

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**FEBRUARY 19, 2019**  
**7:00 P.M.**

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

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

6. MINUTES: Board & Committee Minutes–February 5, 2019
- \*7. BILL LIST: February 19, 2019
8. TREASURER'S REPORT: December, 2018  
Sales Tax Report – October, 2018  
Motor Fuel Tax Report – November, 2018
9. PRESIDENT'S REPORT: None
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES
11. TOWN HALL: (Note: Three (3) minute time limit per person)
12. STANDING COMMITTEE REPORTS:
  - A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS
    1. Ordinance Amending Title 9, Chapter 3, Section 9-3-4 of the Bartlett Municipal Code Regarding Senior Building Permit Fees
  - B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA
    - \*1. Resolution In Support of the Interim Fly Quiet Program
    - \*2. Ordinance Adopting the Village of Bartlett, Illinois Official Zoning Map 2019
  - C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
    - \*1. Ordinance Amending the Bartlett Municipal Code Regarding Sewer Charges
    - \*2. Resolution Approving of Disbursement Request for Payout No. 11 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. O'Hare's Pub Class J Liquor License Application
  - E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARONARO
    - \*1. Ordinance Authorizing the Sale of Personal Property Owned by the Village of Bartlett on eBay
  - F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE
    1. Resolution Approving the Contract Between the Village of Bartlett and Schroeder Asphalt Services, Inc. for the Construction of the Bartlett/IDNR Bicycle Paths
13. NEW BUSINESS
14. QUESTION/ANSWER: PRESIDENT & TRUSTEES
15. ADJOURNMENT



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**February 5, 2019**

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1. CALL TO ORDER

President Wallace called the regular meeting of February 5, 2019 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, Deyne, Gabrenya, Hopkins, Reinke and President Wallace

ABSENT: Trustee Carbonaro

ALSO PRESENT: Village Administrator Paula Schumacher, Acting Community Development Director Roberta Grill, Finance Director Todd Dowden, Public Works Director Dan Dinges, Building Director Brian Goralski, Police Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – The Board observed a moment of silence.

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 item 2 under Community & Economic Development, Resolution 2019-06-R, a Resolution in Support of a State of Illinois Capital Bill to the Consent Agenda.

Trustee Reinke stated that he would like to add item 1 under Public Works, Resolution 2019-07-R, a Resolution Approving of the Agreement Between the Village of Bartlett and Patriot Pavement Maintenance, Inc. for the 2019 Crack Sealing Project to the Consent Agenda.

Trustee Camerer moved to amend the Consent Agenda to add item 2 under Community & Economic Development, Resolution 2019-06-R, a Resolution in Support of a State of



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Illinois Capital Bill and item 1 under Public Works, Resolution 2019-07-R, a Resolