, inclusive, six o'clock (6:00) A.M. to six o'clock (6:00) P.M.

BERTEAU AVENUE, on either side from the south side of Oneida Avenue to the Milwaukee Road right-of-way on Monday, Tuesday, Wednesday, Thursday and Friday.

ONEIDA AVENUE, on the north side from the east line of Eastern Avenue to the west line of Prospect Avenue.

D. League Play Restriction:

CORAL AVENUE, on the north side, from Newport Boulevard to Voyager Drive.

NEWPORT BOULEVARD, on the east side from Coral Avenue to Millwood Drive.

The "no parking" restriction on the above named streets is during regular league play hours only. (Ord. 2017-144, 11-7-2017)

6-11-1303.3: SCHEDULE VII, PARALLEL, DIAGONAL AND PERPENDICULAR PARKING:

BARTLETT AVENUE, north and south side, diagonal parking shall be permitted from the east line of Oak Street to the west line of Eastern Avenue, where vehicles shall be parked at the angle to the curb indicated by markings on the pavement. (Ord. 2017-144, 11-7-2017)

6-11-1303.4: SCHEDULE VIII, METERED PARKING AND DAILY PAY COMMUTER PARKING AREAS:

The following streets and places, depicted in appendix 1 on file in the Village, are hereby declared to be metered parking areas or daily pay commuter parking areas subject to the regulations of section 6-11-1304.7 of this part, and it shall be unlawful to park a vehicle upon such streets and places except in compliance with the regulations set forth in said section 6-11-1304.7 of this part:

The parking area on the north side of Railroad Avenue from the east line of Western Avenue easterly to the west line of Oak Avenue, consisting of 58 spaces (Lot 4).

The east 1/2 of Lot 6 (61 spaces) located north of the Metra railroad tracks.

The parking lot located at the southeast corner of Western Avenue and Oneida Avenue consisting of 86 spaces (Lot 11).

The parking area located on the north side of Bartlett Avenue from the east line of Hickory Avenue easterly approximately 100 feet consisting of 12 spaces (Lot 2, motorcycle parking).

The parking lot located on the north side of East Railroad Avenue from the Metra Station easterly approximately 500 feet east of the east line of Berteau Avenue consisting of 162 spaces (Lot 15).

The parking lot located on the south side of East Oneida Avenue, adjacent to the Bartlett water tower, directly south of South Elroy Avenue consisting of 39 spaces (Lot 13). (Ord. 2017-144, 11-7-2017)

6-11-1303.5: SCHEDULE IX, PERMIT PARKING:

The following described areas, depicted in appendix 1 on file in the Village, are hereby designated as permit parking areas:

The parking area on the south side of West Bartlett Avenue from the east line of Western Avenue easterly to the west line of Oak Avenue consisting of 45 spaces (Lot 3).

The parking lots (Lots 5, the west 1/2 of Lot 6, 7, 12, and 14) located north of the Metra railroad tracks, south of Oneida Avenue, from the east line of Eastern Avenue easterly to the east line of Berteau Avenue excluding the east 1/2 of Lot 6 and Lot 13 (39 spaces) the east side of Berteau Avenue north of East Bartlett Avenue south of West Oneida Avenue the northern 6 spaces of Lot 14, and the north side of East Bartlett Avenue, first 10 spaces to the permit parking area known as Lot 7. (Ord. 2017-144, 11-7-2017)

6-11-1303.6: NO STOPPING ZONES:

Except where necessary to avoid a conflict with other traffic or in compliance with law or the directions of a police officer or a traffic control device, it shall be unlawful for any person to stop any vehicle at any time on any of the streets hereinafter set forth:

DARTMOUTH COURT

This section shall not apply to a driver of any vehicle which is disabled; school buses; or any second division vehicle used exclusively for the purpose of collection of garbage, refuse or recyclable material. (Ord. 2017-144, 11-7-2017)

6-11-1303.7: NO STANDING ZONES:

Except when necessary to avoid a conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, it shall be unlawful for any person to stand or park a vehicle, whether occupied or not, whether momentary to pick up or discharge passengers or not, or any other purpose, at any time on any of the streets hereinafter named at the locations hereinafter set forth:

DARTMOUTH COURT;

LAMBERT LANE from Spaulding Road to 500 feet north of Spaulding Road; and

SPAULDING ROAD from Metra railroad tracks west of Lambert Lane to Ivory Lane east of Lambert Lane.

This section shall not apply to a driver of any vehicle which is disabled; school buses; or any second division vehicle used exclusively for the purpose of collecting garbage, refuse or recyclable material. (Ord. 2017-144, 11-7-2017)

6-11-1304.1: ADDITIONAL PARKING REGULATIONS; PARKING RESTRICTED AND LIMITED:

- A. It shall be unlawful to park any commercial vehicle or machinery on any street or public right-of-way for more than four (4) consecutive hours.

It shall also be unlawful to park any vehicle upon any street for the purpose of displaying it for sale, or to park any vehicle upon any business street from which vehicle merchandise is peddled.

- B. It shall be unlawful to park any inoperative vehicle or any machinery of any kind on any street or public right-of-way for more than five (5) consecutive hours.
- C. It shall be unlawful to park any vehicle at any time for more than fifteen (15) minutes on the south side of Railroad Avenue from the west line of Hickory Street to a point fifty feet (50') west of the west line of Hickory Street.
- D. It shall be unlawful for any person who is not visiting the Bartlett Municipal Building on Village or police business to park any vehicle in the parking lot of the Bartlett Municipal Building, and it shall further be unlawful for any person who is not an officer or employee of the Village to park any vehicle in the parking lot of the Bartlett Municipal Building for more than four (4) hours within any twenty four (24) hour period.
- E. It shall be unlawful to park any vehicle at any time for more than five (5) minutes on the east side of Oak Street within fifty feet (50') of the north line of Bartlett Avenue.
- F. It shall be unlawful to park any vehicle on any public street or right-of-way in any location designated in the manner hereinafter set forth:

The Village Police Department, or anyone acting under its direction or control, may, if the condition of traffic so warrants or the public safety so demands, temporarily post or install no parking signs along or upon any public highway, street or parking area in the Village, such parking signs to be temporary in nature and not to be posted or installed for an unreasonable time. A period of beyond seventy two (72) hours shall be deemed prima facie unreasonable as to time, unless the circumstances surrounding the need indicate to the contrary. (Ord. 2017-144, 11-7-2017)

6-11-1304.2: ALL NIGHT PARKING:

No person shall park any vehicle on any street for a period of time longer than thirty (30) minutes between the hours of two o'clock (2:00) A.M. and six o'clock (6:00) A.M. of any day, except in a residential permit parking area pursuant to a validly issued residential parking permit issued pursuant to section 6-11-1304.8.1 of this part, or physicians on emergency calls; provided, however, that in the event of an emergency, or in the event of mechanical malfunction of a vehicle, such vehicle may be parked on the street between such hours; provided that the owner or person responsible for the parking of such vehicle on the Village street shall notify the Bartlett Police Department as to the existence of such emergency situation, the location where such vehicle shall be parked, the identity of the owner of the premises in front of which such vehicle shall be parked, the identity of the owner and driver of such vehicle and such additional information as the Bartlett police may require.

The provisions of this section shall not apply to vehicles owned by the United States, State of Illinois, any county or municipality which may be subject to call twenty four (24) hours a day, or to the personal vehicles of volunteer firemen. The Chief of Police is authorized to grant special permits: a) in emergency situations, or b) on a temporary basis in hardship situations. (Ord. 2017-144, 11-7-2017)

6-11-1304.3: PARKING IN ALLEYS:

No person shall park a vehicle within an alley in such manner or under such conditions as to leave available less than ten feet (10') of the width of the roadway for the free movement of traffic, and no person shall stand or park a vehicle within an alley in such a position as to block the driveway entrance to any abutting property. (Ord. 2017-144, 11-7-2017)

6-11-1304.4: PARKING IN LOADING ZONES:

It shall be unlawful for the driver of a vehicle to stand a passenger vehicle for a period of time longer than is necessary for the loading or unloading of passengers, not to exceed three (3) minutes, and for the driver to stand any freight carrying vehicles for a period of time longer than is necessary to load, unload and deliver materials, not to exceed thirty (30) minutes in any place designated by the Village Board as a loading zone and marked as such, or in any of the following designated places:

- A. At any place not to exceed seventy five feet (75') along the curb before the entrance to any hospital or hotel at any time.
- B. At any place not to exceed seventy five feet (75') along the curb before the entrance to a public building between the hours of eight o'clock (8:00) A.M. and six o'clock (6:00) P.M. except Sundays.
- C. Directly in front of the entrance to any theater at any time the theater is open for business. (Ord. 2017-144, 11-7-2017)

6-11-1304.5: PARKING DURING SNOW REMOVAL AND STREET CLEANING OPERATIONS:

It shall be unlawful to park any vehicle on any public street in the Village at any time within twelve (12) hours after a snowfall of three inches (3") or more has occurred, or to park any vehicle on any public street or portion thereof in the Village at any time when such street is being cleaned. Signs indicating that a street or portion thereof is being cleaned shall be posted immediately before the cleaning of the street, and shall be removed after the cleaning of the street is finished. (Ord. 2017-144, 11-7-2017)

**6-11-1304.6: PARALLEL, DIAGONAL AND PERPENDICULAR
PARKING REGULATIONS:**

- A. No vehicle shall be parked with the left side of such vehicle next to the curb or street pavement, except on one-way streets.
- B. It shall be unlawful to park or stand any vehicle on any street other than parallel with the curb and with the two (2) right wheels of the vehicle within six inches (6") of the curb or established edge of pavement, except as provided in section 6-11-1303.3 of this part. (Ord. 2017-144, 11-7-2017)

6-11-1304.7: METERED PARKING:

The following regulations shall govern parking on Village streets, in off street facilities owned, leased, controlled or operated by the Village, or in parking areas comprised of both Village streets and off street parking facilities owned, leased, controlled or operated by the Village.

- A. **Parking Meters:** The Chief of Police shall cause parking meters to be placed upon the sidewalk or curb adjacent to the metered parking areas designated for the regulation of the parking of vehicles in such areas in this part. He shall cause such parking areas to be divided and marked for individual parking spaces for each meter so placed and installed. Each parking meter so installed shall bear a legend indicating the number of legal hours prior to the legal parking of a vehicle in such parking space, the days and hours that parking regulations are in effect with respect to such meters, and other information relating to the use of such parking meters. Each meter so placed and used for the regulation of parking in the metered parking areas hereinafter designated shall be so constructed as to permit the placing of coins therein, and shall display a signal or legend showing legal parking for the period indicated on a dial therein provided.
- B. **Procedure On Parking In A Metered Zone Or In Commuter Parking Lot:**
 - 1. It shall be unlawful to park a vehicle in a metered parking space in the designated metered parking areas or in designated commuter parking areas for more than twelve (12) hours for each one dollar fifty cents (\$1.50) deposited in the parking meter collection box or deposited in or charged through an automatic pay station or through the Village authorized mobile parking payment application designated for such parking space.
 - 2. It shall be unlawful for any person to park, and it shall be unlawful for the owner or operator of any vehicle to cause, suffer or permit to be parked, any vehicle in any parking space or stall in any daily pay commuter parking area or lot as described in section 6-11-1303.4 of this part which is regulated by a parking meter, collection box or automated pay station or through the Village authorized mobile parking payment application designated for such daily pay commuter parking area, unless there is deposited in such parking meter, collection box or deposited in or charged by credit card through an automated pay station or the Village authorized mobile parking payment application designated for said space or stall, the sum of one dollar fifty

cents (\$1.50) for each day during which said vehicle is parked in said parking space or stall between the hours of six o'clock (6:00) A.M. and six o'clock (6:00) P.M., except on Saturdays, Sundays and legal holidays. Payment shall be made within thirty (30) minutes of parking the vehicle.

3. The appropriate Village personnel are authorized and directed to take the necessary steps to cause the parking meter, collection boxes, and/or automated pay stations or the Village authorized mobile parking payment application to be changed or adjusted in order to conform with the provisions of this section.
 4. Any person who violates the provisions of this subsection, or causes, suffers or permits the violation of any provision of this section shall be fined not less than twenty five dollars (\$25.00) for each such violation; and a separate offense shall be deemed committed for each day during which the vehicle is parked in violation of this section.
- C. **Parking Hours And Days:** The regulations for metered parking shall be in effect between the hours of six o'clock (6:00) A.M. and six o'clock (6:00) P.M. on each day from Monday through Friday, both inclusive. Such regulations shall not be in effect on Saturdays, Sundays and the following legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas.
- D. **Use Of Slugs:** It shall be unlawful for any person to deposit in any meter/collection box any slug, device or metallic substitute for a lawful coin. It shall be unlawful for any person to park in any space adjacent to a parking meter/collection box where the last coin deposited in such meter is not a lawful coin of the United States. It shall be unlawful for any person to deface, injure, tamper with, open, break or destroy or impair the usefulness of any parking meter/collection box. (Ord. 2017-144, 11-7-2017)

6-11-1304.8: PERMIT PARKING:

The following regulations shall govern permit parking on Village streets, in off street parking facilities owned, leased, controlled or operated by the Village, or in parking areas comprised of both Village streets and off street parking facilities owned, leased and controlled or operated by the Village:

- A. It shall be unlawful to park a vehicle in any of the permit parking areas described in section 6-11-1303.5, schedule IX of this part, unless there has been issued for such vehicle a parking permit hanger to allow the parking of such vehicle within such permit parking area. Each such parking permit hanger issued pursuant to this section shall be visibly displayed by hanging from the rear view mirror inside of the vehicle in such a manner that it is clearly visible from the outside of the motor vehicle.
- B. The application for a permit shall contain the name of the owner or operator of the motor vehicle, residential address, the motor vehicle's make, model, color, and registration number.

- C. The permit shall be renewed quarterly on or before the first day of the new quarter, January 1, April 1, July 1 and October 1. The permit shall display the quarter number for which the permit is issued. This permit shall entitle the permittee to park in the permit parking area for a twelve (12) hour period.
- D. The parking permit hanger will be displayed hanging from the rear view mirror inside of the vehicle in such a manner that it is clearly visible from the outside of the motor vehicle.
- E. The Village Clerk shall cause parking permit hangers to be made available for sale online, and parking permit hangers will be mailed to the requestor at the rates herein set forth.
- F. The following permit fees for permit parking areas described in section 6-11-1303.5 of this part are hereby established:

\$90.00 per calendar quarter.
- G. It shall constitute a violation of this regulation for any person to make false representation of eligibility for parking permit or to furnish any false information in an application in order to obtain a parking permit.
- H. Any person who shall violate any provision of this regulation shall, upon a finding of guilty of or a conviction, be subject to a fine of twenty five dollars (\$25.00) and if not paid within a period of ten (10) days from the date appearing on the violation notice, said person shall be subject to an additional fine of twenty five dollars (\$25.00). (Ord. 2017-144, 11-7-2017)

6-11-1304.8.1: RESIDENTIAL PERMIT PARKING AREA:

- A. "Residential area" shall mean a contiguous or nearly contiguous area containing public highways or parts thereof primarily abutted by residential property or residential and nonbusiness property (such as: schools, parks and churches).
- B. All residents shall be deemed eligible for residential permit parking when the residents would otherwise park the vehicles on the street in violation of the two o'clock (2:00) A.M. to six o'clock (6:00) A.M. prohibition.
- C. "Residential permit parking area" shall mean the residential area west of Berteau Avenue, the north side of East Bartlett Avenue, first ten (10) spaces to the permit parking area known as Lot 7, and the east side of Berteau Avenue north of East Bartlett Avenue south of West Oneida Avenue. The northern six (6) spaces of Lot 14 where parking shall be allowed for vehicles owned or leased by a Village resident who has procured and displays a residential parking permit. This permit parking area is reserved for the use of Village residents who have "residential parking permits" issued one per property on a first come, first issued basis.

- D. The application for a permit shall contain the name of the owner or operator of the motor vehicle, residential address, the motor vehicle's make, model, registration number, and proof of residency.
- E. The permit shall be renewed quarterly on or before the first day of the new quarter, January 1, April 1, July 1 and October 1. The permit shall display the quarter number for which it is issued. This permit shall entitle the permittee to park in the residential permit area twenty four (24) hours daily.
- F. The parking permit hanger will be displayed hanging from the rear view mirror inside of the vehicle in such a manner that it is clearly visible from the outside of the motor vehicle.
- G. No person shall display a parking permit hanger on any vehicle other than the vehicle described in the application for which the residential parking permit hanger has been made and parking permit hanger issued. Any such use or display of a parking permit hanger on a vehicle as described above shall constitute a violation of the regulation by the permittee and by the person who so used or displayed such parking permit hanger.
- H. It shall constitute a violation of this regulation for any person to make representation of eligibility for a residential parking permit or to furnish any false information in an application in order to obtain a residential parking permit.
- I. Any person who shall violate any provision of this regulation shall, upon conviction, be subject to a fine of twenty five dollars (\$25.00) and if not paid within a period of ten (10) days from the date appearing on the violation notice, said person shall be subject to an additional fine of twenty five dollars (\$25.00). (Ord. 2017-144, 11-7-2017)

6-11-1304.9: CAB, BUS STANDS:

No vehicle other than a licensed taxicab shall be parked in any area designated by ordinance as a cab stand; and no vehicle other than a bus shall be parked in a place so designated as a bus loading zone. (Ord. 2017-144, 11-7-2017)

6-11-1304.10: SIGNS POSTED:

The Director of Public Works or any other person authorized by the Village Board shall cause signs to be posted in all areas where parking is limited or prohibited, indicating such limitations or prohibitions. It shall be unlawful for any person to park or permit to park a motor vehicle in contradiction to a sign posted limiting or restricting parking. (Ord. 2017-144, 11-7-2017)

6-11-1304.11: PARKING OF VEHICLE WITH EXPIRED REGISTRATION:

No person may stop, park, or leave standing upon a public street, highway, or roadway a vehicle upon which is displayed an Illinois registration plate or plates or registration sticker after the termination of the registration period. (Ord. 2017-144, 11-7-2017)

6-11-1304.12: LESSOR OF VISITOR VEHICLES - DUTY UPON RECEIVING NOTICE OF VIOLATION:

Every person in whose name a vehicle is registered pursuant to law and who leases such vehicle to others, after receiving written notice of a violation of this part involving such vehicle, shall upon request provide such police officers as have authority of the offense, the Ordinance Enforcement Administrator and/or the Administrative Hearing Officer appointed pursuant to title 1, chapter 15 of this Code, and/or the court having jurisdiction thereof with a written statement of the name and address of the lessee at the time of such offense and the identifying number upon the registration plates and registration sticker or stickers of such vehicle. (Ord. 2017-144, 11-7-2017)

6-11-1304.13: PARKING LIABILITY OF LESSOR:

No person who is the lessor of a vehicle pursuant to a written lease agreement shall be liable for the violation of any parking or standing regulation of this part involving such vehicle during the period of the lease; provided that upon the request of the Ordinance Enforcement Administrator or the Administrative Hearing Officer appointed pursuant to title 1, chapter 15 of this Code, received within one hundred twenty (120) days after the violation occurred, the lessor provides within sixty (60) days after such receipt the name and address of the lessee. The driver's license number of a lessee may be subsequently individually requested by either of such officers if needed for enforcement of this part. (Ord. 2017-144, 11-7-2017)

6-11-1304.14: CENTRALIZED PARKING METER SYSTEMS:

A. As used in this section:

CENTRALIZED PARKING METER SYSTEM: Means a system of regulating the standing or parking of vehicles for the Village public commuter parking lots and a single parking meter.

PARKING METER: Means a traffic control device which, upon being activated by deposit of currency of the United States, or by electronic or other form of payment, in the amount indicated thereon or otherwise, either: 1) displays a signal showing that parking is allowed from the time of such activation until the expiration of the time fixed for parking in the parking meter zone in which it is located, and upon expiration of such time indicates by sign or signal that the lawful parking period has expired; 2) issues a ticket or other token, or activates a display device, on which is printed or otherwise indicated the lawful parking period in the parking meter zone in which the parking meter is located, such ticket or token, or display device, to be displayed in a publicly visible location on the dashboard or inner windshield of a vehicle parking in the Village commuter parking lot, or such ticket to be affixed on the front lamp of a motorcycle or motor scooter parking in the Village's commuter parking lot; or 3) payment for parking

in any Village commuter parking lot through the Village authorized mobile parking payment application.

VILLAGE COMMUTER PARKING LOTS: Means a certain designated and marked off section of Village owned or leased public property within the marked boundaries where a vehicle may be temporarily parked and allowed to remain for such period of time as the parking meter attached thereto, or the ticket or other token issued by the parking meter, or mobile payment application, may indicate.

- B. If for any reason the parking meter serving a space or, in a centralized parking meter system, serving a parking meter zone is malfunctioning due to the accumulation of ice or snow and it has been reported to the local authorities as malfunctioning prior to a violation for the standing or parking of vehicles being issued, it shall be a valid affirmative defense to such violation until such time as the parking meter is brought back into service. (Ord. 2017-144, 11-7-2017)

6-11-1304.15: UNAUTHORIZED USE OF PARKING PLACES RESERVED FOR ELECTRIC VEHICLES:

- A. For the purposes of this section:

ELECTRIC VEHICLE: Means a battery-powered electric vehicle operated solely by electricity or a plug-in hybrid electric vehicle that operates on electricity and gasoline and has a battery that can be recharged from an external source.

ELECTRIC VEHICLE CHARGING STATION: Means any facility or equipment that is used to charge a battery or other energy storage device of an electric vehicle.

- B. It shall be prohibited to park a non-electric vehicle in an electric vehicle charging station designated for use by electric vehicles, including an electric vehicle charging station on any private or public off street parking facility. A person may park only an electric vehicle in an electric vehicle charging station space designated for use by electric vehicles.
- C. Any person or entity owning any public or private off street parking facility may, after notifying the Police Department, remove or cause to be removed to the nearest garage or other place of safety any non-electric vehicle parked within an electric vehicle charging station space designated for use by electric vehicles.
- D. It shall not be a defense to a charge under this section that the sign or notice posted at the electric vehicle charging station or the designated parking space does not comply with applicable rules, regulations, or Village ordinances, if a reasonable person would be made aware by the sign or notice on or near the parking space that the space is reserved for electric vehicles.

Any person found guilty of violating the provisions of subsection B of this section shall be fined one hundred dollars (\$100.00) in addition to any costs or charges connected with the removal or storage of the non-electric vehicle. (Ord. 2017-144, 11-7-2017)

6-11-1305.1: AUTHORITY AND PROCEDURE FOR ISSUANCE OF CITATIONS:

Whenever a police officer, community service officer, parking enforcement officer or other authorized personnel witnesses a violation of an ordinance with respect to any of the following subjects:

- A. Prohibiting the parking of a vehicle in a designated area (see sections 6-11-1300 through 6-11-1304.15 of this part);
- B. Restricting the length of time a vehicle may be parked (see sections 6-11-1300 through 6-11-1304.15 of this part);
- C. Regulating parking in metered parking areas and commuter parking areas (see sections 6-11-1304.7 and 6-11-1304.14 of this part);
- D. Regulating handicapped parking (see sections 6-11-1301.1 through 6-11-1301.8 listed in section 6-11-1301 of this part);
- E. Prohibiting the parking of a vehicle with expired registration (see sections 6-11-1303(a)11 and 6-11-1304.11):

he or she may, in lieu of arrest and the filing of a citation complaint and/or a notice of appear in court, issue a citation to such alleged violator a parking citation which contains, but shall not be limited to the information pursuant to section 6-20-5 D of title 6, chapter 20 Administrative Adjudication Of Parking And Vehicle Compliance Violations.

6-11-1305.2: PENALTIES AND SETTLEMENT OF PENALTY PROCEDURES:

- A. Any person accused of a violation of sections 6-11-1300 to 6-11-1304.15 of this chapter may settle and compromise the claim pursuant to subsection B of this section and prior to such person being issued a second notice of violation and/or notice to appear.
- B. Parking And Minor Ordinance Violations Penalties; Settlement Of Penalties; Authorization And Procedure: The following procedure regarding settlement and compromise of parking violations and certain minor ordinance violations as set forth in this chapter is hereby authorized:
 - 1. Any owner or operator who is issued a parking citation for a violation of any of sections 6-11-1300 to 6-11-1304.15, excluding 6-11-1301.3 and 6-11-1301.8 of this chapter may settle and compromise that citation by paying twenty five dollars (\$25.00) to the Village on or before ten (10) days after the date of issuance, not counting the date of issuance. If paid after that date but not less than seven (7) days before the hearing date, the parking ticket citation can be settled and

compromised for fifty dollars (\$50.00). After that date, upon a finding of liable by the Administrative Hearing Officer, the total amount of the fine and penalty shall be a minimum of fifty dollars (\$50.00) not to exceed two hundred and fifty dollars (\$250.00) for each separate violation. Payments received by mail shall be credited as paid on the date received by the Village.

2. Any owner or operator who is issued a citation (LA ticket) for a violation of section 6-11-1301.3 or 6-11-1301.8 listed in section 6-11-1301 of this chapter may settle and compromise that citation by paying two hundred and fifty dollars (\$250.00) to the Village on or before ten (10) days after the date of issuance, not counting the date of issuance. If paid after that date but not less than seven (7) days before the ~~earl~~ hearing date, the ticket citation or complaint, as the case may be, may be settled and compromised for two hundred and fifty dollars (\$250.00). After that date upon a determination of liability by the Administrative Hearing Officer, the total amount of the fine and penalty to be entered by the Administrative Hearing Officer shall be two hundred and fifty dollars (\$250.00).

C. Adjudication Fines and Penalties: Pursuant to sections 6-20-13 and 6-20-14 of chapter 20 Administrative Adjudication of Parking And Vehicle Compliance Violations any fine, penalty or part of any fine or any penalty assessed in accordance with the provisions of that chapter remaining unpaid after the exhaustion of or the failure to exhaust administrative remedies created under said chapter, and the conclusion of any judicial review procedures, shall be a debt due and owing the village and the village may take the necessary actions to collect said fines and/or penalties.

D. Driver's License Suspension: Pursuant to section 6-20-11 of chapter 20 Administrative Adjudication of Parking And Vehicle Compliance Violations, the village may cause the suspension of a person's driver's license in accordance with Section 6-306.5 of the Illinois vehicle code for failure to pay fines and penalties deemed due and owing the village after the exhaustion of administrative procedures set forth in Chapter for ten (10) or more vehicular standing and/or parking regulation violations.

6-11-1305.3: REGISTRATION PRIMA FACIE EVIDENCE:

The fact that an automobile or motor vehicle which is illegally operated or parked is registered with the Secretary of State in the name of said alleged violator; or, in the alternative, in the event that a vehicle sticker issued by a municipality has been issued in the name of the alleged violator, shall be considered prima facie proof that said alleged violator was in control of or was the operator of the automobile or vehicle at the time of such alleged violation. (Ord. 2017-144, 11-7-2017)

6-11-1305.4: SECOND NOTICE OF PARKING VIOLATION:

Pursuant to section 6-20-5M of chapter 20 Administrative Adjudication Of Parking And Vehicle Compliance Violations, if the citation is not settled in accordance with 6-11-1305.2 within ten (10) days of issuance, a second notice of violation and/or notice to appear will be mailed and the respondent shall have the option of avoiding an appearance at an administrative hearing by paying the fine and penalty amount stated on the Second Notice at least seven (7) days prior to the scheduled hearing date. Notices shall be mailed in

accordance with section 6-20-5P of chapter 20 Administrative Adjudication Of Parking And Vehicle Compliance Violations.

Footnote 1: 625 ILCS 5/11-1301 through 11-1308

SECTION SEVEN: That Title 6 of the Bartlett Municipal Code is hereby amended to add new Chapter 12 thereto entitled "VEHICULAR COMPLIANCE CITATIONS" as follows:

**CHAPTER 12
VEHICULAR COMPLIANCE CITATIONS**

- 6-12-1: STATE LAW ADOPTED**
- 6-12-2: AUTHORITY AND PROCEDURE FOR ISSUANCE OF CITATIONS**
- 6-12-3: PENALTIES AND SETTLEMENT OF PENALTY PROCEDURES**
- 6-12-4: REGISTRATION PRIMA FACIE EVIDENCE**
- 6-12-5: SECOND NOTICE OF VEHICULAR COMPLIANCE VIOLATION**

6-12-1: STATE LAW ADOPTED:

The following sections of Chapter 625, Acts 5, 25 and 40 of the Illinois Compiled Statutes; known and cited as the "Illinois Vehicle Code", are hereby adopted by reference to the Bartlett Municipal Code, and violations thereof described as follows shall be subject to the procedures described herein.

Illinois Vehicle Code (625 ILCS)	Description	Bartlett Municipal Code Citation
5/3-112(b)	Failure to transfer title within 20 days	6-12-1:5/3-112(b)
5/3-411(a)	Failure to carry registration card or reciprocity permit - second division vehicle	6-12-1:5/3-411(a)
5/3-413(a)	No front/rear registration plate	6-12-1:5/3-413(a)
5/3-413(b)	Improper display license plates/sticker	6-12-1:5/3-413(b)
5/3-413(b)	Improper Display (tinted or obscured plastic covers)	6-12-1:5/3-413(b)
5/3-413(f)	Operation of vehicle with expired registration plate or sticker	6-12-1:5/3-413(f)
5/3-416	Failure to notify the Secretary of State of name/address change	6-12-1:5/3-416
5/3-417(a)	Failure to immediately apply for lost, stolen, damaged registration card, plate, or registration sticker	6-12-1:5/3-417(a)
5/3-701(a)(1)	No valid registration - no valid plate or sticker obtained	6-12-1:5/3-701(a)(1)

5/3-701(a)(2)	No valid registration - reciprocity, prorated or apportionment	6-12-1:5/3-701(a)(2)
5/5-201(h)	No in-transit plates	6-12-1:5/5-201(h)
5/5-202(e)	Failure to display tow truck plate (towed vehicle)	6-12-1:5/5-202(e)
5/11-1404	Riding motorcycle without special equipment	6-12-1:5/11-1404
5/11-1405	No passenger footrests on motorcycles	6-12-1:5/11-1405
5/11-1419.01	Failure to carry single trip revenue permit	6-12-1:5/11-1419.01
5/11-1419.02	Failure to display motor fuel tax identification card	6-12-1:5/11-1419.02
5/11-1419.03	Failure to display valid external Motor Fuel Tax decals	6-12-1:5/11-1419.03
5/11-1426.1(e)	Improper operation of non-highway vehicles without proper equipment as required	6-12-1:5/11-1426.1(e)
5/11-1426.2 (f)	Improper operation of low speed vehicle without proper equipment as required	6-12-1:5/11-1426.2 (f)
5/11-1507(a)	Bicycle without lamps and other equipment	6-12-1:5/11-1507(a)
5/11-1507(b)	Bicycle shall not be equipped with a siren	6-12-1:5/11-1507(b)
5/11-1507.1	Lamps on motorized pedal-cycles	6-12-1:5/11-1507.1
5/12-101(a)	Operation of vehicle with unsafe equipment	6-12-1:5/12-101(a)
5/12-201(a)	Operation of motorcycle without lighted headlamp	6-12-1:5/12-201(a)
5/12-201(b)	Driving vehicles other than motorcycles without 2 lighted headlamps and tail lamps when required	6-12-1:5/12-201(b)
5/12-201(c)	No rear registration plate light	6-12-1:5/12-201(c)
5/12-202(a)	Insufficient clearance, identification or side marker lamps and reflectors - second division vehicle	6-12-1:5/12-202(a)
5/12-202(b)	Trailers and semitrailers without required red reflectors	6-12-1:5/12-202(b)
5/12-203(a)	Failure to use parking lights while vehicle is standing on highway	6-12-1:5/12-203(a)
5/12-204	Improper lamp or flag on projecting load	6-12-1:5/12-204
5/12-205	Improper use of lamps on towing and towed vehicles	6-12-1:5/12-205
5/12-205.1	Implements of husbandry or slow moving vehicles - display of amber signal lamp	6-12-1:5/12-205.1
5/12-207(a)	Improper use of more than 1 spot lamp	6-12-1:5/12-207(a)

5/12-207(b)	Improper use of more than 3 auxiliary driving lamps	6-12-1:5/12-207(b)
5/12-208(a)	No stop signal lamp or signal device - no stop light	6-12-1:5/12-208(a)
5/12-209(c)	Defective backup lights	6-12-1:5/12-209(c)
5/12-210(a)	Failure to dim headlights/auxiliary driving lamps within 500 feet on approach of vehicle	6-12-1:5/12-210(a)
5/12-210(b)	Failure to dim headlights/auxiliary driving lamps within 300 feet of vehicle in same direction	6-12-1:5/12-210(b)
5/12-211(a)	Improper lighting on vehicles other than motorcycles - only 1 headlamp	6-12-1:5/12-211(a)
5/12-211(b)	Improper use of more than 4 lighted headlights/auxiliary driving lamps	6-12-1:5/12-211(b)
5/12-212(a)	Improper use of red light visible from front of vehicle	6-12-1:5/12-212(a)
5/12-212(b)	Unlawful use of oscillating, rotating or flashing lights	6-12-1:5/12-212(b)
5/12-401	Unlawful use of metal studded tire	6-12-1:5/12-401
5/12-405(c)	Use of unsafe tire	6-12-1:5/12-405(c)
5/12-501(a)	Operation of vehicle without windshield	6-12-1:5/12-501(a)
5/12-502	Operation of vehicle without rear reflecting mirror	6-12-1:5/12-502
5/12-503(a)	Obstructed view of windshield or side windows adjacent to driver	6-12-1:5/12-503(a)
5/12-503(b)	Unlawful application of tinted film to windshield or window(s) adjacent to driver - all vehicles manufactured after December 31, 1981	6-12-1:5/12-503(b)
5/12-503(c)	Obstructed view of any window by stationary or suspended object(s)	6-12-1:5/12-503(c)
5/12-503(d)	Operation of vehicle without windshield cleaning device; operation of vehicle with view obstructed by snow, ice or moisture	6-12-1:5/12-503(d)
5/12-503(e)	Obstructed view due to defective condition or repair of any window	6-12-1:5/12-503(e)
5/12-601(a)	Operation of vehicle with defective horn	6-12-1:5/12-601(a)
5/12-601(b)	Unlawful possession or use of siren	6-12-1:5/12-601(b)
5/12-602	Operation of vehicle with defective or modified exhaust system	6-12-1:5/12-602

5/12-603(b)	Operation of vehicle without 2 front seat safety belts - vehicles of 1965 or later model years	6-12-1:5/12-603(b)
5/12-603.1	Failure of driver/front seat occupant(s) to use seat safety belt	6-12-1:5/12-603.1
5/12-604.1(a)	Operation of vehicle with television receiver visible to driver	6-12-1:5/12-604.1(a)
5/12-606	Operation of-Tow truck without: 1. Identifying sign attached on each side 2. Required equipment - 1 broom, shovel, trash can and fire extinguisher 3. Removing roadway debris and spreading dirt or sand on oil/grease deposits 4. Insurance policy in cab	6-12-1:5/12-606
5/12-607(a)	Operation of vehicle with unlawfully altered vehicle suspension system - body lifted in excess of 3 inches from chassis	6-12-1:5/12-607(a)
5/12-610(a)	Operation of vehicle while wearing headset receiver	6-12-1:5/12-610(a)
5/12-702(a)	Operation of second division vehicle without carrying flares/warning devices	6-12-1:5/12-702(a)
5/12-702(c,d,e,f,g)	Failure to use flares/warning devices when second division vehicle is disabled	6-12-1:5/12-702(c,d,e,f,g)
5/12-707	Overloaded school bus, commuter van or motor vehicle used for hire	6-12-1:5/12-707
5/12-709(a)(b)	Slow moving vehicle emblem violation	6-12-1:5/12-709(a)(b)
5/12-710	Inadequate or no rear fender splash guards	6-12-1:5/12-710
5/12-711	Operation of garbage truck, roll-off hoist or roll-on container without audible backing warning system	6-12-1:5/12-711
5/12-712(a)	Failure to display company name on construction equipment	6-12-1:5/12-712(a)
5/12-713(a)	Failure to display company name on commercial trucks: construction contractors or subcontractors	6-12-1:5/12-713(a)
5/12-806	Failure to cover school bus sign	6-12-1:5/12-806
5/12-807	Seat belt for driver (school bus)	6-12-1:5/12-807
5/12-808	No fire extinguisher in a school bus	6-12-1:5/12-808
5/12-809	No first aid kit in a school bus	6-12-1:5/12-809
5/12-810	No restraining device for disabled passenger	6-12-1:5/12-810
5/15-106	Failure to fasten loose projecting component	6-12-1:5/15-106
5/15-108	Failure to plank edge of pavement for any vehicle in excess of 8,000 pounds	6-12-1:5/15-108

5/15-109(b)	Spilling load on highway or load not secure	6-12-1:5/15-109(b)
5/15-109.1	Failure to cover load when required	6-12-1:5/15-109.1
5/18c-4604(1)	Operation without current cab card and Illinois identifier stamp	6-12-1:5/18c-4604(1)
5/18c-4604(2)	Transfer a cab card and identifier to a vehicle other than the vehicle for which it was originally executed	6-12-1:5/18c-4604(2)
5/18c-4604(3)	Use of a cab card and Illinois identifier stamp issued to another carrier	6-12-1:5/18c-4604(3)
5/18c-4604(4)	Failure to display or present a cab card and Illinois identifier stamp	6-12-1:5/18c-4604(4)
5/18c-4701(1)	Operating without trade name, license and registration number of carrier painted or affixed to both doors of power unit.	6-12-1:5/18c-4701(1)
25/4	Transporting child under age of 8; restraint system	6-12-1:25/4
25/4a	Children 8 years of age or older but under the age of 19; seat belts	6-12-1:25/4a
40/3-1	Operation of unnumbered snowmobile	6-12-1:40/3-1
40/4-1	Operation of snowmobile without required equipment: 1. 1 white headlamp during darkness 2. 1 rear taillight during darkness 3. Brake system in good mechanical condition 4. Reflective material on each side of cowling 5. Adequate sound suppression equipment	6-12-1:40/4-1
40/5-1(D)	Operation of snowmobile without lighted headlamp and taillight	6-12-1:25/4a

Local ordinance violations of any of the foregoing shall be cited "6-12-1" followed by the applicable act and section number of the Illinois vehicle code as set forth in the left hand column of the above table, and any such citation shall include a description of the violation.

6-12-2: AUTHORITY AND PROCEDURE FOR ISSUANCE OF CITATIONS:

Whenever a police officer, community service officer, parking enforcement officer or other authorized personnel witnesses a violation of this ordinance he or she may, in lieu of arrest and the filing of a citation complaint and/or a notice of appear in court, issue a citation to such alleged violator a vehicular compliance citation which contains, but shall not be limited to the information pursuant to section 6-20-5 D of title 6, chapter 20, of this code.

6-12-3: PENALTIES AND SETTLEMENT OF PENALTY PROCEDURES:

- A. Any person accused of a violation listed in 6-12-1 of this part may settle and compromise the claim pursuant to subsection B of this section and prior to such person being issued a second notice of violation and/or notice to appear.
- B. Vehicular Compliance Citation Violations Penalties; Settlement Of Penalties; Authorization And Procedure: The following procedure regarding settlement and compromise of vehicular compliance citation violations as set forth in this section is hereby authorized:
 - 1. Any operator or occupants who are issued a vehicular compliance citation for a violation listed in section 6-12-1 of this code, may settle and compromise that citation by paying twenty five dollars (\$25.00) to the Village on or before ten (10) days after the date of issuance, not counting the date of issuance. If paid after that date but not less than seven (7) days before the hearing date, the vehicular compliance citation can be settled and compromised for fifty dollars (\$50.00). After that date, upon a finding of liable by the Administrative Hearing Officer whether by default judgment or after an administrative adjudication hearing, the total amount of the fine and penalty shall be a minimum of fifty dollars (\$50.00) not to exceed two hundred and fifty dollars (\$250.00) for each separate violation. Payments received by mail shall be credited as paid on the date received by the Village.
- C. Adjudication Fines and Penalties: Pursuant to sections 6-20-13 and 6-20-14 of title 6, chapter 20, Administrative Adjudication of Parking And Vehicle Compliance Violations any fine, penalty or part of any fine or any penalty assessed in accordance with the provisions of that chapter remaining unpaid after the exhaustion of or the failure to exhaust administrative remedies created under said chapter, and the conclusion of any judicial review procedures, shall be a debt due and owing the village and the village may take the necessary actions to collect said fines and/or penalties.

6-12-4: REGISTRATION PRIMA FACIE EVIDENCE

The fact that an automobile or motor vehicle which is registered with the Secretary of State in the name of said alleged violator shall be considered prima facie proof that said alleged violator was in control of or was the operator of the automobile or vehicle at the time of such alleged violation.

6-12-5: SECOND NOTICE OF VEHICULAR COMPLIANCE VIOLATION

Pursuant to section 6-20-5M of title 6, chapter 20, Administrative Adjudication Of Parking And Vehicle Compliance Violations, if the citation is not settled in accordance with 6-12-3B of this code within ten (10) days of issuance, a second notice of violation and/or notice to appear will be mailed and the respondent shall have the option of avoiding an appearance at an administrative hearing by paying the fine and penalty amount stated on the Second Notice at least seven (7) days prior to the scheduled hearing date. Notices

shall be mailed in accordance with section 6-20-5P of title 6, chapter 20, Administrative Adjudication Of Parking And Vehicle Compliance Violations.

SECTION EIGHT: That Title 6 of the Bartlett Municipal Code is hereby amended to add new Chapter 20 thereto entitled "ADMINISTRATIVE ADJUDICATION OF PARKING AND VEHICLE COMPLIANCE VIOLATIONS", as follows:

**CHAPTER 20
ADMINISTRATIVE ADJUDICATION OF PARKING AND
VEHICLE COMPLIANCE VIOLATIONS**

- 6-20-1: TITLE:**
- 6-20-2: PURPOSE:**
- 6-20-3: ESTABLISHMENT:**
- 6-20-4: ADMINISTRATION:**
- 6-20-5: PROCEDURE:**
- 6-20-6: ADMINISTRATIVE HEARINGS:**
- 6-20-7: FINAL DETERMINATION OF LIABILITY:**
- 6-20-8: VACATE DEFAULT JUDGMENT:**
- 6-20-9: CONTEST IN WRITING PROCEDURES:**
- 6-20-10: SCHEDULE OF FINES AND PENALTIES:**
- 6-20-11: CERTIFIED REPORT; CONTESTING:**
- 6-20-12: JUDICIAL REVIEW:**
- 6-20-13: DEBT TO VILLAGE:**
- 6-20-14: JUDGMENT:**

6-20-1: TITLE:

This chapter shall be entitled the "ADMINISTRATIVE ADJUDICATION OF PARKING AND VEHICLE COMPLIANCE VIOLATIONS".

6-20-2: PURPOSE:

The purpose of this chapter is to provide for the fair and efficient enforcement through administrative adjudication of violations of ordinances regulating the standing and parking of vehicles (Title 6, Chapter 11-1300 of this code entitled "Stopping, Standing and Parking Prohibited in Specified Places"); and the condition and use of vehicle equipment (Title 6, Chapter 12, Section 6-12-1 of this code). The administrative adjudication system set forth in this chapter is established pursuant to the authority conferred by Section 1-2.1-1 et seq. of the Illinois Municipal Code (65 Illinois Compiled Statutes 5/1-2.1-1 et seq.) and Section 11-208.3 of the Illinois Vehicle Code.(625 ILCS 5/11-208.3)

6-20-3: ESTABLISHMENT:

There is hereby created a system providing for the administrative adjudication of vehicular standing and parking violations and vehicle compliance violations. For the purposes of this chapter "compliance violation" or "compliance regulation violations" means a violation

of an ordinance governing the condition or use of equipment on a vehicle or non-moving vehicular regulations.

6-20-4: ADMINISTRATION:

The system of administrative adjudication of vehicular standing and parking violations and vehicle compliance violations shall provide for an ordinance enforcement administrator, an administrative hearing officer, a system coordinator/computer operator, and hearing room personnel with the power, authority and limitations as are hereinafter set forth:

- A. Ordinance Enforcement Administrator: The ordinance enforcement administrator shall be the fiscal services manager or his designee. The ordinance enforcement administrator shall be empowered and is hereby authorized and directed to:
1. Operate and manage the system of administrative adjudication of vehicular standing and parking violations and vehicle compliance violations.
 2. Adopt, distribute and process vehicular standing and parking violations and vehicle compliance citations and other notices as may be required under this chapter or as may be reasonably required to carry out the purpose of this chapter.
 3. Collect money paid as fines and penalties assessed for violations of vehicular standing and parking violations and vehicle compliance violations ordinances.
 4. Certify copies of final determinations of vehicular standing and parking violations and vehicle compliance violations liability and factual reports verifying that the final determination of standing, parking, and compliance regulation violations liability was issued in accordance with this chapter and section 11-208.3 of the Illinois vehicle code, as amended.
 5. Certify reports to the Illinois secretary of state concerning initiation of suspension of driving privileges in accordance with the provisions of this chapter, hereinafter set forth, and those of section 6-306.5 of the Illinois vehicle code, as amended.
 6. Review final determinations of vehicular standing and parking violations and vehicle compliance violations liability, or validity of notice of impending driver's license suspension, in an administrative review capacity in accordance with the provisions of this chapter, hereinafter set forth.
 7. Promulgate rules and regulations reasonably required to operate and maintain the administrative adjudication system hereby created.
 8. Obtain the village attorney's advice and consent regarding the method of collecting unpaid fines and penalties through the Illinois Debt Recovery Offset Portal (IDROP) program through the Illinois State Comptrollers' Office or by either filing complaints in the circuit court or selecting or appointing an individual or agency to act on behalf of this village in filing complaints seeking judgments for unpaid fines or penalties and pursuit of all post judgment remedies available by current law.

B. Administrative Hearing Officer: The administrative hearing officer shall be appointed by the village president with the advice and consent of the village board and shall serve pursuant to the terms set forth in an employment agreement for such services approved by the corporate authorities of the village. The administrative hearing officer shall be subject to removal by the corporate authorities. In making selections, the corporate authorities shall consider all pertinent information, including at a minimum:

1. A candidate's ability to comply with job description as set forth herein.
2. Background and performance data to the village administrator on file with the village, or otherwise obtained by the village.
3. Whether the candidate meets the statutory criteria as an attorney licensed to practice law in the State of Illinois for at least three (3) years.
4. Demonstrate a minimum of three (3) years' experience as an administrative hearing officer for a program of administrative adjudication of municipal ordinance violations; or
5. Successfully complete a formal training program, which includes instruction on the rules of procedure of the administrative hearings which they will conduct; orientation to each subject area of the code violations that they will adjudicate; observation of administrative hearings; and participation in hypothetical cases, including ruling on evidence and issuing final orders pursuant to chapter 65, act 5, section 1-2.1-4(c) of the Illinois municipal code (65 Illinois Compiled Statutes 5/1-2.1-4(c)), as amended.

C. The administrative hearing officer shall:

1. Preside over the administrative hearings, established herein, as the adjudicator.
2. Administer oaths.
3. Hear testimony and/or accept evidence that is relevant to the existence of an ordinance violation.
4. Issue subpoenas to secure the attendance of witnesses and the production of relevant papers or documentation provided the applicable witness fees provided in section 4.3 of the Circuit Courts Act, as amended, have been paid by the party requesting the subpoena.
5. Rule upon objections and the admissibility of evidence.
6. Assess fines and penalties for the violation of vehicular standing, parking, or compliance regulation violations set forth in section 6-20-10 of this chapter.
7. Make a final determination of the liability for any vehicular standing and parking violations and vehicle compliance violations.

8. Provide for the accurate recording of the administrative adjudication hearings, and preserve and authenticate all evidence introduced on the record of the hearing, including all exhibits.
- D. System Coordinator/Computer Operator: The system coordinator/computer operator shall be appointed by the village administrator and is hereby authorized and directed to operate and maintain the computer programs for the administrative adjudication system created in this chapter. The system coordinator/computer operator shall be responsible for entering and tracking data and producing and when applicable, generating written documentation pertaining to:
1. Citation information.
 2. Hearing dates and notice dates.
 3. Fine and penalty assessments and payments.
 4. Issuance of payment receipts.
 5. Succeeding notices of hearing dates, final determination of liability, and notice of impending driver's license suspension, as directed by the ordinance enforcement administrator in accordance with the provisions hereinafter set forth.
 6. Records of appearances and nonappearances at administrative hearings, pleas entered, fines and penalties assessed and paid.
- E. Hearing Room Personnel: The hearing room personnel shall be appointed by the village administrator and shall otherwise be employed as full time village police officers. The hearing room personnel are hereby authorized and directed to:
1. Maintain hearing room decorum.
 2. Have and execute the authority granted to courtroom deputies of the circuit court.
 3. Perform such other duties or acts as may reasonably be required and as directed by the administrative hearing officer or ordinance enforcement administrator.
- F. Multiple Positions: Nothing in this chapter shall be intended to prohibit one person from holding and fulfilling the requirements of one or more of the above stated positions or offices, or prohibit an administrative hearing officer appointed to hear matters under this chapter from serving as the administrative hearing officer appointed to hear matters pursuant to title 1, chapter 15, of this code.
- G. Compensation: Compensation to be paid for each of the above stated positions and office(s) shall be as determined and approved by the corporate authorities of the village.

6-20-5: PROCEDURE:

The system of administrative adjudication of vehicular standing and parking violations and vehicle compliance violations shall be in accordance with the following procedures and final determinations of liability of vehicular standing and parking violations and vehicle compliance violations, validity of notice of impending driver's license suspension, and collections shall be made only in accordance with the provisions set forth below:

- A. Violation Citation or Ticket: A vehicular standing and parking violation and vehicle compliance violation citation or ticket ("citation") shall be issued by the persons authorized herein and shall contain information and shall be served, certified and have evidentiary admissibility as is hereinafter set forth.
- B. Authorization: All police officers, community service officers, the parking enforcement officer and other authorized personnel shall have the authority to issue citations.
- C. Detection Of Violations: Any individual authorized to issue a citation pursuant to this chapter who detects a violation of any applicable provision of this code shall issue and serve a citation as set forth in this chapter.
- D. Contents Of Citation: The vehicular standing and parking violations and vehicle compliance violations citation shall contain, but shall not be limited to, the following information:
 - 1. The date, time and place of the violation.
 - 2. The particular vehicular standing, parking, or vehicle compliance regulation violated.
 - 3. The vehicle make and state registration number.
 - 4. The fine and any penalty which may be assessed for late payment.
 - 5. The identification number of the person issuing the citation and his or her signature which shall certify the correctness of the specified information as provided in section 11-208.3 of the Illinois vehicle code, as amended.
 - 6. Information as to the availability of an administrative hearing at which the registered owner or lessee may appear in person and contest the citation on its merits and the time and manner in which such hearing may be had.
 - 7. Payment of the indicated fine and any late payment penalty shall operate as a final disposition of the violation.
 - 8. Information as to the availability for an adjudication in writing by which the registered owner or lessee may contest in writing without personally appearing the merits of the citation and the manner in which such contest in writing may be had.

- E. Service Of Citations: Service of the citations shall be made by the person issuing such notice by either:
1. Affixing the original or a facsimile of the citation to an unlawfully standing or parked vehicle.
 2. Handing the citation to the registered owner, operator or lessee of the vehicle, if present.
- F. Certification Of Facts Alleged In Citation: The correctness of facts contained in the vehicular standing, parking, or compliance regulation citations shall be certified by the person issuing said notice by either:
1. Signing his or her name to the citation at the time of service.
 2. Signing a single certificate, to be retained by the ordinance enforcement administrator, attesting to the correctness of all citations or printed records produced by the device while under his/her control when the citation is produced by a computer device.
- G. Retention Of Citations: The original or a facsimile of the citation or in the case of a notice produced by a computerized device, a printed record generated by the device showing the facts entered on the notice shall be retained by the ordinance enforcement administrator and kept as a record in the ordinary course of business.
- H. Prima Facie Evidence Of Correctness: Any violation notices, citations issued, signed and served in accordance herewith, or a copy of the notice or the computer generated record, shall be prima facie correct and shall be prima facie evidence of the correctness of the facts shown on the notice.
- I. Admissibility: The violation notices, citations, copies, or computer generated records shall be admissible in any subsequent administrative or legal proceeding.
- J. Action Upon Receiving Citation: A person to whom a citation has been served pursuant to this section shall within ten (10) days from the date of the citation: 1) pay the indicated fine; or 2) complete and submit the Request for Parking Citation Review form to have his or her citation reviewed by the Chief of Police or his or her designee; 3) submit a request to contest the citation in writing and the materials set forth in subsection L of this section to obtain an adjudication in writing; or 4) request an administrative hearing date as set forth in section 6-20-9B of this chapter to contest the charged violation.

If a respondent has completed and timely submitted the "Request for Parking Citation Review" form to have his or her citation reviewed by the Chief of Police or his or her designee. The respondent will receive a copy of the Chief of Police's decision on whether the citation should be dismissed or remain in effect.

- K. Contest In Writing: If the respondent submits documentary evidence to contest in writing pursuant to section 6-20-9 of this chapter, the respondent shall be served with a copy of the administrative hearing officer's determination of liability or nonliability in accordance with section 6-20-9D of this chapter.
- L. Administrative Hearing: If the respondent requests an administrative hearing date to contest the citation, the respondent shall be served with notice of hearing which will include the date, time and location of the hearing in accordance with section 6-20-5P of this chapter. A submitted, complete "Request for a Local Adjudication Hearing Date" form shall be deemed timely if postmarked and mailed or delivered before the due date on the parking or compliance citation.

Where a respondent who has requested an administrative hearing date either fails to pay the indicated fine prior to the hearing or fails to appear at a hearing, a default judgment and determination liability shall be entered and a fine imposed in the applicable amount of the fine indicated on the notice of violation, unless the administrative hearing officer enters a determination of nonliability based on the testimony or other evidence presented during the prove up resulting in a default judgment. Failure to pay the fine within twenty one (21) days of issuance of a determination of liability by default will result in the imposition of a late payment penalty pursuant to section 6-20-10 of this chapter. Upon the occurrence of a final determination of liability, any unpaid fine and penalty will constitute a debt due and owing the village. The respondent shall be served with a notice of the final determination of liability in accordance with section 6-20-7 of this chapter.

- M. Second Notice Of Parking, Standing, Or Compliance Violation: If no response is made in accordance with subsection J of this section, the village ordinance enforcement administrator shall cause a second notice of parking, standing, or compliance violation to be sent to the respondent in accordance with subsection P of this section. The notice shall specify the date and location of the violation, the make and state registration number of the cited vehicle, the code provision violated, the applicable fine, and the time and manner in which the respondent may obtain an adjudication in writing or appear at the scheduled hearing to contest the violation.

The second notice of parking, standing, or compliance violation shall also state that failure to pay the indicated fine and any applicable penalty, or to appear at a hearing or contest a vehicular standing, parking, or vehicle compliance violation in writing on the merits in the time and manner specified, will result in a default judgment and final determination of liability for the cited violation in the amount of the fine or penalty indicated, and that upon the occurrence of a final determination of violation liability for the failure, and the exhaustion of, or failure to exhaust, available administrative or judicial procedures for review, or any unpaid fine or penalty, or both, will constitute a debt due and owing the village.

The respondent shall have the option of avoiding an appearance at an administrative hearing by completing either of the following options at least seven (7) days prior to the scheduled hearing date set forth in the second notice of parking, standing, or compliance violation: 1) paying the fine and penalty amount, or 2) file a request to

contest the citation in writing pursuant to section 6-20-9B of this chapter. Payment of the fine is an admission of liability and will act as a final disposition of the violation.

N. Final Determination of Liability: A notice of final determination of vehicular standing, parking, or vehicle compliance liability shall be sent following a determination of liability, or upon conclusion of any administrative or judicial review, as is hereinafter set forth, and the notice shall contain, but not be limited to, the following information and warnings:

1. A statement that the unpaid fine or penalty, or both is a debt due and owing the village.
2. A warning that failure to pay the fine or penalty due and owing the village within fourteen (14) days of the issuance of the final determination of liability may result in the village utilizing the Illinois Debt Recovery Offset Portal (IDROP) program through the Illinois State Comptrollers' Office as a lawful means of collecting the judgment, or the filing of a petition in the Circuit Court to have the unpaid fine or penalty, or both, rendered a judgment as provided by this section.
3. A warning that the person's driver's license may be suspended for failure to pay fines and/or penalties for ten (10) or more vehicular standing and/or parking regulation violations under section 6-306.5 of the Illinois Vehicle Code (625 ILCS 5/6-306.5), as amended, and incorporated herein by reference.

O. Notice of Impending Driver's License Suspension: A notice of impending suspension of a person's driver's license shall be sent to any person determined to be liable for the payment of any fine or penalty that remains due and owing, or both, on ten (10) or more vehicular standing and/or parking regulation violations:

1. The notice shall state that the failure to pay the fine or penalty owing, or both, within forty five (45) days of the date of the notice will result in the village's notifying the Illinois Secretary of State that the person is eligible for initiation of suspension proceedings under section 6-306.5 of the Illinois vehicle code, as amended, and incorporated herein by reference.
2. The notice of impending driver's license suspension shall be sent by first class United States mail, postage prepaid, to the address recorded with the Illinois Secretary of State.
3. The notice shall also state the person may obtain a photostatic copy of an original citation or, in the case of a ticket produced by a computerized device, a signed single certificate of the citation imposing a fine or penalty by sending a self-addressed, stamped envelope to the village along with a request to the ordinance enforcement officer for the photostatic copy or certificate.

P. Notices: The ordinance enforcement administrator shall serve the notice of hearing, the second notice of parking, standing, or compliance violation, the administrative hearing officer's notice of determination of liability, the notice of final determination of

liability, and the notice of impending driver's license suspension, where applicable, by first class mail, postage prepaid, to the address of the registered owner of the cited vehicle as recorded with the Secretary of State or, if any notice to that address is returned as undeliverable, to the last known address recorded in a United States Post Office approved database, or, under section 11-1306, or subsection (p) of section 11-208.6 or 11-208.9, or subsection (p) of section 11-208.8 of the Illinois vehicle code, to the lessee of the cited vehicle at the last address known to the lessor of the cited vehicle at the time of lease or, if any notice to that address is returned as undeliverable, to the last known address recorded in a United States Post Office approved database. The service shall be deemed complete as of the date of deposit in the United States mail.

If the vehicle is registered in a state other than Illinois, the ordinance enforcement administrator shall send the appropriate notice to the address of the registered owner as recorded in such other state's registry of motor vehicles.

6-20-6: ADMINISTRATIVE HEARINGS:

An administrative hearing to adjudicate the alleged vehicular standing and parking violations and vehicle compliance violations on its merits shall be conducted in accordance with the following provisions:

- A. **Persons Entitled To Hearings:** The registered owner or operator of a vehicle cited for a vehicular standing and/or parking regulation violation or a vehicle compliance violation shall be entitled to an administrative hearing pursuant to section 11-208.3 of the Illinois vehicle code, as amended, and may contest the merits of the alleged violation, and during which formal or technical rules of evidence shall not apply. The lessee of the cited vehicle shall also be entitled to an administrative hearing pursuant to section 11-1306 of the Illinois vehicle code, as amended, both statutory provisions being incorporated into this chapter by reference.
- B. **Hearing Dates:** Hearing dates shall be at the date, time and place as is set forth in the citation issued and served, or such additional notices issued in accordance with this chapter.
- C. **Recordings:** Hearings shall be recorded.
- D. **Failure to Appear:** Persons who do not appear on their scheduled administrative hearing date shall have a default judgement entered against them.
- E. **Administrative Hearing Officer's Determination:** Hearings shall result in a default judgment or a determination of liability or nonliability, made by the administrative hearing officer, who shall consider facts testimony and/or other evidence without the application of formal or technical rules of evidence.

The administrative hearing officer shall, upon a determination of liability, assess fines and/or penalties in accordance with section 6-20-10 of this chapter.

The notice of the determination of the administrative hearing officer shall be served either in person at the administrative hearing or by first class mail, postage prepaid. If mailed, service of the notice of determination shall be complete on the date the notice is placed in the United States mail.

- F. Representation By Attorney: Persons appearing to contest the alleged vehicular standing and parking violation and vehicle compliance violation on its merits may be represented by counsel at their own expense, present witnesses, and cross examine opposing witnesses. Parties may request the administrative hearing officer to issue subpoenas to direct the attendance and testimony of relevant witnesses and the production of relevant documents.
- G. Review: The final determination of any matter which may be decided by the administrative hearing officer may be reviewed as is hereinafter set forth.

6-20-7: FINAL DETERMINATION OF LIABILITY:

A final determination of vehicular standing and parking violations and vehicle compliance violations liability shall occur following the failure to pay the total assessed fine and penalty after the administrative hearing officer's determination of liability and the exhaustion of or the failure to exhaust any judicial review procedures set forth in sections 6-20-12 of this chapter; or the failure to file a petition to vacate a default judgment as set forth in 6-20-8 of this chapter.

In regard to final determinations of liability of vehicular standing and parking violations and vehicle compliance violations made under this chapter, the administrative hearing officer's determination of liability shall become final upon denial of a timely petition to vacate and/or set aside that determination, or upon expiration of the period for filing the petition to vacate without a filing have been made where a person fails to appear at a hearing to contest the alleged violation in the time and manner specified in a prior mailed notice.

6-20-8: VACATE DEFAULT JUDGMENT:

A petition to vacate or set aside a default judgment and determination of liability may be filed by a person owing an unpaid fine or penalty in the manner and subject to the restrictions and grounds hereinafter set forth:

- A. A petition to set aside a default judgment and determination of liability must be filed with the ordinance enforcement administrator in the police records department within, but not later than, twenty one (21) days from the date the determination of liability is made.
- B. The administrative hearing officer shall act upon the petitions timely filed and render a decision thereon within thirty (30) days of the date filed.
- C. The grounds for setting aside a determination of liability shall be limited to the following:

1. The person against whom the determination of liability is made was not the owner or lessee of the cited vehicle on the date the vehicular standing and parking violation or vehicle compliance violation citation was issued.
 2. The person having paid the fine and any penalty.
 3. Excusable failure to appear at or request a new date for a hearing.
- D. Should the default judgment and determination of liability by the administrative hearing officer be set aside, the ordinance enforcement administrator shall:
1. Notify the registered owner, or lessee, as the case may be, that the determination of liability has been set aside.
 2. Notify the registered owner, or lessee, as the case may be, of the date, time and place for a new hearing on the merits of the violation for which determination of liability has been set aside.
 3. Notice of setting aside of the determination of liability and the notice of the hearing date shall be by first class mail, postage prepaid, to the address set forth on the petition to set aside the determination of liability.
 4. Service of the notice shall be complete on the date the notices are deposited in the United States mail.

6-20-9: CONTEST IN WRITING PROCEDURES:

Any person who has been served a vehicular standing, parking, or compliance regulation citation, in accordance with this chapter, may contest the validity of the alleged violation without personally appearing at an administrative hearing by:

- A. Completing, in full the "Contest a Citation in Writing" portion of the "Request for a Local Adjudication Hearing Date" form, and filing it with the ordinance enforcement officer in the police records department, postmarked and mailed or delivered before the due date on the parking or compliance citation.

Signing the space on the "Request for a Local Adjudication Hearing Date" form and acknowledging that his or her personal appearance at the administrative hearing is waived and thereby consents to the administrative hearing officer making his/her determination of liability decision based on the statement/testimony and any documentation that was provided by the respondent with his or her request; OR

- B. Completing, in full the "Request for a Written Local Adjudication Hearing" form, and filing it with the ordinance enforcement officer or the police records department, postmarked and mailed or delivered not less than seven (7) days before the scheduled hearing date set forth in the second notice of parking, standing or compliance violation issued pursuant to Section 6-20-5M of this chapter.

Signing the space on the "Request for a Written Local Adjudication Hearing" form and acknowledging that his or her personal appearance at the local adjudication hearing is waived and thereby consents to the administrative hearing officer making his/her determination of liability decision based on the statement/testimony and any documentation provided by the respondent with his or her request.

- C. **Determination Of Liability:** Upon review of the materials submitted in accordance with subsections A or B of this section, the administrative hearing officer shall make a determination of liability or nonliability. The administrative hearing officer shall, upon a determination of liability, assess fines and penalties in accordance with section 6-20-10 of this chapter.

The administrative hearing officer's decision will be final and the respondent has the right to appeal the administrative hearing officer's decision by filing for judicial review under the provisions of the Illinois Administrative Review Law (735 ILCS 5/3-101, et seq.).

- D. **Notice Of Determination of Liability:** Notice of the determination of liability of the administrative hearing officer shall be served upon the person contesting a citation in writing by first class mail, postage prepaid, addressed to the person at the address set forth in the materials submitted in accordance with subsections A or B of this section.
- E. **Service Of Notice:** Service of the notice of determination for the contest in writing procedures submitted in accordance with this Section shall be deemed complete as of the date of deposit in the United States mail.
- F. **Other Provisions Applicable:** All other provisions of this chapter shall apply equally to persons contesting the citation in writing.

6-20-10: SCHEDULE OF FINES AND PENALTIES:

- A. Citations issued pursuant to section 6-11-1305.1 of chapter 11-1300 STOPPING, STANDING AND PARKING are subject to the fines and/or penalties and settlement time periods set forth in section 6-11-1305.2 of said chapter 11 of title 6 of this Code.
- B. Citations issued pursuant to section 6-12-1 of chapter 12 VEHICLE COMPLIANCE CITATIONS are subject to the fines and/or penalties, and settlement time periods set forth in section 6-12-3 of said chapter 12 of title 6 of this Code.
- C. **Settlement:** The person receiving said notice of such of vehicular standing and parking violations and vehicle compliance violations may pay the fine and penalty imposed for such ordinance violation by paying the amount specified in said notice or citation to the Village up until seven (7) days before the administrative hearing date.

6-20-11: CERTIFIED REPORT; CONTESTING IMPENDING DRIVERS LICENSE SUSPENSION:

Certified reports shall be made to the Illinois Secretary of State, in accordance with section 6-306.5 of the Illinois vehicle code, when a person fails to pay ten (10) or more vehicular standing and/or parking regulation violations in accordance with the following provisions:

- A. Upon a failure to pay fines and penalties deemed due and owing the village after the exhaustion of administrative procedures set forth herein for ten (10) or more vehicular parking regulation violations, the ordinance enforcement administrator shall make a certified report to the Secretary of State, in accordance with section 6-306.5 of the Illinois vehicle code, stating that the owner of a registered vehicle has failed to pay any fine or penalty due and owing the village as a result of ten (10) or more violations of village vehicular standing and/or parking regulations and thereby cause the suspension of that person's driver's license.
- B. The ordinance enforcement administrator shall assess a fee against the person named in the certified report to reimburse the village for the expense of filing the certified report with the Secretary of State.
- C. If a person named in a certified report has paid the previously reported fine or penalty or if the report is determined by the ordinance enforcement administrator to be in error, the ordinance enforcement administrator shall notify the Secretary of State in accordance with section 6-306.5(d) of the Illinois vehicle code. A certified copy of such notification shall be given, upon request and at no charge, to the person named therein. Upon receipt of the municipality's or county's notification or presentation of a certified copy of such notification, the Secretary of State shall terminate the suspension.
- D. Persons may challenge the accuracy of the certified report within seven (7) days after receiving notice from the Secretary of State by completing the "License Suspension Review" form available from the ordinance enforcement administrator. The license suspension review request shall specify the grounds on which such challenge is based. Grounds for challenge shall be limited to the following:
 - 1. The person was neither the owner nor the lessee of the vehicle receiving ten (10) or more citations on the date or dates such notices were issued; or
 - 2. The person has paid the fine and any penalties for the ten (10) or more violations indicated on the certified report.
- E. The ordinance enforcement administrator shall render a determination within fourteen (14) business days of receipt of the license suspension review request and shall notify the objector of the determination.
- F. A person may contest an impending suspension or a suspension thru the Secretary of State's adjudication hearing process upon filing a timely written request with the

Secretary of State in accordance with the Secretary of State's rules and/or procedures therefor.

6-20-12: JUDICIAL REVIEW:

Judicial review of determinations of liability of vehicular standing and parking violations and vehicle compliance violations made under this chapter shall be subject to the provisions of the administrative review law as set forth in 735 Illinois Compiled Statutes 5/3-101 et seq., as amended and incorporated herein by reference.

6-20-13: DEBT TO VILLAGE:

Any fine, penalty or part of any fine or any penalty assessed in accordance with the provisions of this chapter remaining unpaid after the exhaustion of or the failure to exhaust administrative remedies created under this chapter, and the conclusion of any judicial review procedures, shall be a debt due and owing the village and, as such, may be collected in accordance with the applicable law, including, but not limited to, the utilization of the Illinois Debt Recovery Offset Portal (IDROP) program through the Illinois State Comptrollers' Office. Any fees or costs incurred by the village with respect to attorneys or private collection agents retained by the village for the collection of debts, or filing certified reports with the Secretary of State pursuant to this chapter shall be charged to the offender. Payment in full of any fine, or penalty resulting from a standing, parking, or compliance violation shall constitute a final disposition of that violation.

6-20-14: JUDGMENT:

The ordinance enforcement administrator shall, following the expiration of the period within which administrative or judicial review may be sought for a final determination of violation, take all necessary actions, execute all required documents and subject to the advice and consent of the village attorney, appoint or retain any individual or agency deemed appropriate to obtain a judgment against and collect monies from the persons who have been assessed fines or penalties which remain unpaid and have become a debt due and owing the village in accordance with this chapter and section 11-208.3 of the Illinois vehicle code, as amended, by:

- A. Filing a complaint in the circuit court praying for the entry of a judgment against the person for whom a final determination of vehicular standing and parking violations and vehicle compliance violations liability has been made.
- B. The complaint filed by the ordinance enforcement administrator or individual or agency on behalf of the village seeking entry of a judgment against an individual for unpaid fines and/or penalties pursuant to a final determination of vehicular standing and parking violations and vehicle compliance violations shall have appended thereto:
 - 1. A certified copy of the final determination of the vehicular standing and parking violations and vehicle compliance violations; and
 - 2. A certification that recites facts sufficient to show that the final determination of vehicular standing and parking violations and vehicle compliance violations were

issued in accordance with this chapter and section 11-208.3 of the Illinois vehicle code, as amended.

- C. Nothing shall prevent the village from consolidating multiple final determinations of vehicular standing and parking violations and vehicle compliance violations liability in an action in the circuit court against an individual or an entity.
- D. Pursuing all available remedies, allowed by law, to collect money judgments.
- E. Service of summons and a copy of the complaint may be served upon the person or entity against whom a judgment is sought under the provisions of this chapter by any method provided under section 2-203 of the Illinois code of civil procedure³, as amended, incorporated by reference, or by certified mail, return receipt requested, provided the total amount of fines and penalties for final determination of vehicular standing and parking violations and vehicle compliance violations does not exceed two thousand five hundred dollars (\$2,500.00).

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

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

ROLL CALL VOTE:

AYES:
NAYS:
ABSENT:

PASSED:
APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

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

Lorna Giles



Agenda Item Executive Summary

Item Name Lake Michigan Water Receiving Facilities
Phase 1 Lake Michigan Water Receiving Station -
Ratifying and Approving the Agreement between
Joseph J. Henderson & Son, Inc. and the Village
of Bartlett Committee
or Board Board

BUDGET IMPACT

Amount:	\$7,126,000.00	Budgeted	\$7,900,000.00
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List what fund Water Fund - IEPA Low Interest Loan

EXECUTIVE SUMMARY

As you are aware, bids were opened and read on June 13, 2018 for the Lake Michigan Water Receiving Facilities Phase 1 Lake Michigan Water Receiving Station Project. Six bids were received and ranged from \$6.92 M to \$8.147 M. The low bidder, Williams Brothers Construction, Inc., could not meet our insurance requirements therefore we moved forward with the next low bidder, Joseph J. Henderson & Son, Inc. We confirmed that Joseph J. Henderson & Son, Inc. met the insurance requirements and are the lowest responsible and responsive bidder meeting the specifications. Their bid was in the amount of \$7,126,000. The IEPA reviewed and approved all of Joseph J. Henderson & Son, Inc.'s bid documents as well.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Exhibits

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2018-_____, a resolution ratifying and approving the agreement between Joseph J. Henderson & Son, Inc. and the Village of Bartlett for the Lake Michigan Receiving Station Project.

Staff: Dan Dinges, Director of Public Works

Date: 08/13/18

Memo

DATE: August 13, 2018

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Lake Michigan Water Receiving Facilities
Phase 1 Lake Michigan Water Receiving Station – Ratifying and
Approving the Agreement between Joseph J. Henderson & Son, Inc. and
the Village of Bartlett

As you are aware, bids were opened and read on June 13, 2018 for the Lake Michigan Water Receiving Facilities Phase 1 Lake Michigan Water Receiving Station Project. Six bids were received and ranged from \$6.92 M to \$8.147 M. The low bidder, Williams Brothers Construction, Inc., could not meet our insurance requirements therefore we moved forward with the next low bidder, Joseph J. Henderson & Son, Inc. We confirmed that Joseph J. Henderson & Son, Inc. met the insurance requirements and are the lowest responsible and responsive bidder meeting the specifications. Their bid was in the amount of \$7,126,000. The IEPA reviewed and approved all of Joseph J. Henderson & Son, Inc.'s bid documents as well.

MOTION: I move to approve Resolution 2018-_____, a resolution ratifying and approving the agreement between Joseph J. Henderson & Son, Inc. and the Village of Bartlett for the Lake Michigan Receiving Station Project.

RESOLUTION 2018 – _____

**A RESOLUTION RATIFYING AND APPROVING THE AGREEMENT
BETWEEN JOSEPH J. HENDERSON & SON, INC. AND THE VILLAGE OF
BARTLETT FOR THE LAKE MICHIGAN RECEIVING STATION PROJECT**

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

SECTION ONE: That the contract for the construction of the Lake Michigan Water Receiving Facilities Phase 1 Lake Michigan Water Receiving Station (the "Project") is awarded to Joseph J. Henderson & Son, Inc. (the "Contractor"), being the lowest responsive and responsible bidder meeting the specifications for the Project, retroactively to July 27, 2018.

SECTION TWO: The Agreement between Joseph J. Henderson & Son, Inc. and the Village of Bartlett dated July 27, 2018 (the "Agreement") for the construction of the Project for the sum of \$7,126,000, a copy of which is attached hereto as Exhibit A, is hereby ratified and approved, and the Village President and Village Clerk are authorized retroactively to said date to execute and attest to the Agreement.

SECTION THREE: The Notice of Award dated July 19, 2018, a copy of which is attached hereto as Exhibit B, and the Notice to Proceed dated July 27, 2018, a copy of which is attached hereto as Exhibit C, are also ratified and the Village President's signature thereon is hereby authorized retroactively to the respective dates of execution appearing thereon.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: August 21, 2018

APPROVED: August 21, 2018

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2018 - _____ enacted on August 21, 2018, and approved on August 21, 2018, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

AGREEMENT

THIS AGREEMENT, made this 27th day of July, 20 18, by and between the Village of Bartlett, hereinafter called "Owner" and Joseph J. Henderson & Son, Inc., 4288 Old Grand Avenue, Gurnee, IL 60031 doing business as a corporation, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of the LAKE MICHIGAN WATER RECEIVING FACILITIES PHASE 1 LAKE MICHIGAN WATER RECEIVING STATION.

2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.

3. The Contractor will commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will substantially complete the same within 300 consecutive calendar days and complete the same within 365 consecutive calendar days unless the period for completion is extended otherwise by the Contract Documents.

4. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ 7,126,000.00, or as shown in the Bid Schedule.

5. The term "Contract Documents" means and includes the following:

- (A) Advertisement for Bids
- (B) Information for Bidders
- (C) Bid
- (D) Bid Bond
- (E) Agreement
- (F) Payment Bond
- (G) Performance Bond
- (H) Notice of Award
- (I) Notice to Proceed
- (J) Change Order
- (K) Drawings
- (L) Specifications
- (M) All Bonds, Insurance Certificates and Policies mentioned or referenced to in the foregoing Documents.

(N) Any and all other Documents or pages included or referenced to in the foregoing Documents.

(O) Addenda:

No. 1, dated May 31, 2018

No. 2, dated June 6, 2018

No. 3, dated June 8, 2018

No. 4, dated June 11, 2018

6. The Owner will pay to the Contractor in the manner and at such times, such amounts as required by the Contract Documents.

7. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA Financial Assistance Agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this Contract or other legally available remedies.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

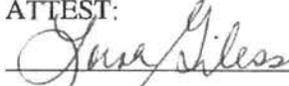
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in **four** original counterparts, each of which shall be deemed an original on the date first above written.



(Please Type)

(SEAL)

ATTEST:



Name Lorna Giles

(Please Type)

Title Village Clerk

(Please Type)

(SEAL)

ATTEST:



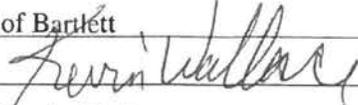
Name Linda Zoetmulder

(Please Type)

Title Assistant Secretary

OWNER:

Village of Bartlett

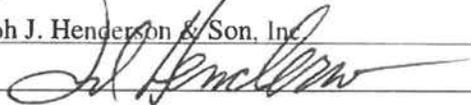
By 

Name Kevin Wallace

Title Village President

CONTRACTOR:

Joseph J. Henderson & Son, Inc.

By 

Name David Henderson

Address 4288 Old Grand Avenue

Gurnee, IL 60031

NOTICE OF AWARD

To: Joseph J. Henderson & Son, Inc.

4288 Old Grand Ave.

Gurnee, IL 60031

Project Description: LAKE MICHIGAN WATER RECEIVING FACILITIES PHASE 1 LAKE MICHIGAN WATER RECEIVING STATION

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated April 27, 2018 and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$7,126,000.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this day of July 19, 2018.

Village of Bartlett, Illinois

(Owner)

By Kevin Wallace
Kevin Wallace

Title: Village President

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged,

By Joseph J. Henderson & Son, Inc.

this the 27th day of July, 20 18.

By David Henderson

Title David Henderson, President

NOTICE TO PROCEED

To: Joseph J. Henderson & Son, Inc.
4288 Old Grand Avenue
Gurnee, IL 60031

Date: July 27, 2018

Project: LAKE MICHIGAN WATER RECEIVING FACILITIES PHASE 1 LAKE MICHIGAN WATER RECEIVING STATION

You are hereby notified to commence Work in accordance with the Agreement dated July 27th, 2018, on or before July 27th, 2018, and you are to substantially complete the Work within 300 consecutive calendar days thereafter and complete the Work within 365 consecutive calendar days thereafter.

The date of substantial completion is therefore May 23rd, 2019.

The date of completion of all Work is therefore July 27th, 2019.

Village of Bartlett, Illinois
(Owner)
By: Kevin Wallace
Kevin Wallace
Title Village President

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____

Joseph J. Henderson & Son, Inc.

this the 27th day of

July, 20 18.

By: David Henderson

Title David Henderson, President



Agenda Item Executive Summary

Item Name 2nd Amendment to the DuPage Water Commission Water Purchase and Sale Contract Committee or Board Board

BUDGET IMPACT			
Amount:	\$3,761,625.25	Budgeted	\$4,500,000
List what fund	Water Fund		
EXECUTIVE SUMMARY			
<p>As you are aware, the DuPage Water Commission (DWC) is currently under construction with the 30" transmission main that will supply Bartlett with Lake Michigan water. In addition to the 30" water main to supply the Lake Michigan Water Receiving Station, the Village needs to install a 24" water main along Stearns Rd. from Bittersweet Dr. to S. Bartlett Rd. and a 16" water main along Stearns Rd. from S. Bartlett Rd. to Kent Circle. These projects are to be funded by the Village. Unfortunately, we did not receive IEPA loan funds for this project during the July funding cycle and the next funding opportunity would be too late (January 2019) to be completed by May 2019. Therefore we looked at alternative funding options.</p> <p>Due to favorable bids on the DWC transmission main and metering station there is approximately \$4,000,000 available of the \$21,000,000 that DWC loaned the Village. We asked DWC if we could utilize the remaining loan funds from the 30" transmission main project. Although the DWC loan was to be used for the DWC projects only, DWC said that it would allow the Village to add our 24" and 16" mains to the loan if DWC issued a change order to their contractor installing the 30" main, Benchmark Construction. Benchmark Construction has agreed to hold their unit prices and provided a change order amount of \$3,761,625.25 which will be added to the loan from DWC to the Village.</p> <p>We recommend that the Village Board approve the 2nd amendment to the Water Purchase and Sale Contract and utilize the remaining DWC loan funds up to the \$21,000,000 loan.</p>			
ATTACHMENTS (PLEASE LIST)			
Memo, 2 nd Amendment to DWC Water Purchase & Sale Agreement, Resolution			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move the Village Board approve Resolution 2018 - _____, a Resolution Approving of the Second Amendment to the DuPage Water Commission Water Purchase and Sale Contract with the Village of Bartlett for the Village of Bartlett Unit System.

Staff: Dan Dinges, Director of Public Works Date: 08/13/18

Memo

DATE: August 13, 2018

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: 2nd Amendment to the DuPage Water Commission Water Purchase and Sale Contract

As you are aware, the DuPage Water Commission (DWC) is currently under construction with the 30" transmission main that will supply Bartlett with Lake Michigan water. In addition to the 30" water main to supply the Lake Michigan Water Receiving Station, the Village needs to install a 24" water main along Stearns Rd. from Bittersweet Dr. to S. Bartlett Rd. and a 16" water main along Stearns Rd. from S. Bartlett Rd. to Kent Circle. These projects are to be funded by the Village. Unfortunately, we did not receive IEPA loan funds for this project during the July funding cycle and the next funding opportunity would be too late (January 2019) to be completed by May 2019. Therefore we looked at alternative funding options.

Due to favorable bids on the DWC transmission main and metering station there is approximately \$4,000,000 available of the \$21,000,000 that DWC loaned the Village. We asked DWC if we could utilize the remaining loan funds from the 30" transmission main project. Although the DWC loan was to be used for the DWC projects only, DWC said that it would allow the Village to add our 24" and 16" mains to the loan if DWC issued a change order to their contractor installing the 30" main, Benchmark Construction. Benchmark Construction has agreed to hold their unit prices and provided a change order amount of \$3,761,625.25 which will be added to the loan from DWC to the Village.

We recommend that the Village Board approve the **2nd amendment to the Water Purchase and Sale Contract and utilize the remaining DWC loan funds up to the \$21,000,000 loan.**

Motion: I move the Village Board approve Resolution 2018 - _____, a Resolution Approving of the Second Amendment to the DuPage Water Commission Water Purchase and Sale Contract with the Village of Bartlett for the Village of Bartlett Unit System.

RESOLUTION 2018 - _____

**A RESOLUTION APPROVING OF THE SECOND AMENDMENT TO THE
DUPAGE WATER COMMISSION WATER PURCHASE AND SALE CONTRACT**

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 Second Amendment to the DuPage Water Commission Water Purchase and Sale Contract with the Village of Bartlett for the Village of Bartlett Unit System dated August 21, 2018, between the Village of Bartlett and the DuPage Water Commission (the "Second Amendment"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Second Amendment 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 21, 2018

APPROVED: August 21, 2018

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2018 - _____ enacted on August 21, 2018, and approved on August 21, 2018, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**SECOND AMENDMENT TO THE DUPAGE WATER COMMISSION
WATER PURCHASE AND SALE CONTRACT WITH THE VILLAGE OF BARTLETT
FOR THE VILLAGE OF BARTLETT UNIT SYSTEM**

This Second Amendment to the February 7, 2017 Water Purchase and Sale Contract, dated as of August 16, 2018, (the “Second Amendment”) by and between the **DUPAGE WATER COMMISSION**, DuPage, Cook and Will Counties, State of Illinois (the “Commission”), a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 6/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/1 *et seq.* (collectively, the “Acts”), and the **VILLAGE OF BARTLETT**, Illinois, a municipal corporation duly organized and existing under the laws of the State of Illinois (“Bartlett”);

W I N E S S E T H:

WHEREAS, the Commission has been organized under the Acts to supply water within its territorial limits; and

WHEREAS, Bartlett is in the process of designing and constructing a waterworks system that will be owned and operated by Bartlett and extended or improved from time to time to meet the potable water requirements of all residents and businesses to be served with water from Bartlett; and

WHEREAS, pursuant to the Acts, Article VII, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the Commission and Bartlett are authorized to enter into this Contract; and

WHEREAS, the Commission and Bartlett entered into a Water Purchase and Sale Contract dated February 7, 2017 (the “Original Contract”) to, *inter alia*, provide water to Bartlett along with building certain improvements on behalf of Bartlett; and

WHEREAS, the Commission and Bartlett entered into a First Amendment to the Water Purchase and Sale Contract dated May 15, 2018 (the “First Amendment”) to, *inter alia*, provide water to Bartlett along with building certain improvements on behalf of Bartlett; and

WHEREAS, Bartlett has encountered obstacles to building certain of the necessary improvements in a timely manner; and

WHEREAS, to allow Bartlett to purchase water sooner than otherwise would have been possible, Bartlett has requested that the Commission build the improvements set forth in the plans attached hereto as Exhibit A (the “New Stearns Transmission Mains”); and

WHEREAS, Bartlett will pay the Commission for the cost of constructing the New Stearns Transmission Mains under the Restated and Intergovernmental Agreement Concerning The Loan For Connection Facilities To Implement Water Service To The Village Of Bartlett; and

WHEREAS, having the Commission build the 18” and 24” Bartlett Transmission Mains will provide cost savings to both the Commission and Bartlett, as well as allowing the Commission to sell water earlier to Bartlett.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Commission and Bartlett hereby agree as follows:

SECTION 1. PREAMBLES.

The preambles hereto are hereby incorporated herein by this referenced and are made fully a part of this Second Amendment.

SECTION 2. PRIOR AGREEMENTS.

Except as expressly amended by this Second Amendment, the Original Contract and the First Amendment shall remain in full force and effect in accordance with its terms, provisions and conditions. The Original Contract, the First Amendment and the Second Amendment are collectively known as the “Water Purchase and Sale Contract.”

SECTION 3. DEFINITIONS.

Except as otherwise set forth in this Second Amendment, all capitalized terms used herein will have the respective meanings given them in the Original Contract and the First Amendment.

SECTION 4. CONSTRUCTION OF NEW STEARNS TRANSMISSION MAINS.

In addition to any other Connection Facilities being constructed by the Commission under the Original Contract and the First Amendment, the Commission shall construct the New Stearns Transmission Mains. The Commission shall not be liable for any delay in the completion of any Connection Facilities caused by the Commission’s construction of the New Stearns Transmission Mains. To the fullest extent permitted by law, Bartlett shall indemnify and hold the Commission harmless from any and all claims, losses and injuries (including attorneys’ fees) that may arise due to the Commission’s construction of the New Stearns Transmission Mains.

SECTION 5. CONNECTION FACILITIES COST.

The definition of the Connection Facilities Cost in the Original Contract under Subsection 2T shall also include any additional costs incurred by the Commission to construct the New Stearns Transmission Mains.

SECTION 6. CONNECTION FACILITIES COST PAYMENT.

Subsection 7C of the Original Contract is deleted in its entirety and the following language is substituted therefor:

“Bartlett shall pay to the Commission its Connection Facilities Cost. Prior to the Commission’s commencement of design of the Commission Connection Facilities pursuant to Subsection 10H of the Original Contract, Bartlett and the Commission shall enter into an Intergovernmental Agreement Concerning The Loan For Connection Facilities To Implement Water Service To The Village Of Bartlett (the “Connection Facilities Cost IGA”) substantially in the form attached hereto as Exhibit H for a loan in an amount not to exceed \$21,000,000 (the “Commitment Amount”), which is the current estimated sum of: (i) all legal, engineering, consulting and administrative costs and expenses incurred or accrued in connection with the review and processing plans for the Bartlett Unit System Connection Facilities and in connection with the negotiation, preparation, consideration and review of the Water Purchase and Sale Contract, (ii) 125% of the Commission’s estimate of the total cost of construction of the Commission Connection Facilities, including without limitation all legal, engineering, consulting and administrative costs and expenses; and (iii) any costs incurred by the Commission to construct the New Stearns Transmission Mains. As of the date of the Original Contract, the Commission’s estimate of the total cost of construction of the Commission Connection Facilities, including legal, engineering, consulting and administrative costs and expenses, is set forth in Exhibit B-2 attached to the Original Contract. The Commission may draw upon the Commitment Amount, without Bartlett’s consent, but may only employ the proceeds to pay for the Connection Facilities Cost invoiced to, or otherwise documented by, the Commission and the

Commission shall promptly notify Bartlett of any such withdrawals in compliance with the terms of the Connection Facilities Cost IGA. If at any time the Commission reasonably determines that the funds remaining in the Commitment Amount are not, or may not be, sufficient to pay in full the remaining unpaid Connection Facilities Cost (the "Possible Shortfall"), then the Commission shall notify Bartlett of the Possible Shortfall, and if the parties do not agree within 30 days of said notice to increase the amount of the Commitment Amount to an amount reasonably determined by the Commission to be sufficient to pay in full the remaining unpaid Connection Facilities Cost, Bartlett shall within 10 days deposit the amount of the Possible Shortfall with the Commission. Failure to so deposit the amount of the Possible Shortfall within the 10-day time period shall be grounds for the Commission to retain a possessory lien upon any remaining balance of the Commitment Amount (as damages security) and terminate the Water Purchase and Sale Contract. Upon final payment of all amounts due under all executed contracts for the design, construction and inspection of the Commission Connection Facilities, the final loan amount under the Connection Facilities Cost IGA shall be set and the Commission shall not be obligated to lend any further funds to Bartlett. Bartlett's obligation to make the Connection Facilities Cost payments as required hereunder is unconditional and irrevocable, payable without setoff or counterclaim, and irrespective of whether Lake Water is ever furnished, made available, or delivered to Bartlett, or whether the Waterworks System is completed, operable, or operating, and notwithstanding suspension, interruption, interference, reduction, or curtailment of the supply of Lake Water."

SECTION 7. OWNERSHIP OF NEW STEARNS TRANSMISSION MAINS.

At the completion of the construction of the New Stearns Transmission Mains, Bartlett shall own and possess the New Stearns Transmission Mains and shall become a part of the

Bartlett Unit System. Within the exercise of reasonable business judgment in the manner so as not to cause of a default hereunder, Bartlett shall dispose of the New Stearns Transmission Mains only to the extent that such property is no longer useful or profitable in the operation of the Bartlett Unit System.

SECTION 8. PROPERTY ACQUISITION.

Bartlett shall cooperate with the Commission in the construction of the New Stearns Transmission Mains. Bartlett is responsible for acquiring all necessary real property and easements to build the New Stearns Transmission Mains and shall ensure the right and access to the area necessary for the Commission to build the New Stearns Transmission Mains prior to construction of the New Stearns Transmission Mains free and clear of all liens, claims, encumbrances and restrictions unless otherwise approved by the Commission in writing, provided the Commission agrees to restore the easement property in a reasonable manner after construction. Bartlett shall grant the Commission all access to its property and easements necessary to construct and install the New Stearns Transmission Mains and all other equipment and appurtenant devices.

SECTION 9. MUTUAL COOPERATION.

Should any person having proper standing to do so bring a cause of action before any court of competent jurisdiction challenging the method or procedures by or through which the parties entered into this Second Amendment, the parties agree that they shall fully cooperate to defend such cause of action. Further, and in addition to the foregoing sentence, the parties agree that they shall, to the extent legally permissible, execute such petitions, issue such notices, conduct such meetings, including all lawfully required public hearings and to promptly pass and

adopt such ordinances and resolutions and otherwise promptly exercise the respective lawful authority to effectuate the intent of this Second Amendment.

SECTION 10. SEVERABILITY.

In the event that any phrase, paragraph, or portion of this Second Amendment is found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such finding of invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining portions of this Second Amendment.

SECTION 11. MODIFICATIONS OR AMENDMENTS.

The Water Purchase and Sale Contract shall not be modified or amended in any way except in writing approved by both parties hereto. No such modifications or amendment shall materially impair or adversely affect the ability or obligation of Bartlett to make payments to the Commission to meet the Commission's obligations under the Chicago Contract, the Charter Customer Contract, and the Bond Ordinances.

SECTION 12. EXHIBIT INCORPORATED.

Exhibit A to this Second Amendment is hereby fully incorporated into the Water Purchase and Sale Contract as a substantive provision of this Second Amendment.

SECTION 13. EXECUTION IN COUNTERPARTS.

This Second Amendment shall be executed in two counterparts, each of which shall be deemed to be an original, and each of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be affixed hereto and attested by their duly authorized offices, all on the date set opposite their respective corporate names.

DATE: _____, 2018

VILLAGE OF BARTLETT

By: _____

Its: _____

ATTEST:

Village Clerk

DATE: _____, 2018

DUPAGE WATER COMMISSION

By: _____

Its: _____

ATTEST:

Clerk

EXHIBIT A

PLANS FOR THE NEW STEARNS TRANSMISSION MAINS

TRANSMISSION MAIN CONSTRUCTION NOTES

GENERAL NOTES:
 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES.

FOUNDATION AND FOOTING:
 1. FOUNDATION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
 2. FOUNDATION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
 3. FOUNDATION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.

CONCRETE:
 1. CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
 2. CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
 3. CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.

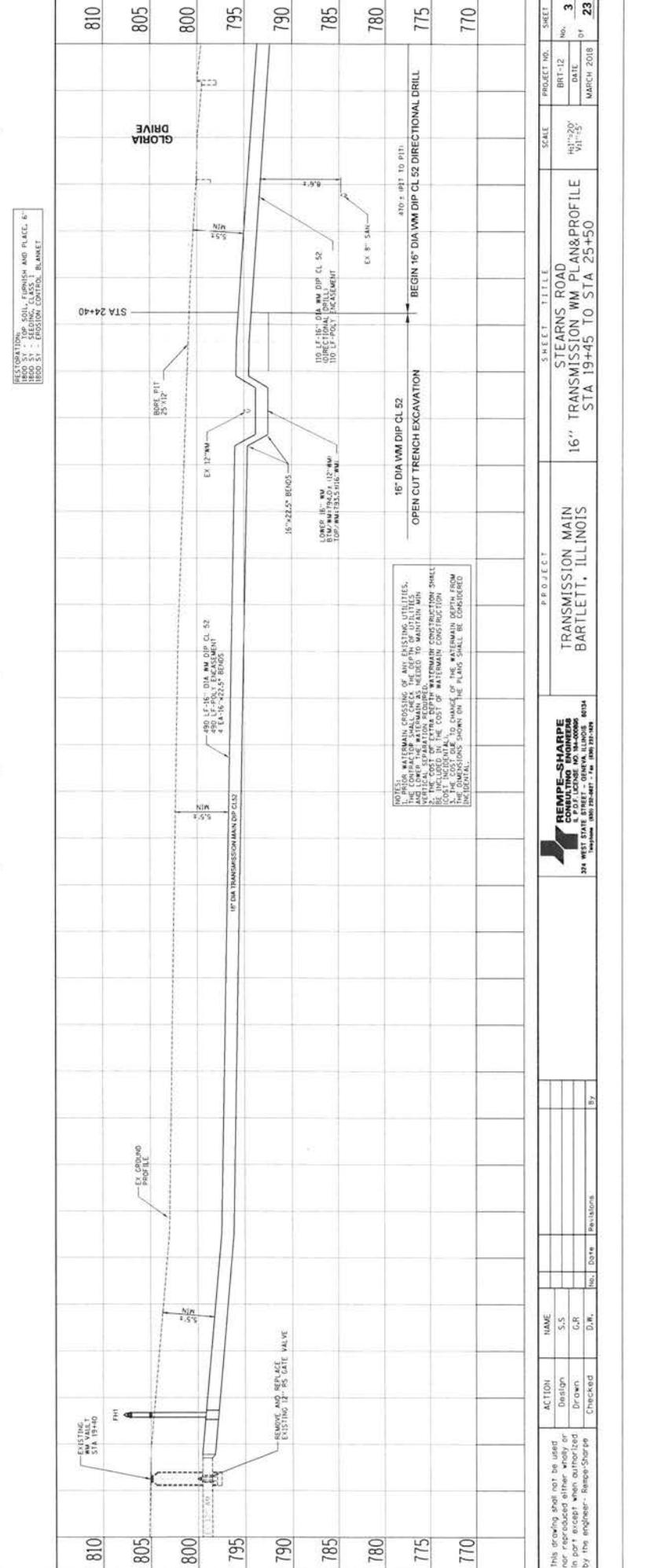
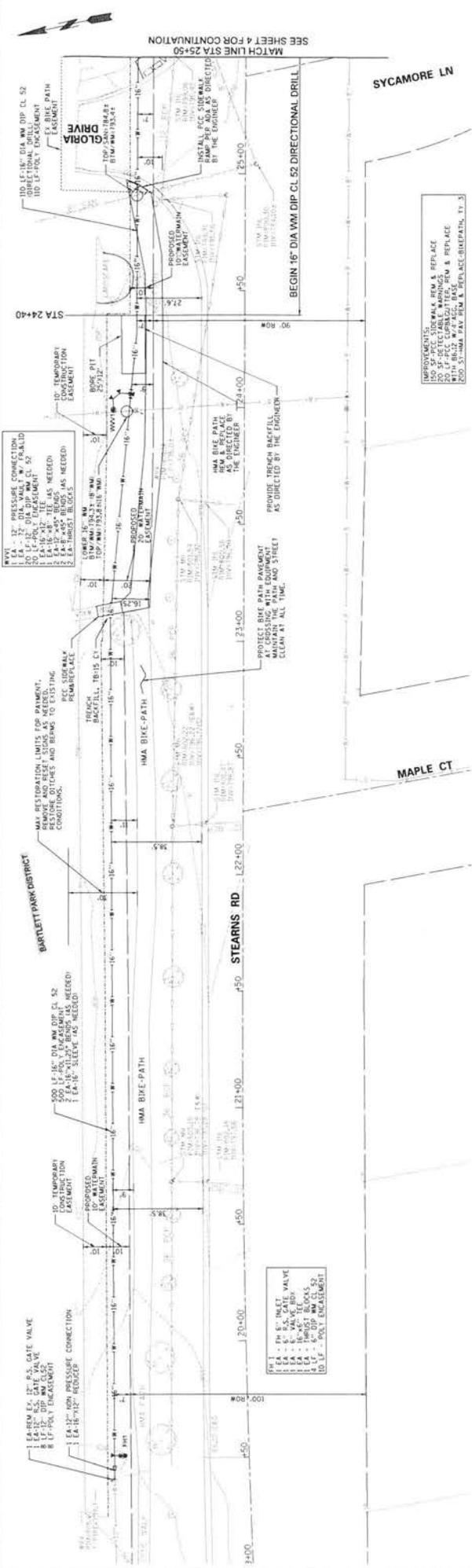
STEEL ERECTION:
 1. STEEL ERECTION SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
 2. STEEL ERECTION SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
 3. STEEL ERECTION SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.

MECHANICAL AND ELECTRICAL:
 1. MECHANICAL AND ELECTRICAL INSTALLATION SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
 2. MECHANICAL AND ELECTRICAL INSTALLATION SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
 3. MECHANICAL AND ELECTRICAL INSTALLATION SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.

PAINTING AND FINISHES:
 1. PAINTING AND FINISHES SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
 2. PAINTING AND FINISHES SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
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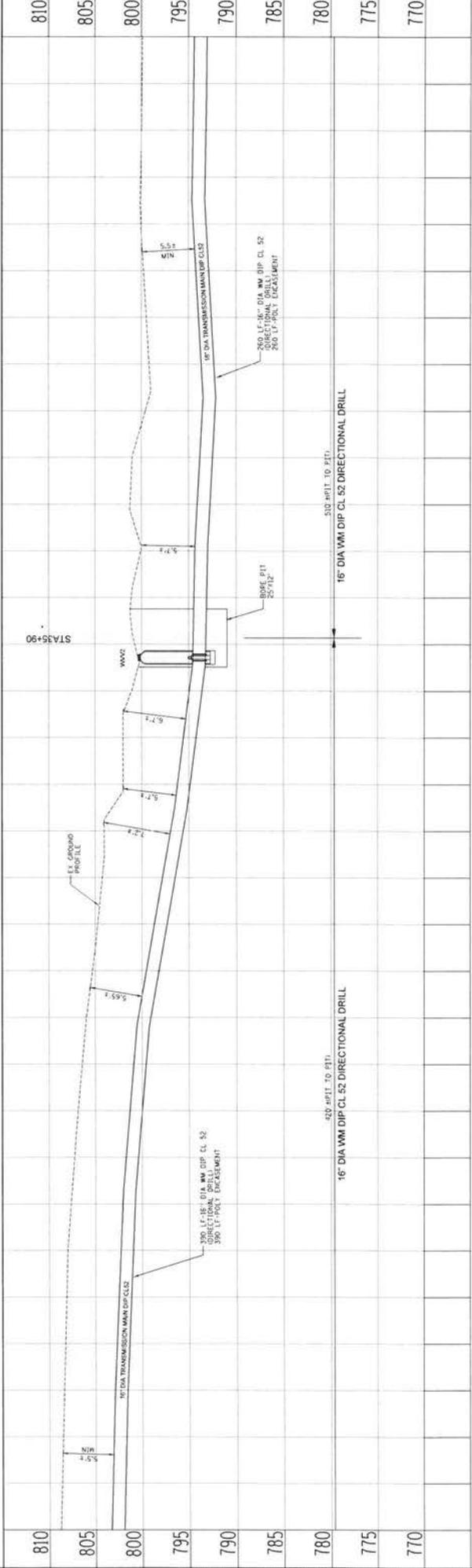
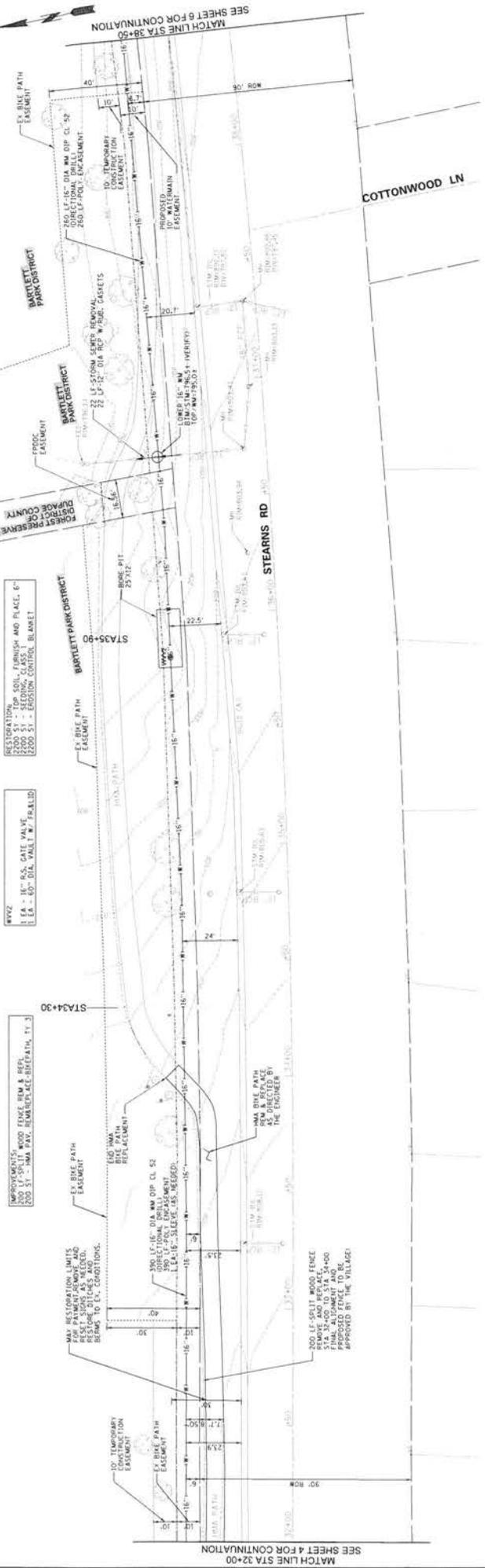
UTILITIES AND INFRASTRUCTURE:
 1. UTILITIES AND INFRASTRUCTURE SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
 2. UTILITIES AND INFRASTRUCTURE SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
 3. UTILITIES AND INFRASTRUCTURE SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.

GENERAL CONTRACTOR RESPONSIBILITIES:
 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES.



PROJECT TITLE	SHEET NO.	SCALE	PROJECT NO.	SHEET
TRANSMISSION MAIN BARTLETT, ILLINOIS	3	1/4" = 1'-0"	BRT-12	No. 3
16" TRANSMISSION WM PLANS & PROFILE STA 19+45 TO STA 25+50		1/4" = 1'-0"	DATE	OF 23
			MARCH 2018	

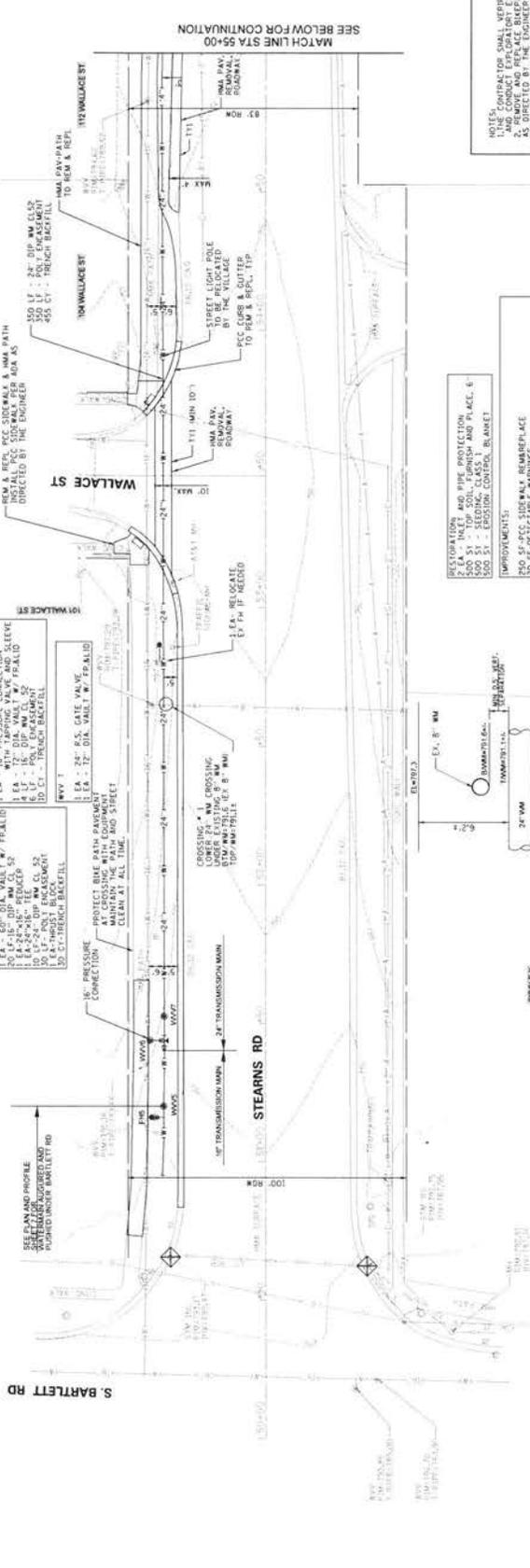
ACTION	NAME	DATE	BY
Design	S.S.		
Drawn	G.R.		
Checked	D.R.		



ACTION		NAME		DATE		BY	
Design	S.S.						
Drawn	GR						
Checked	D.W.						

PROJECT TITLE		SHEET TITLE		SCALE		PROJECT NO.		SHEET	
TRANSMISSION MAIN		STEARNS ROAD		H1:20'		BRT-12		No. 5	
BARTLETT, ILLINOIS		16" TRANSMISSION MAIN PLAN & PROFILE		V1:5'		DATE		OF 23	
		STA 32+00 TO STA 38+50		MARCH 2018					

		REMPE-SHARPE CONSULTING ENGINEERS, INC. 311 WEST STATE STREET - SUITE 1000 - BLOOMINGTON, ILLINOIS 61704 Telephone: (309) 232-2427 - Fax: (309) 232-2429	
--	--	---	--



MATCH LINE STA 55+00
SEE BELOW FOR CONTINUATION

NOTE: CONTRACTOR SHALL VERIFY UTILITIES ALIGNMENT, DEPTH AND CONDUCT EXPLORATORY EXCAVATIONS (COST INCIDENTAL) AS DIRECTED BY THE ENGINEER.
2. MAINPAIN BIKEPATH AND STREET CLEAN AT ALL TIME

RESTORATION AND IMPROVEMENTS:
200 S1 - SEEDING, CLASS 1, BARNET
200 S2 - SEEDING, CLASS 1, BARNET
200 S3 - SEEDING, CLASS 1, BARNET
IMPROVEMENTS:
250 S1 - 10\"/>



CHECKER



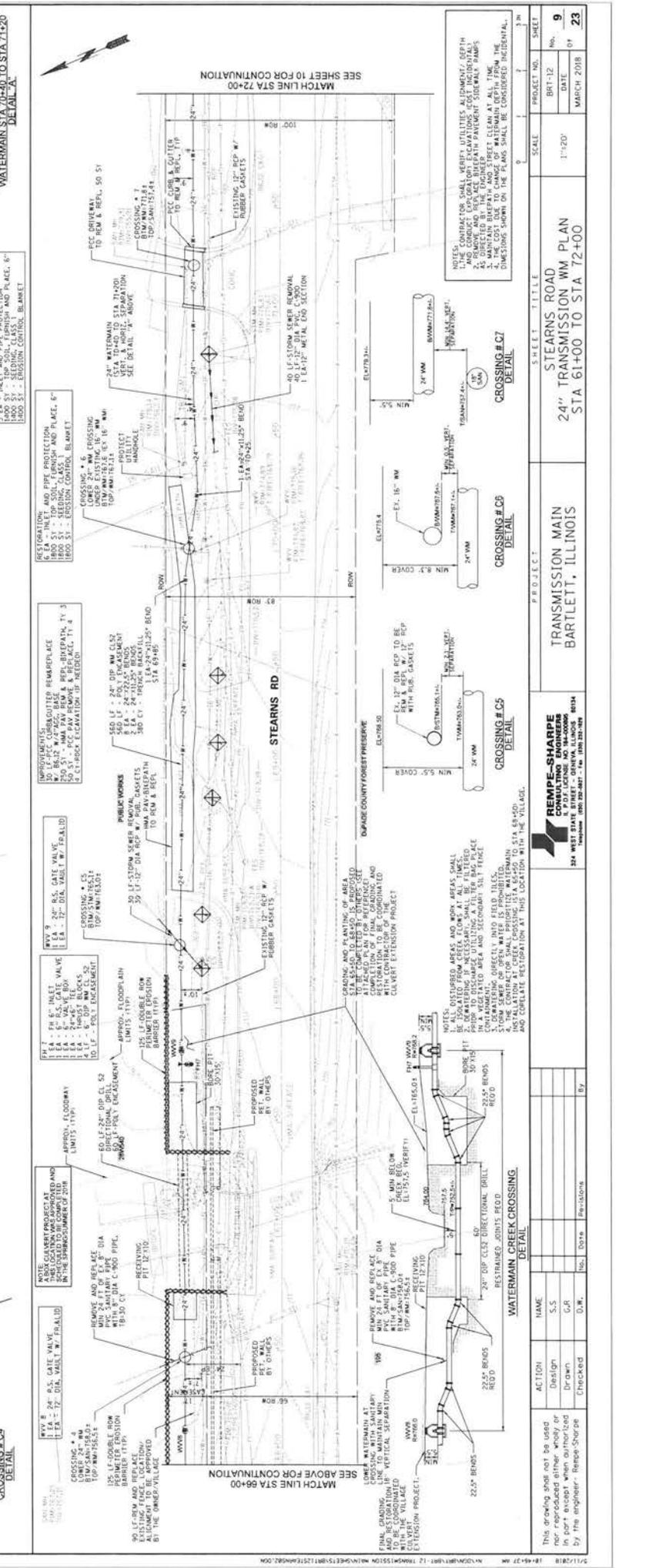
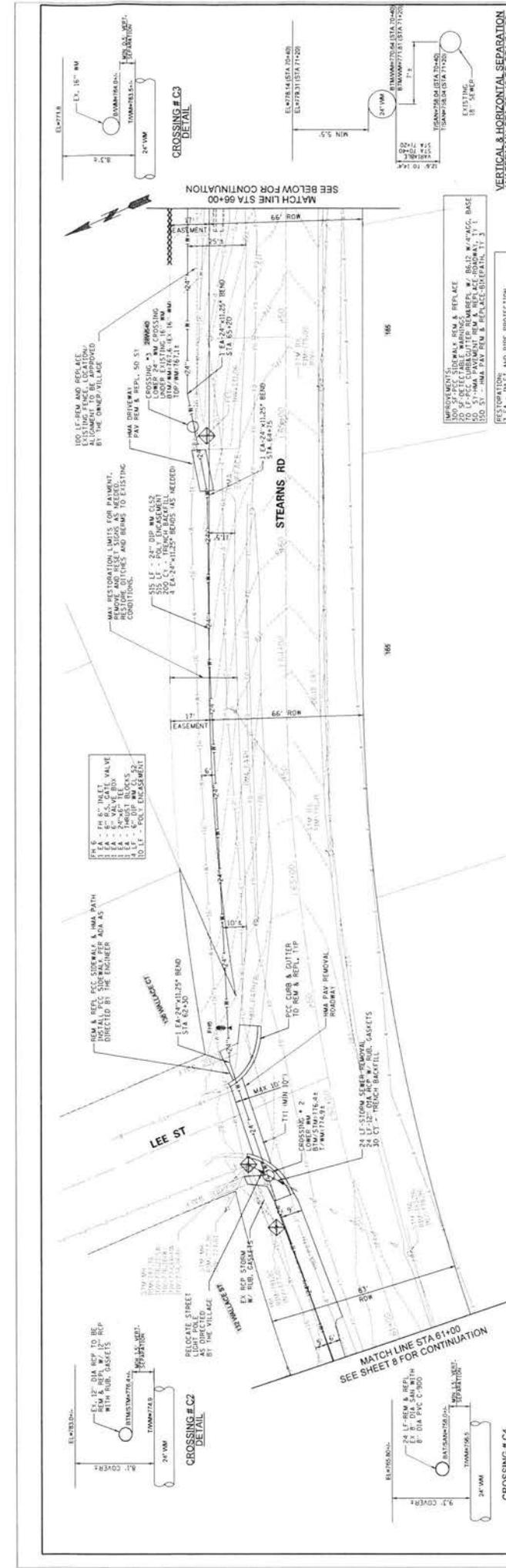
MATCH LINE STA 55+00
SEE ABOVE FOR CONTINUATION

RESTORATION AND PIPE PROTECTION:
1500 S1 - TOP SOIL, FURNISH AND PLACE, 6\"/>

IMPROVEMENTS:
100 S1 - MMA PAVEMENT REMOVAL - ROADWAY, T1, 3
100 S2 - MMA PAVEMENT REMOVAL - BIKEPATH, T1, 3
100 S3 - APPROPRIATE PROPOSED, T1, 3, 8, 9

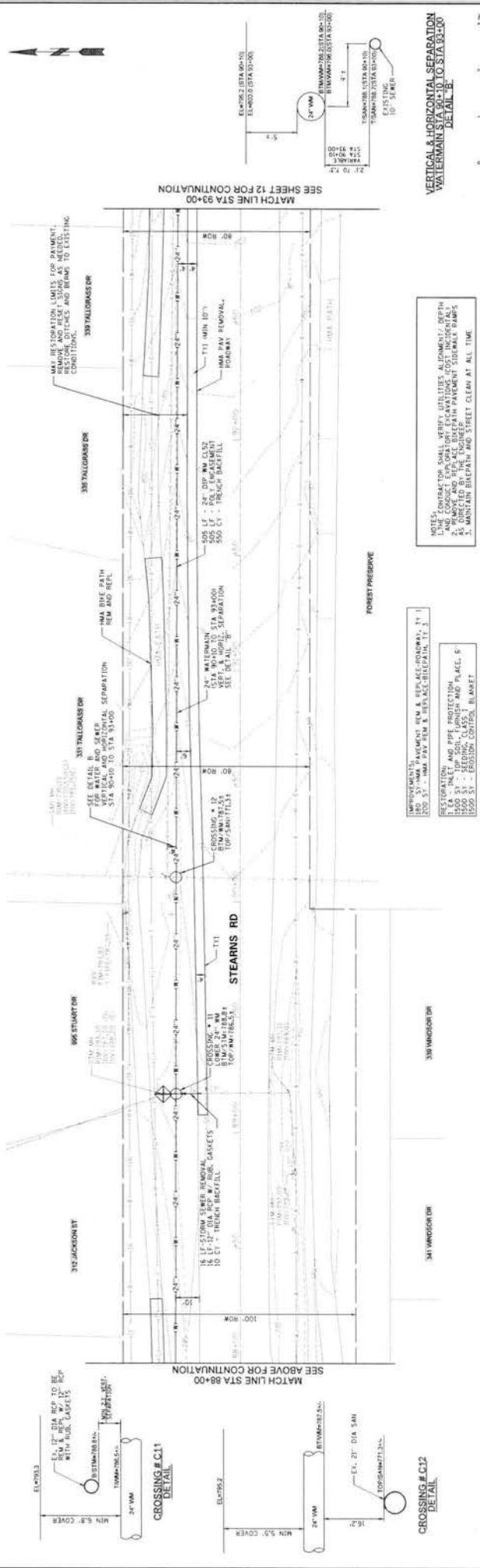
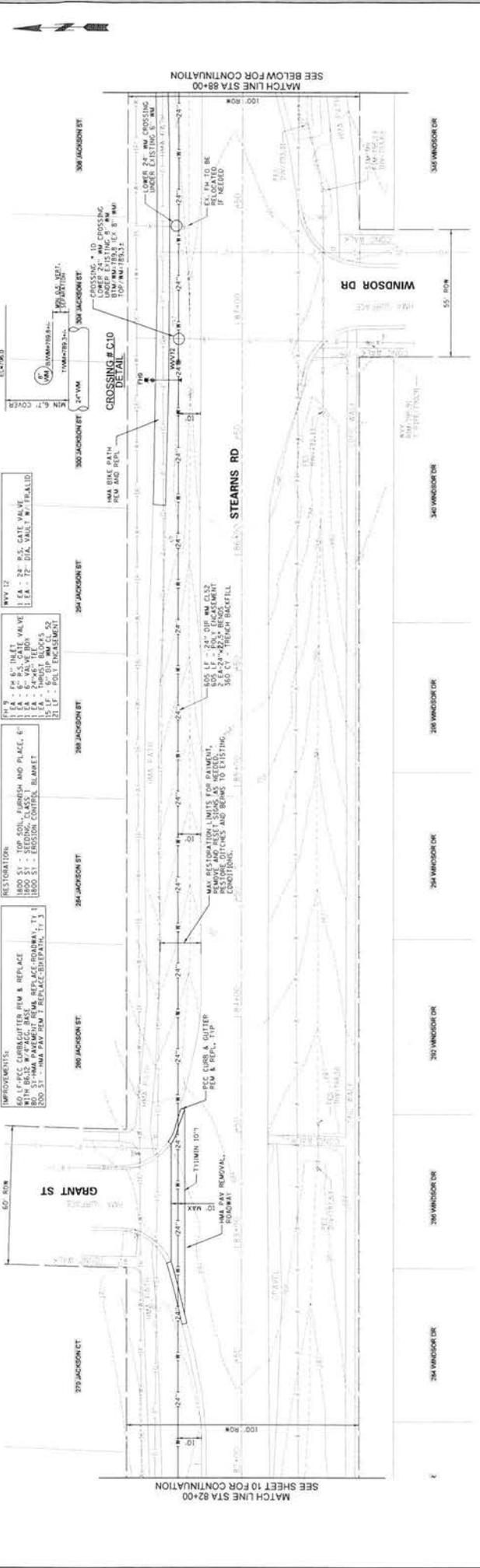
PROJECT TITLE		SHEET TITLE		SCALE		PROJECT NO.		SHEET	
TRANSMISSION MAIN BARTLETT, ILLINOIS		STEARNS ROAD 24" TRANSMISSION WM PLAN STA 51+20 TO STA 61+00		1"=20'		BRT-12		No. 8	
REMPER-SHARPE CONSULTING AND ENGINEERS 236 WEST STATE STREET - BENTON BLVD. BOSTON ILLINOIS 60107-2007 TEL: 815/399-3300		DATE		MARCH 2018		PROJECT NO.		SHEET	
No.		Date		1"=20'		BRT-12		No. 8	
By		Date		MARCH 2018		PROJECT NO.		SHEET	
Checked		Date		MARCH 2018		PROJECT NO.		SHEET	

This drawing shall not be used for construction or other purposes in part except when authorized by the engineer - Range-Sharpe



NAME	ACTION	DATE	BY
S.S.	Design		
C.R.	Drawn		
D.W.	Checked		

REMPPE-SHARPE CONSULTING ENGINEERS
 24 WEST STATE STREET - GENOA, ILLINOIS 60134
 Telephone: (815) 292-4477 Fax: (815) 298-5100



ACTION		NAME	DATE	BY
Design	S.S.			
Drawn	C.R.			
Checked	D.W.			

PROJECT TITLE		TRANSMISSION MAIN BARTLETT, ILLINOIS	
PROJECT		STEARNS ROAD 24" TRANSMISSION WM PLAN STA 82+00 TO STA 93+00	
SCALE	1"=20'	PROJECT NO.	11
DATE	MARCH 2008	BRT-12	No.
		DATE	OF
			23

NOTES:
 1. CONTRACTOR SHALL VERIFY UTILITIES ALIGNMENT/DEPTH AND CONDUCT EXPLORATORY EXCAVATIONS (COST INCIDENTAL) AS DIRECTED BY THE ENGINEER.
 2. MAINTAIN BEDDING AND STREET CLEAN AT ALL TIME.

REMPER-SHARPE
 CONSULTING ENGINEERS
 314 WEST STATE STREET - GENOA, ILLINOIS 60140
 Telephone: (815) 292-8287 Fax: (815) 292-3196



Agenda Item Executive Summary

Item Name Amended and Restated IGA Concerning the
Loan For Connection Facilities to Implement
Water Service to the Village of Bartlett Committee
or Board Board

BUDGET IMPACT

Amount: \$3,761,625.25 Budgeted \$4,500,000

List what fund Water Fund

EXECUTIVE SUMMARY

As you are aware, the DuPage Water Commission (DWC) is currently under construction with the 30" transmission main that will supply Bartlett with Lake Michigan water. In addition to the 30" water main to supply the Lake Michigan Water Receiving Station, the Village needs to install a 24" water main along Stearns Rd. from Bittersweet Dr. to S. Bartlett Rd. and a 16" water main along Stearns Rd. from S. Bartlett Rd. to Kent Circle. These projects are to be funded by the Village. Unfortunately, we did not receive IEPA loan funds for this project during the July funding cycle and the next funding opportunity would be too late (January 2019) to be completed by May 2019. Therefore we looked at alternative funding options.

Due to favorable bids on the DWC transmission main and metering station there is approximately \$4,000,000 available of the \$21,000,000 that DWC loaned the Village. We asked DWC if we could utilize the remaining loan funds from the 30" transmission main project. Although the DWC loan was to be used for the DWC projects only, DWC said that it would allow the Village to add our 24" and 16" mains to the loan if DWC issued a change order to their contractor installing the 30" main, Benchmark Construction. Benchmark Construction has agreed to hold their unit prices and provided a change order amount of \$3,761,625.25 which will be added to the loan from DWC to the Village.

We recommend that the Village Board approve the Amended and Restated IGA and utilize the remaining DWC loan funds up to the \$21,000,000 loan.

ATTACHMENTS (PLEASE LIST)

Memo, Amended & Restated IGA Resolution

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move the Village Board approve Resolution 2018 - _____, a Resolution Approving of the Amended and Restated Intergovernmental Agreement Between the Village of Bartlett and the DuPage Water Commission.

Staff: Dan Dinges, Director of Public Works

Date: 08/13/18

Memo

DATE: August 13, 2018

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Amended and Restated Intergovernmental Agreement Concerning the loan for Connection Facilities to Implement Water Service to the Village of Bartlett

As you are aware, the DuPage Water Commission (DWC) is currently under construction with the 30" transmission main that will supply Bartlett with Lake Michigan water. In addition to the 30" water main to supply the Lake Michigan Water Receiving Station, the Village needs to install a 24" water main along Stearns Rd. from Bittersweet Dr. to S. Bartlett Rd. and a 16" water main along Stearns Rd. from S. Bartlett Rd. to Kent Circle. These projects are to be funded by the Village. Unfortunately, we did not receive IEPA loan funds for this project during the July funding cycle and the next funding opportunity would be too late (January 2019) to be completed by May 2019. Therefore we looked at alternative funding options.

Due to favorable bids on the DWC transmission main and metering station there is approximately \$4,000,000 available of the \$21,000,000 that DWC loaned the Village. We asked DWC if we could utilize the remaining loan funds from the 30" transmission main project. Although the DWC loan was to be used for the DWC projects only, DWC said that it would allow the Village to add our 24" and 16" mains to the loan if DWC issued a change order to their contractor installing the 30" main, Benchmark Construction. Benchmark Construction has agreed to hold their unit prices and provided a change order amount of \$3,761,625.25 which will be added to the loan from DWC to the Village.

We recommend that the Village Board approve the **Amended and Restated IGA and utilize the remaining DWC loan funds up to the \$21,000,000 loan.**

Motion: I move the Village Board approve Resolution 2018 - _____, a Resolution Approving of the Amended and Restated Intergovernmental Agreement Between the Village of Bartlett and the DuPage Water Commission.

RESOLUTION 2018 - _____

**A RESOLUTION APPROVING OF THE AMENDED AND
RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF BARTLETT AND THE DuPAGE WATER COMMISSION**

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 Amended and Restated Intergovernmental Agreement Concerning the Loan for Connection Facilities to Implement Water Service to the Village of Bartlett dated August 21, 2018, between the Village of Bartlett and the DuPage Water Commission (the "Amended IGA"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Amended IGA 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 21, 2018

APPROVED: August 21, 2018

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2018 - _____ enacted on August 21, 2018, and approved on August 21, 2018, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT CONCERNING
THE LOAN FOR CONNECTION FACILITIES TO IMPLEMENT WATER SERVICE TO
THE VILLAGE OF BARTLETT

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT CONCERNING THE LOAN FOR CONNECTION FACILITIES TO IMPLEMENT WATER SERVICE TO THE VILLAGE OF BARTLETT (the "First Amended Connection Facilities Cost IGA"), made and entered into as of this 21st day of August, 2018 ("Effective Date"), by and between the DuPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission"), and the VILLAGE OF BARTLETT, a municipal corporation created and existing under the laws of the State of Illinois (the "Village").

WITNESSETH:

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985, 70 ILCS 3720/0.01 *et seq.*, and Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission operates a water system supplying a number of municipalities and other customers in DuPage County with water drawn from Lake Michigan; and

WHEREAS, the Village is seeking to obtain water for its residents from the Commission in the incorporated areas within the Village (the "Service Area"); and

WHEREAS, the construction of certain improvements to the Commission's Water System will enable the Village to provide water to the Service Area (the "Improvements"); and

WHEREAS, to carry out their duties and responsibilities, and desiring to create a method of providing an adequate supply of Lake Michigan water to the Service Area, the Commission and the Village entered three concurrent Agreements all dated as of February 7, 2017, as follows: (i) a Water Purchase and Sale Contract with the Village of Bartlett for the Village of Bartlett Unit System (the "Original Contract"); (ii) an Intergovernmental Agreement Concerning the Loan for Connection Facilities to Implement Water Service to the Village of Bartlett (the "Original Connection Facilities Cost IGA"), which is amended by this Agreement; and (iii) an Intergovernmental Agreement Concerning Loan for Capital Cost Recovery Charge to the Village of Bartlett (the "Original Capital Cost Recovery Charge IGA"), which agreements are sometimes hereinafter collectively referred to as the "Original Commission and Bartlett Agreements"; and

WHEREAS, the Commission and the Village entered into a First Amendment to the DuPage Water Commission Water Purchase and Sale Contract with the Village of Bartlett for the Village of Bartlett Unit System dated May 15, 2018 (the "First Amendment"); and

WHEREAS, the Commission and the Village desire to further amend the Original Contract, the First Amendment thereto, and the Original Connection Facilities Cost IGA to allow and provide for the Commission's contractor, Benchmark Construction Co., Inc. (the "Commission's Bartlett Connection Contractor") awarded the contract to construct the DuPage Water Commission TW-3/17 West Transmission Main to amend its contract

with the Commission by written change order to also construct certain Bartlett Unit System improvements and add the cost thereof to the loan to be repaid by the Village to the Commission; and

WHEREAS, concurrent with this First Amended Connection Facilities Cost IGA, the Commission and the Village are also entering a Second Amendment to the DuPage Water Commission Water Purchase and Sale Contract with the Village of Bartlett for the Village of Bartlett Unit system dated August 21, 2018 (the "Second Amendment") to provide that the Commission will construct that portion of the Bartlett Unit System defined therein, and referred to therein and herein, as the "New Stearns Transmission Mains", with the cost thereof added to the loan provided by the Commission to the Village to be paid back by the Village to the Commission without increasing the Commitment Amount of \$21,000,000 as provided in the Original Contract and the Original Connection Facility Cost IGA; and

WHEREAS, the Original Contract, as amended by the first Amendment thereto, and as further amended by the Second Amendment, are hereinafter collectively referred to as the "Enabling Agreement"; and

WHEREAS, it is in the best interests of the Commission and the Village to coordinate and implement the supply of Lake Michigan water to the Service Area in accordance with the Enabling Agreement; and

WHEREAS, the Commission previously enacted Resolution R-79-04 allowing the Commission the ability to finance the Capital Facilities Cost for potential Subsequent Customers (customers other than Charter Customers) requesting such accommodation on a case-by case basis; and

WHEREAS, the Commission and the Village desire to set forth their understanding regarding such coordination and implementation in this Agreement; and

WHEREAS, the matters set forth in this Agreement will serve the public interest and assure that the residents the Service Area are provided safe water to the greatest extent possible; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and other applicable authority, the Commission and the Village are authorized to enter into this First Amended Connection Facilities Cost IGA;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the Commission and the Village hereby agree as follows:

SECTION 1. INCORPORATION OF PREAMBLES AND DEFINITIONS FROM THE ENABLING AGREEMENT

The foregoing recitals are by this reference incorporated herein and made a part hereof as if fully set forth herein. Further, to the extent any capitalized terms in this Agreement are set forth as a defined term in the Original Contract, as amended by the First Amendment or the Second Amendment thereto, the capitalized terms in the Original Connection Facilities Cost IGA as amended by this Agreement, shall have the same meaning in this Agreement as the definition in the Enabling Agreement.

SECTION 2. CONSTRUCTION OF IMPROVEMENTS; EXTENSION OF SERVICE

A. Description of the Connection Facilities. For purposes of this Agreement, the Connection Facilities shall include the water mains, metering station and appurtenances necessary to be built by the Commission to provide water to the Village,

including portions of the Waterworks System constructed by the Commission to initially connect the Bartlett Unit System to the Commission's existing Waterworks System as depicted in preliminary plans attached to the Original Contract as Exhibits B-1 and B-2, and shall also include that portion of the Bartlett Unit System described herein and in the Second Amendment as the "New Stearns Transmission Mains", which shall be constructed by the Commission's Bartlett Connection Contractor in accordance with the plans and specifications therefor attached to the Second Amendment as Exhibit A, which plans and specifications are expressly incorporated herein by this reference, and the cost thereof included within the definition of "Connection Facilities Cost" and added to the loan to be repaid by the Village to the Commission as provided herein, and without increasing the Commitment Amount.

B. Design of the Connection Facilities. The Commission shall be the contracting party with the design engineer and shall administer the design contract for the benefit of both the Commission and the Village for the Connection Facilities (except for the New Stearns Transmission Mains). The Commission shall keep the Village advised as to the progress of the design work (except for the New Stearns Transmission Mains). The Commission and the Village shall confer upon issues regarding the details of such design work. The final design of the Connection Facilities (except for the New Stearns Transmission Mains) shall be subject to the review of both the Commission and the Village and subject to the approval of the Village. The Village contracted with Rempe-Sharpe & Associates, Inc. to be the initial design engineer for the improvements to the Bartlett Unit System, and to provide construction engineering services in connection with said improvements. Bartlett hereby assigns the construction engineering portion of its contract with Rempe-Sharpe & Associates, Inc. for the New

Stearns Transmission Mains to the Commission, and the Commission will amend its contract with the Commission's Bartlett Connection Contractor to provide that said engineering firm shall be the design and the construction engineer for the New Stearns Transmission Mains portion of the improvements to the Bartlett Unit System during the construction of said improvements, and shall incorporate the engineering plans therefor prepared by said engineer dated March 2018, last revised May 2, 2018, sheets 1 through 12, inclusive, of 23 sheets (the "Bartlett Transmission Engineering Plans") by change order to the DuPage Water Commission Contract for Construction of the TW-3/17 West Transmission Main, Contract 1-17.

C. Land Acquisition. The Commission shall be responsible for the acquisition and divestment of lands, easements, and rights of way over lands and waters necessary for the construction, installation, removal, relocation, replacement and extension or improvements of the Connection Facilities outside the corporate limits of the Village of Bartlett and all administrative, title, surveying, and legal fees, costs and expenses associated therewith, including, if necessary, exercising the power of eminent domain to procure any necessary easements, which expenses shall be added to the loan amount that Bartlett shall repay the Commission. The Commission shall keep the Village advised of all land acquisition costs and any necessary condemnation proceedings. All land acquired and costs associated therewith within the Village of Bartlett shall be the sole responsibility of the Village and shall not be paid out of the Loan Commitment. The Village has procured all necessary easements for the New Stearns Transmission Mains, and Bartlett shall and does hereby grant the Commission and its contractors access to its property and easements necessary to construct and

install the New Stearns Transmission Mains, and for all other equipment and appurtenant devices.

D. Construction and Acceptance of the Connection Facilities, including the New Stearns Transmission Mains. The Commission solicited bids for the construction of the Connection Facilities, including the TW-3/17 West Transmission Main, and awarded the contract therefor to the Commission's Bartlett Connection Contractor. The Commission's standard form of bidding and construction contract documents were used. The Commission shall solicit, award, and administer all contracts for the project in the best interest of both the Commission and the Village and shall consult with, and keep advised, Village officials regarding the progress of the work and any problems encountered or changes recommended. The Commission, after receiving the written consent of the Village to do so, once the winning contractor and the construction cost have been determined, shall enter into a construction contract(s) with the selected contractor(s), and shall administer such construction contract(s) in conformance with this Agreement. Any change order, as well as final acceptance and approval of the completed Connection Facilities, shall be subject to the final approval of the Commission. The Commission's contract for the TW-3/17 Transmission Main work is a unit price contract, and the Commission's Bartlett Connection Contractor is willing to hold and honor its bid and awarded unit prices for the New Stearns Transmission Mains to be performed on the Bartlett Unit System, except for discounts therefrom based on the larger quantities for the New Stearns Transmission Mains and appurtenances for said additional work.

E. Connection Facilities Cost. In accordance with Section 3 of this Agreement, the Commission shall loan the Village funds needed for the Connection

Facilities Cost, except for the acquisition of real property and easements within the Village of Bartlett, up to the amount of the Commitment Amount as that term is hereinafter defined, and the Village agrees to reimburse the Commission for those costs.

F. Possible Shortfall. To the extent the Loan Commitment is determined to be insufficient to pay the Connection Facilities Cost, Section 7C of the Enabling Agreement, as amended by the Second Amendment, shall apply.

SECTION 3. COMMISSION FINANCING

A. Loan. The Commission shall, after the execution and delivery of this Agreement, make available as a loan to the Village an amount of not to exceed \$21,000,000 (the "Commitment Amount") to pay the Connection Facilities Cost as defined in the Enabling Agreement. The actual moneys borrowed by the Village pursuant to the Commitment Amount will constitute the "Loan".

B. Loan Repayment.

1. The Village shall repay the principal balance of the Loan, plus accrued and unpaid interest at the Interest Rate set forth in Subsection 3.B.2 of this Agreement from the Interest Commencement Date through the Loan Payment Commencement Date (the "Capitalized Interest"), as those terms are hereinafter defined on the unpaid principal balance, and any Capitalized Interest, of the Loan from and after the Loan Payment Commencement Date, as that term is hereinafter defined, in 240 monthly installments, commencing on the 10th day of every month (the "Monthly Payment Date") commencing on the Loan Payment

Commencement Date, and continuing in successive monthly installments on each Monthly Payment Date in each month thereafter, with the final payment of any unpaid interest and principal, if not sooner paid, on the 240th Monthly Payment Date. Each of the 240 monthly installments of principal on the Loan shall be determined as of the last day of the month preceding the Monthly Payment Date in any given year during the term of the Loan (a "Principal Determination Date") and shall be determined by dividing the unpaid principal balance, and any Capitalized Interest, of the Loan as of the applicable Principal Determination Date by the number of monthly installments of principal remaining to be paid during the term of the Loan. This monthly payment shall be considered the Connection Facilities Cost Payment as set forth in the Enabling Agreement. The accrued and unpaid interest shall be capitalized on a monthly basis until the Loan Payment Commencement Date.

2. Interest on the unpaid principal balance, and any Capitalized Interest, of the Loan shall accrue at a rate (the "Interest Rate") which is the lesser of: (i) the highest monthly average yield to maturity interest rate earned by the Commission (total all funds) as reported monthly on the Commission's Schedule of Investments for the immediately preceding fiscal year (May 1 – April 30) as determined by the Commission (the "Earned Interest Rate") plus one per cent (1%); or (ii) four per cent (4%) per annum. Interest

shall only accrue on moneys actually borrowed under Subsection 3D of this Agreement, and shall begin to accrue when the Commission makes its first draw on the loan for the Village (the "Interest Commencement Date"). The Interest Rate for each year that the Loan remains outstanding shall be calculated on the basis of a calendar year consisting of 360 days of twelve 30-day months and shall be adjusted on May 1st of each year, and shall be applied to the outstanding unpaid principal balance, and any Capitalized Interest, as determined on the most recent Principal Determination Date, shall be paid commencing on the Monthly Payment Date, and continuing on the Monthly Payment Date each month thereafter until the principal balance of the Loan and all interest thereon has been paid in full.

3. Payments of principal and interest, including Capitalized Interest, shall begin on the earlier of January 10, 2020 or the 10th day of the first month after the first delivery of potable, filtered water drawn from Lake Michigan to the Bartlett Unit System as that term is defined in the Enabling Agreement (the "Loan Payment Commencement Date").

C. Tender of Loan Payments. Payments of the principal of and interest shall be made in lawful money of the United States of America in federal or other immediately available funds.

D. Procedure for Borrowing. Upon the Commission's receipt of invoices incurred arising out of the Connection Facilities Cost as that term is defined in the

Enabling Agreement, the Commission shall pay the actual costs incurred from the Connection Facilities Cost. The Commission payments for the Connection Facilities Cost shall be paid out of the Commitment Amount and will be immediately considered part of the Loan. The Commission may make payments from the Loan no more than once per month, on the 10th day of the month, provided that the Commission shall give the Village irrevocable notice (which notice must be received by the Village prior to 10:00 a.m., local time, 7 days prior to the requested borrowing date), specifying the amount to be paid and the payment date. It is anticipated that only a single borrowing shall be requested each month. Each borrowing pursuant to this Agreement shall be in an aggregate principal amount less than the Available Commitment. For purposes of this Section 3.D, the Available Commitment at a particular time is an amount equal to the difference between the Commitment Amount and the aggregate principal balance of the Loan then outstanding.

E. Optional Prepayments. Subject to the limitations of this Section 3.E, the Village may, no more frequently than once in any given year, prepay, in whole or in part, the Loan, without premium or penalty, upon at least one business day's irrevocable notice to the Commission, specifying the date and amount of prepayment. The amount of any such optional prepayment shall be in increments of \$50,000. If such notice is given, the Village shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. The proceeds of any such prepayment shall be applied by the Commission first, to the payment of accrued and unpaid interest, if any, on the Loan and second, to the payment of the unpaid principal balance of the Loan. The Village shall not be entitled to, nor receive any credit for, interest on any such prepayment.

F. Application of Loan Proceeds. The proceeds of the Loan shall be devoted to and used with due diligence for the purpose of paying the Connection Facilities Cost identified in Exhibit A and paying the cost of the New Stearns Transmission Mains; provided, however, that where an unexpended balance remains in any one or more of the various cost components of the Connection Facilities Cost detailed in Exhibit A attached hereto and the cost of the New Stearns Transmission Mains, such balance may be transferred and expended, in whole or in part, to and for any other cost component of the Connection Facilities Cost detailed in Exhibit A attached hereto and the cost of the New Stearns Transmission Mains.

G. Covenants. The Covenants set forth in Subsections 9A, 9B, 9C and 9D of the Enabling Agreement are incorporated into this Agreement by reference.

SECTION 4. DEFAULTS AND REMEDIES

A. Commission Defaults. The occurrence of the following shall constitute a default by the Commission under this Agreement: The failure by the Commission to observe and/or perform any covenant, condition, and/or agreement on its part to be observed and/or performed under this Agreement, and the continuation of said failure for thirty (30) days after the Commission's receipt of written notice thereof from the Village. However, if said failure cannot be remedied by the Commission within said thirty (30) day period, and the Commission shall have diligently pursued the resolution of the failure during said thirty (30) days, the period shall be extended by such additional time as may be reasonably required by the Commission to cure or correct said failure. In no event shall the period be extended by more than ninety (90) days. In the event of a default by the Commission under this Agreement, the Village shall have the same

remedies as are provided for, and only the remedies provided for, in the Enabling Agreement for a default by the Commission.

B. Village Defaults. The occurrence of the following shall constitute a default by the Village under this Agreement: The failure by the Village to observe and/or perform any covenant, condition, and/or agreement on its part to be observed and/or performed under this Agreement, and the continuation of said failure for thirty (30) days after the Village's receipt of written notice thereof from the Commission. However, if said failure cannot be remedied by the Village within said thirty (30) day period, and the Village shall have diligently pursued the resolution of the failure during said thirty (30) days, the period shall be extended by such additional time as may be reasonably required by the Village to cure or correct said failure. In no event shall the period be extended by more than ninety (90) days.

In the event of a default by the Village, the Commission shall: (i) be paid its reasonable attorneys' fees and costs incurred in connection with that default, in addition to any attorneys' fees and costs incurred in enforcing the terms of this Agreement; (2) be entitled to the right to enforce a lien against all income derived from the Bartlett Unit System, other than that income necessary to pay any loans to the State of Illinois or its agencies for the construction of the Bartlett Unit System or portion(s) thereof, until the Loan is paid back in full; and (3) shall have the same remedies as are provided for in the Enabling Agreement for a default by the Village.

C. Force Majeure. In case by reason of a force majeure event, either party to this Agreement shall be rendered unable wholly or in part to carry out its obligation under this Agreement, then if such party shall give notice and full particulars of such force majeure event in writing to the other party within a reasonable time after

occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure event" as employed in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission or of the Village to deliver Lake Michigan water, or of the Village to receive Lake Michigan water, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and the above requirement that any "force majeure event" shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

SECTION 5. LEGAL RELATIONSHIPS AND REQUIREMENTS

A. Supplemental Agreement. This Agreement shall be deemed to supplement the Enabling Agreement in connection with the supply of Lake Michigan water to the Service Area, and to construct that portion of the Bartlett Unit System defined herein as the New Stearns Transmission Mains. If there is any other conflict or

inconsistency between the terms of this Agreement and the Original Connection Facilities Costs IGA, or between this Agreement and the terms of the Enabling Agreement, then the terms of this Agreement shall control. The Village shall at all times comply with all terms and conditions of the Enabling Agreement, except as otherwise provided in this Agreement.

B. Term of Agreement. This Agreement shall continue in full force and effect from the Effective Date until the Loan is paid in full by the Village.

C. Cooperation and Further Agreements. The Commission and the Village agree to meet and cooperate in good faith throughout the term of this Agreement to implement the letter and spirit of the provisions set forth in this Agreement.

D. Assignment. This Agreement may not be assigned by any party, in whole or in part, without the prior written consent of the other party.

E. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the Commission shall be addressed to, and delivered at, the following address:

DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
Attention: General Manager

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Bartlett
228 S. Main Street
Bartlett, Illinois 60103
Attention: Village Administrator

By notice complying with the requirements of this Section 5.E, the Commission and the Village each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

F. No Oral Agreements. No oral agreements exist by or between the Commission and the Village with respect to this Agreement, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced in this Agreement.

G. No Waiver. No course of dealing or failure of the Commission or the Village to enforce strictly any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this Agreement shall operate as a waiver of any other term, right, or condition.

H. No Third Party Beneficiaries. 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 or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

I. Governing Law and Venue. This Agreement shall be governed by and construed exclusively under the applicable laws, but not the conflict of laws rules, of the

State of Illinois. Venue for any litigation arising out of this Agreement shall only be proper in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

J. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

IN WITNESS WHEREOF, the Commission and the Village have caused this Agreement to be executed by their duly authorized officers, pursuant to proper authorization of their respective governing bodies, as of the date first stated above.

VILLAGE OF BARTLETT

DuPAGE WATER COMMISSION

By: _____
Kevin Wallace, Village President

By: _____
Its: _____

Attest:

Attest:

Lorna Giless, Village Clerk

Its: _____

EXHIBIT A

Connection Facilities Cost



Benchmark Construction Co., Inc.

General Construction / Construction Management / Engineering Services

City Office
 3349 S. Kedzie Ave.
 Chicago, IL 60623
 (773) 247-0881

Suburban Office
 2260 Southwind Blvd.
 Bartlett, IL 60103
 (630) 497-1700
 (630) 497-1737 Fax

2018 Transmission Main - No Villa Olivia Work Village of Bartlett II - 7-12-18

DATE: July 12, 2018
 Location:

ITEM #	PAY ITEM DESCRIPTION	QUANTITY	UN OF MSRE	BID	
				UNIT PRICE	TOTAL
1	6" DIP WATERMAIN CLASS 52	100.00	LF	80.00	8,000.00
2	8" DIP WATERMAIN CLASS 52	20.00	LF	100.00	2,000.00
3	12" DIP WATERMAIN CLASS 52	30.00	LF	110.00	3,300.00
4	16" DIP WATERMAIN CLASS 52	1,420.00	LF	130.00	184,600.00
5	24" DIP WATERMAIN CLASS 52	5,220.00	LF	180.00	939,600.00
6	6" DIP WATERMAIN CLASS 52 DIRECTIONALLY DRILLED		LF	no bid	0.00
7	12" DIP WATERMAIN CLASS 52 DIRECTIONALLY DRILLED		LF	no bid	0.00
8	16" DIP WATERMAIN CLASS 52 DIRECTIONALLY DRILLED	1,660.00	LF	272.00	451,520.00
9	24" DIP WATERMAIN CLASS 52 DIRECTIONALLY DRILLED	60.00	LF	1,600.00	96,000.00
10	12" DIP WATERMAIN CLASS 52 IN 20" DIP CASING W/SPACERS, AUGERED, & PULLED		LF	no bid	0.00
11	16" DIP WATERMAIN CLASS 52 IN 24" DIP CASING W/SPACERS, AUGERED, & PUSHED	160.00	LF	750.00	120,000.00
12	POLYETHYLENE ENCASUREMENT	8,700.00	LF	2.00	17,400.00
13	NITRILE GASKETS	40.00	EA	100.00	4,000.00
14	FITTINGS MJ BODY CASTING WEIGHT	21,875.00	LBS	3.75	82,031.25
15	REINFORCED PCC THRUST BLOCKS		EA	no bid	0.00
16A	RESTRAINED JOINTS ALL DIAMETERS 24"	95.00	EA	545.00	51,775.00
16B	RESTRAINED JOINTS ALL DIAMETERS 16"	17.00	EA	294.00	4,998.00
16C	RESTRAINED JOINTS ALL DIAMETERS 12"	1.00	EA	250.00	250.00
17	8" NON-PRESSURE CONNECT/DISCONNECT EXISTING WATERMAIN (AS NEEDED)	1.00	EA	6,100.00	6,100.00
18	12" NON-PRESSURE CONNECT/DISCONNECT EXISTING WATERMAIN	1.00	EA	7,300.00	7,300.00
19	16" NON-PRESSURE CONNECT/DISCONNECT EXISTING WATERMAIN		EA	no bid	0.00
20	24" NON-PRESSURE CONNECT/DISCONNECT EXISTING WATERMAIN	1.00	EA	25,000.00	25,000.00
21	6" PRESSURE CONNECT/DISCONNECT EXISTING WATERMAIN (AS NEEDED)	1.00	EA	9,000.00	9,000.00
22	8" PRESSURE CONNECT/DISCONNECT EXISTING WATERMAIN (AS NEEDED)	1.00	EA	9,600.00	9,600.00
23	12" PRESSURE CONNECT/DISCONNECT EXISTING WATERMAIN	1.00	EA	10,000.00	10,000.00
24	16" PRESSURE CONNECT/DISCONNECT EXISTING WATERMAIN	3.00	EA	20,000.00	60,000.00
25	WATER SERVICE CONNECTION 2"		EA	no bid	0.00
26	CURB STOP AND BOX 2"		EA	no bid	0.00
27	WATER SERVICE PIPING 2"		EA	no bid	0.00
28	6" R.S. GATE VALVE	12.00	EA	3,000.00	36,000.00
29	8" R.S. GATE VALVE	1.00	EA	4,000.00	4,000.00
30	12" R.S. GATE VALVE	1.00	EA	6,000.00	6,000.00
31	16" mj butterfly valve	3.00	EA	8,000.00	24,000.00
32	24" mj butterfly valve	7.00	EA	20,000.00	140,000.00
33	48" DIA TYPE A VALVE VAULT WITH FRAME AND LID	1.00	EA	3,000.00	3,000.00
34	60" DIA TYPE A VALVE VAULT WITH FRAME AND LID	3.00	EA	6,000.00	18,000.00
35	72" DIA TYPE A VALVE VAULT WITH FRAME AND LID	11.00	EA	8,000.00	88,000.00
36	FIRE HYDRANT WITH 6" INLET	12.00	EA	8,000.00	96,000.00
37	VALVE BOX 6"	12.00	EA	300.00	3,600.00
38	RELOCATE EXISTING FIRE HYDRANT	2.00	EA	4,500.00	9,000.00
39	REMOVE EXISTING 12" R.S. GATE VALVE	1.00	EA	700.00	700.00
40	REMOVE WATER VAULT CONE SECTION RESET AND RESEAL FRAME	1.00	EA	1,300.00	1,300.00
41	SANITARY SEWER REMOVE AND REPLACE W/ 8" DIA PVC C-900		LF	no bid	0.00
42	6" PVC DR-18, C-900, DIRECTIONALLY DRILLED		LF	no bid	0.00
43	SANITARY SEWER 6" DIA PVC SDR 26		LF	no bid	0.00
44	SANITARY SEWER 8" DIA PVC SDR 26		LF	no bid	0.00
45	48" DIA TYPE A SAN MH WITH FRAME AND SS LID		EA	no bid	0.00
46	CONNECTION TO EXISTING SANITARY MANHOLE		EA	no bid	0.00
47	STORM SEWER 8" DIA ADS N12	20.00	LF	115.00	2,300.00
48	STORM SEWER 10" DIA RCP CL IV W/ RUBBER GASKETS (AS NEEDED)	14.00	LF	83.00	1,162.00
49	STORM SEWER 10" DIA PVC C-900 (AS NEEDED)	14.00	LF	88.00	1,232.00
50	STORM SEWER 12" DIA RCP CL IV W/ RUBBER GASKETS	90.00	LF	108.00	9,720.00
51	STORM SEWER 12" DIA PVC C-900	336.00	LF	76.00	25,536.00

**2018 Transmission Main - No Villa Olivia Work
Village of Bartlett II - 7-12-18**

DATE: July 12, 2018
Location:

ITEM #	PAY ITEM DESCRIPTION	QUANTITY	UN OF MSRE	BID	
				UNIT PRICE	TOTAL
52	STORM SEWER 15" DIA RCP CL IV W/ RUBBER GASKETS	22.00	LF	115.00	2,530.00
53	CATCH BASIN TY C 2' DIA W/TY1 FR & OL	1.00	EA	2,500.00	2,500.00
54	METAL END SECTION 12"	2.00	EA	2,000.00	4,000.00
55	STORM SEWER REMOVAL	632.00	LF	8.00	5,056.00
56	STORM SEWER REMOVAL (INL/MH)	3.00	EA	500.00	1,500.00
57	INL/MH TO BE ADJUSTED	3.00	EA	600.00	1,800.00
58	TRENCH BACKFILL FA-6 Jetted	4,810.00	CY	40.00	192,400.00
59	PCC SIDEWALK REMOVE AND REPLACE	1,500.00	SF	10.00	15,000.00
60	PCC CURB AND GUTTER REMOVE AND REPLACE	720.00	LF	30.00	21,600.00
61	HMA PAVEMENT REMOVE AND REPLACE-ROADWAY TY-1	1,350.00	SY	120.00	162,000.00
62	PAVEMENT HIGHWAY REMOVE AND REPLACE TY-2	100.00	SY	372.00	37,200.00
63A	HMA PVMNT RMVE AND RPLCE (BKPTH/DRVWY) TY-3 place stone & 4" asphalt	2,200.00	SY	45.00	99,000.00
63B	HMA PVMNT RMVE AND RPLCE (BKPTH/DRVWY) TY-3 grind and place 4" asphalt over existing stone	4,100.00	SY	40.00	164,000.00
63C	DEDUCT IF FULL AMOUNT OF ITEMS 63A&B ARE ACHIEVED (COMPLETE BIKE PATH)		LS	(100,000.00)	
64	PCC PAVEMENT REMOVE AND REPLACE TY-4	50.00	SY	225.00	11,250.00
65	DETECTABLE WARNINGS	170.00	SF	55.00	9,350.00
66	AGGREGATE SHOULDERS TYPE B 8"	10.00	TON	100.00	1,000.00
67	CONCRETE BARRICADES	160.00	LF	38.00	6,080.00
68	REMOVE AND REPLACE WOOD SPLIT FENCE	835.00	LF	30.00	25,050.00
69	REM/RELOCATE & REPLACE PICKET FENCE	190.00	LF	36.00	6,840.00
70	TREE REMOVAL 6 TO 15 UNITS DIA (AS NEEDED)	5.00	UNIT	450.00	2,250.00
71	TREE REMOVAL OVER 15 UNITS DIA (AS NEEDED)	3.00	UNIT	450.00	1,350.00
72	TOPSOIL FURNISH AND PLACE 6"	7,500.00	SY	6.00	45,000.00
73	SEEDING CLASS 1 (WITH FERTILIZER)	23,300.00	SY	0.75	17,475.00
74	EROSION CONTROL BLANKET	23,300.00	SY	1.40	32,620.00
75	INLET AND PIPE PROTECTION	20.00	EA	300.00	6,000.00
76	SILT FENCE	500.00	LF	3.50	1,750.00
77	DETECTOR LOOP REPLACEMENT (AS NEEDED)	250.00	LF	16.00	4,000.00
78	BED ROCK EXCAVATION (AS NEEDED)	4.00	CY	500.00	2,000.00
79	UNCONTAMINATED SOIL CERTIFICATION	1.00	LS	12,000.00	12,000.00
80	PASSIVE CATHODIC PROTECTION - ANODES	40.00	EA	250.00	10,000.00
81	TRAFFIC CONTROL AND PROTECTION	1.00	LS	90,000.00	90,000.00
82	MOBILIZATION	1.00	LS	207,000.00	207,000.00
				BID =	<u>3,761,625.25</u>



Agenda Item Executive Summary

Item Name Metering Station Easement Agreement with the Committee
 DuPage Water Commission or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The attached easement agreement is for the DuPage Water Commission's metering station that is needed for the Lake Michigan water transition. This metering station will be located at the Public Works Facility east of the Receiving Station. The metering station will be owned and maintained by the DuPage Water Commission.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Easement Agreement and Exhibits

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2018-_____, a resolution approving of the metering station easement agreement between the Village of Bartlett and the DuPage Water Commission.

Staff: Dan Dinges, Director of Public Works

Date: 03/23/18

PUBLIC WORKS MEMO



DATE: August 13, 2018

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Metering Station Easement Agreement with the DuPage Water Commission

The attached easement agreement is for the DuPage Water Commission's metering station that is needed for the Lake Michigan water transition. This metering station will be located at the Public Works Facility east of the Receiving Station. The metering station will be owned and maintained by the DuPage Water Commission.

MOTION: I move to approve Resolution 2018-_____, a resolution approving of the metering station easement agreement between the Village of Bartlett and the DuPage Water Commission.

RESOLUTION 2018 - _____

**A RESOLUTION APPROVING OF THE METERING STATION
EASEMENT AGREEMENT BETWEEN THE VILLAGE OF
BARTLETT AND THE DuPAGE WATER COMMISSION**

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 DuPage Water Commission Metering Station Easement Agreement (Bartlett MS-30A) dated August 21, 2018, between the Village of Bartlett and the DuPage Water Commission (the "Easement Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: August 21, 2018

APPROVED: August 21, 2018

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2018 - _____ enacted on August 21, 2018, and approved on August 21, 2018, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

DUPAGE WATER COMMISSION

METERING STATION

EASEMENT AGREEMENT
(Bartlett MS-30A)

PERMANENT REAL ESTATE TAX INDEX NO. 01-11-200-003

Prepared by and Mail to:

John Spatz
General Manager
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642
630-834-0100

METERING STATION
EASEMENT AGREEMENT
(Bartlett MS-30A)

THIS EASEMENT AGREEMENT, made and entered into this 21st day of August, 2018, by and between the DuPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (the "Commission") and the VILLAGE OF BARTLETT, a unit of local government created and existing under the laws of the State of Illinois and a customer of the Commission (the "Customer"),

WITNESSETH:

WHEREAS, the Commission and the Customer have entered into a certain Water Purchase and Sale Contract dated as of February 7, 2017 (the "Contract"); and

WHEREAS, the Contract provides that the Commission is to furnish, install, own, operate, maintain, and repair certain equipment and devices, together with certain structures and portions of its water distribution main, including underground feeder pipeline and related equipment, for properly conveying and measuring the quantity of Lake Michigan water delivered by the Commission to the Customer at the connection point provided for under the Contract (collectively referred to as the "Metering Station"); and

WHEREAS, the Contract provides that the Metering Station is to be located at a site selected and provided by the Customer, subject to review and approval by the Commission; and

WHEREAS, the Customer has selected the site legally described in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof (the "Metering Station Easement Premises") for the location of the Metering Station as generally depicted in Exhibit 2 attached hereto and by this reference incorporated herein and made a part hereof; and

WHEREAS, the Commission has reviewed the Metering Station Easement Premises and approved the same for the location of the Metering Station; and

WHEREAS, the Commission has submitted to the Customer for review the drawings and specifications for the Metering Station; and

WHEREAS, the Commission and the Customer desire to enter into this Easement Agreement in order to provide the Commission with a sufficient property interest in the Metering Station Easement Premises to fulfill the provisions and purpose of the Contract;

WHEREAS, the Commission has duly adopted its Ordinance No. O-__-18, being "An Ordinance Requesting the Intergovernmental Transfer of Easement Rights for the Bartlett Metering Station MS-30A Site and Authorizing the Execution of the Bartlett Metering Station Easement Agreement," pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.; and

WHEREAS, the Customer has duly adopted its Resolution No. 2018-_____, being "A Resolution Approving the Intergovernmental Transfer of Easement Rights to the DuPage Water Commission," pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Commission and the Customer hereby agree as follows:

1. The foregoing recitals are hereby incorporated herein as substantive provisions of this Easement Agreement.

2. The Customer hereby grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a perpetual easement to construct, furnish, install, own, operate, maintain, test, inspect, remove, repair, and replace the Metering Station at, in, under, and upon the Permanent Metering Station Easement, together with all reasonable rights of ingress and egress along or across any adjoining lands of, or under the jurisdiction and control of, the Customer. The Customer hereby further grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a non-exclusive perpetual access easement along and across the real property legally described in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof (the "Permanent Access Easement"). The Customer hereby further grants, conveys, warrants, and dedicates to the Commission, its successors and assigns, a non-exclusive perpetual utility access easement along and across the real property legally described in Exhibit 1 attached hereto and by this reference incorporated herein and made a part hereof (the "Permanent Utility Easement").

3. The Metering Station shall be not located, constructed, or maintained in any manner not in substantial conformity with Exhibit 2 without the express consent of the Customer, which consent shall not be unreasonably withheld.

4. The Customer hereby further grants to the Commission a temporary construction easement for the installation of the Metering Station upon, along, and across the real property legally described in Exhibit 3 attached hereto and by this reference incorporated herein and made a part hereof (the "Subject Property"). Said temporary construction easement shall be used by the Commission only during periods of actual installation activity and for any necessary restoration of the Metering Station Easement Premises.

5. The Commission shall exercise the easement rights hereby granted with due care, and shall not unreasonably interfere with, damage, or harm any Customer property located upon the Subject Property or Customer's adjacent property.

6. After construction of the Metering Station, the Metering Station Easement Premises shall be restored in accordance with the drawings and specifications for the Metering Station. All fences, roads, landscaping, and improvements shall be restored to former condition by the Commission if disturbed or altered in any manner by construction or maintenance activities of the Commission.

7. The Customer hereby reserves the right to use the Permanent Metering Station Easement, the Permanent Access Easement, the Permanent Utility Access Easement , and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Commission of the rights granted hereunder; provided, however, that the Customer shall not in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Permanent Metering Station Easement, the Permanent Access Easement, the Permanent Utility Access Easement without the express prior written consent of the Commission, nor shall the Customer permanently or temporarily improve, damage, or obstruct the Permanent Metering Station Easement, the Permanent Access Easement, the Permanent Utility Access Easement in any manner that would impair the exercise by the Commission of the rights hereby granted.

8. To the fullest extent permitted by law, the Customer agrees to indemnify and defend the Commission with respect to any and all claims or damages to persons or property which may arise directly from the negligence of the Customer, or its agents or employees, in performing any work on the Permanent Metering Station Easement, the Permanent Access Easement, the Permanent Utility Access Easement , the Subject Property, and it's

adjacent property in conjunction with its rights pursuant to Paragraph 7 hereof, and, except as otherwise provided in the Contract, the Commission agrees to indemnify and defend the Customer with respect to any and all claims of damages to persons or property which may arise directly from the negligence of the Commission, or its agents or employees, in performing any work on the Permanent Metering Station Easement, the Permanent Access Easement, the Permanent Utility Access Easement and the Subject Property in conjunction with its rights pursuant to Paragraphs 2, 4, and 5 and 7 hereof. The Customer shall provide to the Commission, and the Commission shall provide to the Customer, a certificate of insurance or proof of self-insurance coverage as evidence of its continuing ability to meet the obligation established in this Paragraph, and both shall maintain such coverage at all times.

9. This Easement Agreement shall constitute and stand in the place of all Customer permits required by the Commission or its contractor to construct, furnish, install, own, operate, maintain, test, inspect, repair, remove, or replace the Metering Station at, in, under, and upon the Metering Station Easement Premises, and the Customer hereby agrees to execute any and all additional documents, approvals, waivers, or consents, if any, that may be reasonably necessary for the Commission to secure any permits required from any county, state, or federal agency for or in connection with constructing, furnishing, installing, owning, operating, maintaining, testing, inspecting, repairing, removing, or replacing the Metering Station.

10. In the event that the Contract is terminated without renewal with respect to the Customer, the Commission shall, within 90 days execute and deliver to the Customer an appropriate document evidencing the termination of this Easement Agreement and releasing the easement rights hereby granted. The Commission may, within said 90 day period, in its

own discretion, and at the Customer's expense, remove the Metering Station from the Metering Station Easement Premises. If the Commission fails to remove the Village of Bartlett Metering Station, as aforesaid, the Customer may take title to the Metering Station.

11. All rights, title, and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective grantees, successors, assigns, and legal representatives.

12. All representations and warranties contained herein shall survive the execution of this Easement Agreement and the recordation hereof and shall not be merged.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper representatives duly authorized to execute the same.

DUPAGE WATER COMMISSION

ATTEST:

By: _____
John F. Spatz Jr.
General Manager

Carolyn Johnson
Clerk

VILLAGE OF BARTLETT

By: _____
Kevin Wallace
Village President

ATTEST:

Lorna Giles, Village Clerk

EXHIBIT 1

LEGAL DESCRIPTIONS OF THE
METERING STATION EASEMENT PREMISES

PERMANENT METER STATION EASEMENT:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 13 IN UNIT 1-K ADDITION SUBDIVISION, BEING A SUBDIVISION OF PART OF SAID NORTHEAST QUARTER OF SECTION 11, ACCORDING TO THE PLAT RECORDED APRIL 15, 1994 AS DOCUMENT R94-089212; THENCE SOUTHERLY ALONG A LINE 66.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 11; HAVING AN ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (N.A.D. 83, 2011 ADJUSTMENT) GRID BEARING OF SOUTH 00 DEGREES 35 MINUTES 17 SECONDS WEST A DISTANCE OF 204.37 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 85.00 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 17 SECONDS WEST, 72.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 85.00 FEET TO A POINT ON SAID LINE 66.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11; THENCE NORTH 00 DEGREES 35 MINUTES 17 SECONDS EAST, 72.00 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

PERMANENT ACCESS EASEMENT:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION WITH THE EAST LINE OF SAID NORTHEAST QUARTER AND THE SOUTH RIGHT-OF-WAY LINE OF STEARNS ROAD AS DEDICATED PER DOCUMENT NO. R78-081857 AND RECORDED AUGUST 29, 1978; THENCE SOUTHERLY ALONG SAID EAST LINE HAVING AN ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (N.A.D. 83, 2011 ADJUSTMENT) GRID BEARING OF SOUTH 00 DEGREES 35 MINUTES 17 SECONDS WEST A DISTANCE OF 853.54 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 66.00 FEET TO A POINT ON A LINE 66.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11; THENCE NORTH 00 DEGREES 35 MINUTES 17 SECONDS EAST, 852.41 FEET ALONG SAID PARALLEL LINE TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF STEARNS ROAD; THENCE NORTH 89 DEGREES 01 MINUTES 16 SECONDS EAST, 66.02 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

EXHIBIT 1

LEGAL DESCRIPTIONS OF THE
METERING STATION EASEMENT PREMISES

PERMANENT UTILITY EASEMENT:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 13 IN UNIT 1-K ADDITION SUBDIVISION, BEING A SUBDIVISION OF PART OF SAID NORTHEAST QUARTER OF SECTION 11, ACCORDING TO THE PLAT RECORDED APRIL 15, 1994 AS DOCUMENT R94-089212; THENCE SOUTHERLY ALONG A LINE 66.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 11; HAVING AN ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (N.A.D. 83, 2011 ADJUSTMENT) GRID BEARING OF SOUTH 00 DEGREES 35 MINUTES 17 SECONDS WEST A DISTANCE OF 204.37 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 80.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 4.02 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 17 SECONDS WEST, 14.84 FEET; THENCE NORTH 24 DEGREES 44 MINUTES 40 SECONDS WEST, 19.65 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 9.59 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 17 SECONDS WEST, 12.47 FEET; THENCE SOUTH 24 DEGREES 44 MINUTES 40 SECONDS EAST, 9.39 FEET TO THE POINT OF BEGINNING.

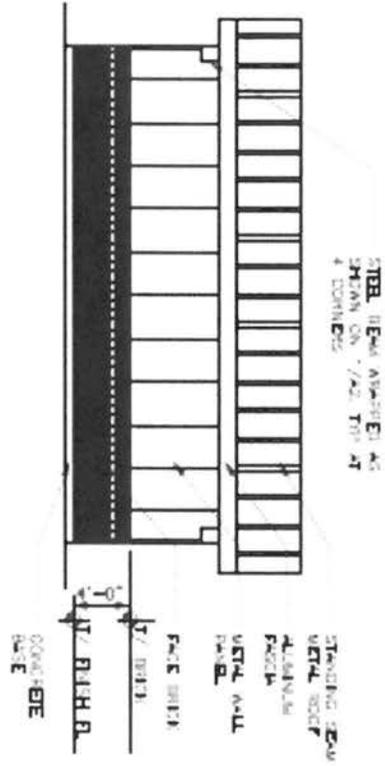
EXHIBIT 2

PLANS FOR METERING STATION

EXHIBIT 2-A

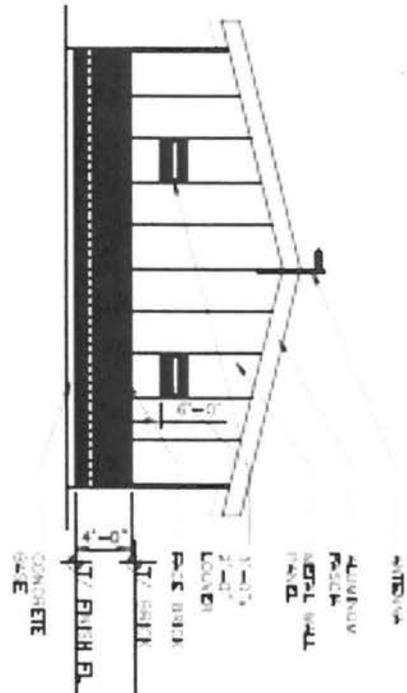
NORTH ELEVATION

SCALE 1/8" = 1'-0"



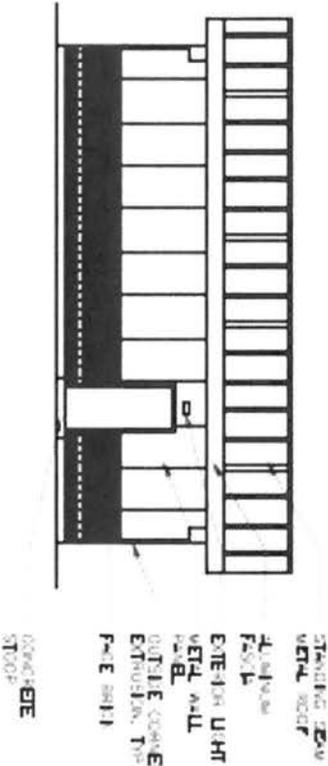
EAST ELEVATION

SCALE 1/8" = 1'-0"



SOUTH ELEVATION

SCALE 1/8" = 1'-0"



WEST ELEVATION

SCALE 1/8" = 1'-0"

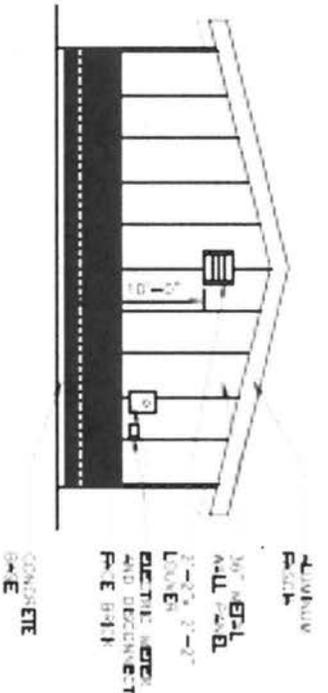
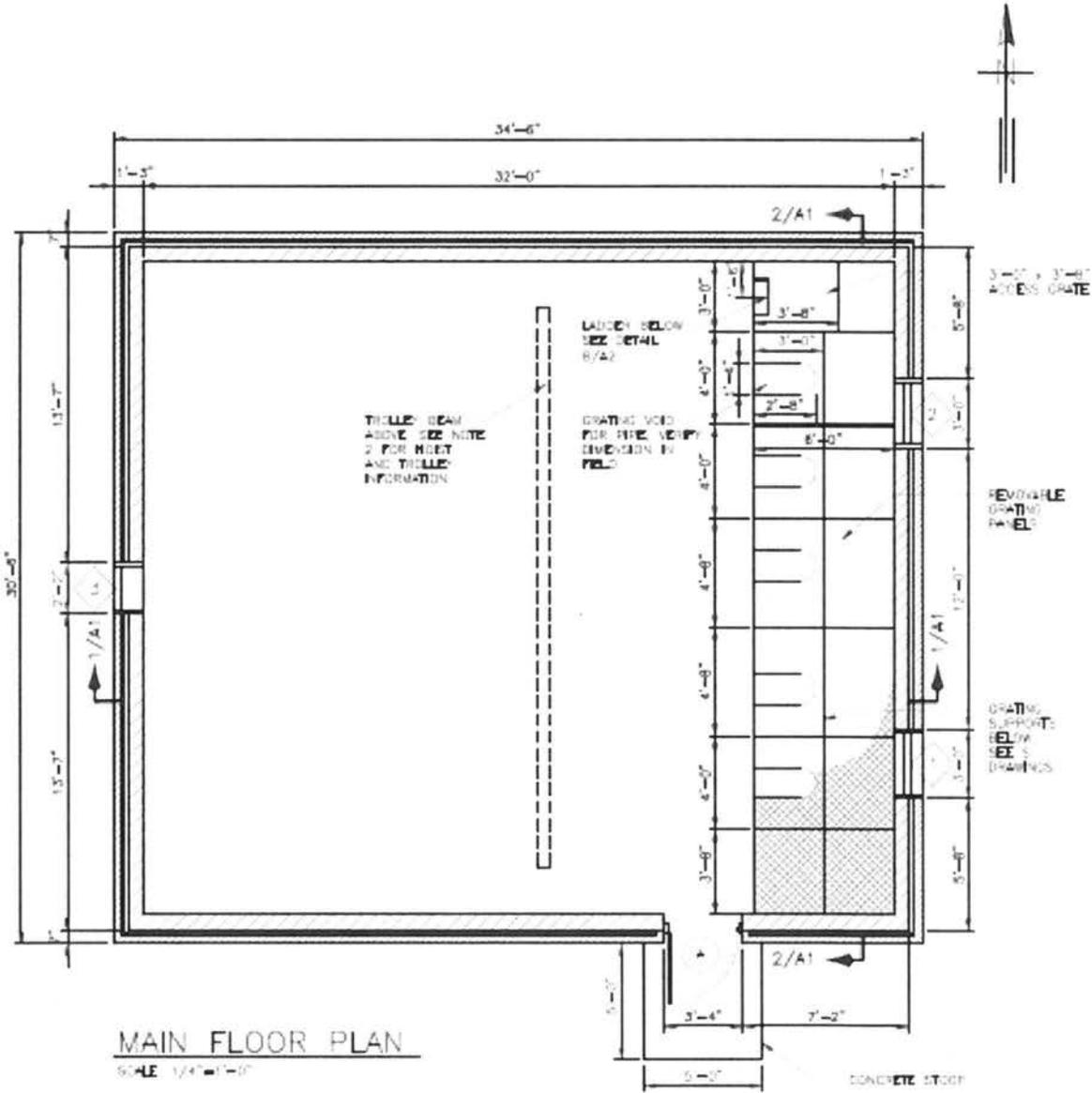
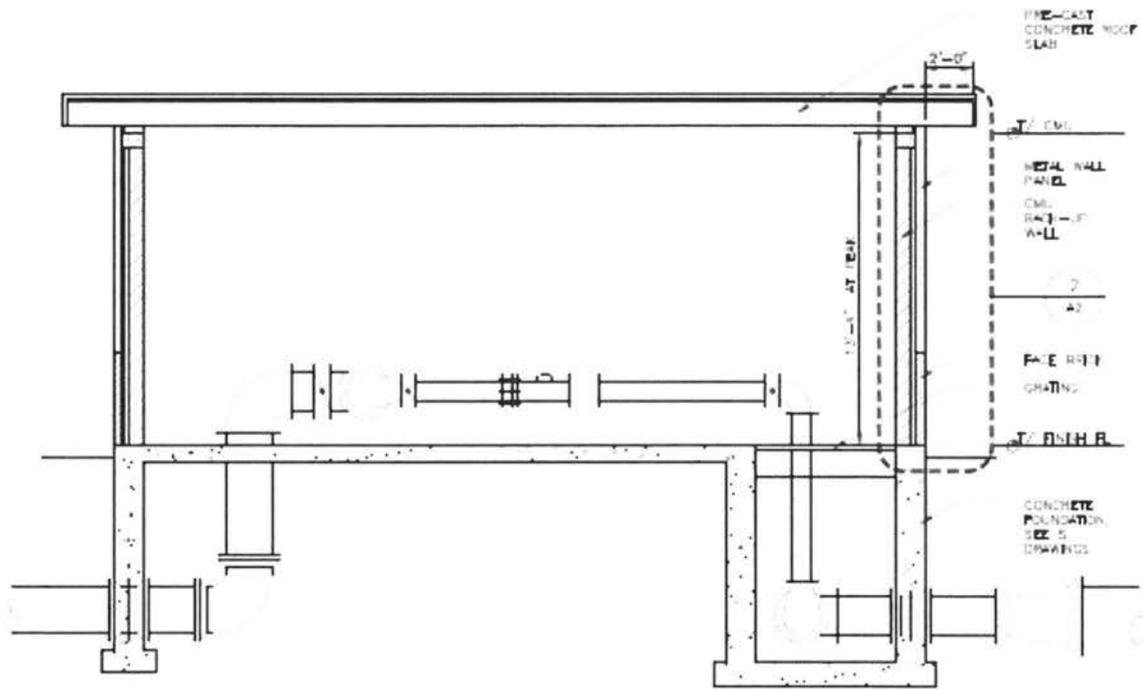


EXHIBIT 2-B
FLOOR PLAN

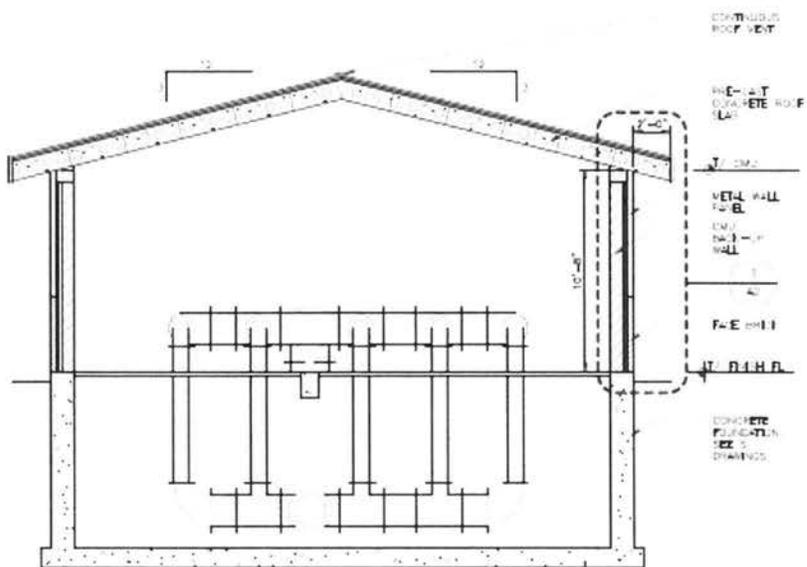


MAIN FLOOR PLAN
SCALE 1/4" = 1'-0"

EXHIBIT 2-C
SECTIONS



BUILDING SECTION 1/A1
SCALE 1/4" = 1'-0"



BUILDING SECTION 2/A1
SCALE 1/4" = 1'-0"

EXHIBIT 3

LEGAL DESCRIPTION OF THE TEMPORARY CONSTRUCTION
EASEMENT PREMISES

TEMPORARY CONSTRUCTION EASEMENT:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 13 IN UNIT 1-K ADDITION SUBDIVISION, BEING A SUBDIVISION OF PART OF SAID NORTHEAST QUARTER OF SECTION 11, ACCORDING TO THE PLAT RECORDED APRIL 15, 1994 AS DOCUMENT R94-089212; THENCE SOUTHERLY ALONG A LINE 66.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 11; HAVING AN ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (N.A.D. 83, 2011 ADJUSTMENT) GRID BEARING OF SOUTH 00 DEGREES 35 MINUTES 17 SECONDS WEST A DISTANCE OF 177.37 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 103.01 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 17 SECONDS WEST, 116.01 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 103.01 FEET TO A POINT ON SAID LINE 66.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 11; THENCE NORTH 00 DEGREES 35 MINUTES 17 SECONDS EAST, 116.01 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John F. Spatz Jr., personally known to me to be the General Manager of the DuPage Water Commission, and Carolyn Johnson, personally known to me to be the Clerk of the DuPage Water Commission, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of said Commission, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kevin Wallace, personally known to me to be the Village President of the Village of Bartlett, and Lorna Giless, personally known to me to be the Village Clerk of the Village of Bartlett, and personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

MEMO

Date: August 9, 2018

To: Paula Schumacher, Acting Village Administrator

From: Dan Dinges, Public Works Director

Re: ***Public Works Purchase of One (1) International Dump Truck***

I have received all of the necessary information regarding the purchase of One (1) Dump Truck through the State of Illinois Joint Purchase Program.

Rush Truck Centers of Springfield Illinois was awarded the contract for these vehicles, which include dump bodies and snow removal equipment. The cost for the truck delivered to Bartlett is \$136,539. There is a budget of \$135,000 in the current budget for this vehicle purchase.

This truck will replace Truck 07-020, our last 2007 International, which will be sold at auction after the new truck is delivered. Based on past auctions we anticipate the selling price for the old truck to be approximately \$20,000.

I would recommend the Village of Bartlett purchase one (1) International Dump Truck with snow removal equipment from Rush Truck Centers of Springfield for the total amount of \$136,539.

Please place this on the next available Village Board Agenda.

Motion: I move the Village Board award the purchase of One (1) International Dump Truck with Snow Removal Equipment through the State of Illinois Joint Purchase to Rush Truck Centers of Springfield, in the amount of \$136,539.

cc: Todd Dowden, Finance Director



New Truck Proposal
Single Axle Dump Truck Specifications
State of Illinois Solicitation # 227888 - Contract # PSD4018132

Keith Watson
 CONTACT NAME
 Village of Bartlett
 BUYER INFORMATION
 228 S. Main Street
 ADDRESS
 Bartlett, IL 60103
 CITY/ STATE/ ZIP
 630-837-0811 phone 630-837-9043 fax kwatson@vbartlett.org
 PHONE/ FAX/ EMAIL
 FEIN # / TAX EXEMPT # / COUNTY

DATE: 06/19/18

Contact: Kevin Burdell
 Municipal Fleet Sales
 3441 Gatlin Drive Springfield, IL 62707
 Ofc: 217-718-2217
 Email: BurdellK@rushenterprises.com

Please Circle Cab Color:
 Red-2303 / IDOT Orange / Omaha Orange
 School Bus Yellow / Blue 6800 / Blue Met-6E12
 Green-5047 / White / Black

2019 INTERNATIONAL 7400 SFA 4X2 / 160" WHEELBASE/ 85" CAB TO AXLE
 120,000 PSI/ 2,654,000 RBM single frame rail w/ 20" front frame extension
CUMMINS L9 300HP/ 860# TORQUE with GRID HEATER
3000RDS Allison Six (6) speed trans. w/ T-Handle & External Trans. Cooler
 Extended Life Oil Pan/ Transmission TCM mounted inside cab
 Transmission temp. gauge/ Hour meter/ Plow light Switch
 Warning Lights & Alarm for Low Coolant, Low Oil PSI, Engine Temp.
 "Winter/Summer" Air Cleaner w/ In-Dash Filter Minder
 Horton Two-Speed Fan Drive/ Front Engine PTO/ Block Heater
16,000# Front Axle & Suspension w/ 2000# aux. overloads & HD shocks
21,000# Rear axle with 23,500# susp. & 4500# Multi-leaf aux / SPL type drivelines
 Air Brakes w/ 13.2 compressor/ Bendix air dryer/ DV2 Heated drain valve
 Automatic slack adjusters/ Oil bath wheel seals/ Stationary front grille
 Trailer brake package w/ 7-way ABS trailer plug/ Bodybuilder wires @ BOC
 Tilt & Telescoping steering / Leece-Neville 190 amp alternator/ Delco starter
 100 gallon 26" diameter alum fuel tank (driver side) w/ fuel water separator
 9.5 gallon DEF tank mounted driver side
 Three (3) Batteries @ 1950 CCA w/ battery box mounted right side BOC
 Horizontal muffler mounted under cab w/ vert. exhaust pipe & 36" turn out
 Air horn/ Jump start stud/ L.E.D. cab marker lights/ Air ride cab
 AM/FM/WB radio / Air conditioning / Cigar lighter
 Black heated mirrors w/ Black heated fender-mounted convex mirrors
 Air ride driver seat with armrest/ Fixed passenger seat/ Daytime lights
 315/80R22.5 Continental (20PLY) STEER TIRES w/ Gray Powder coat wheels
 11R22.5 Continental (14PLY) DRIVE TIRES w/ Gray Powder Coat Wheels

Sales price \$78,217.00
 Options (\$801.00)
 Body price \$59,020.00
 Freight \$0.00
 Sub-total \$136,436.00
 Trade _____
 License/ Title \$103.00
 Total \$136,539.00

177" WB / 102" CA	\$	-
Omit Front PTO Adaptor	\$	(141)
Trans Dipstick - right side	\$	49
14K Front Axle/Springs/12R22.5 tires	\$	(782)
Bright Finish Mirror Heads	\$	148
70 Gallon Fuel Tank	\$	(75)
White Powder Coat Wheels	\$	-

PLEASE CIRCLE DESIRED GEAR RATIO:
6.14 (67 mph) / 6.43 (64 mph) / 6.83 (60 mph)

Please include copy of tax exempt form w/ your order.
 All prices are F.O.B. Springfield, Illinois
 Payment in full is due at time of delivery.

Kevin Burdell- Municipal Fleet Sales Representative

Signature of Buyer Purchase Order Number (if applicable)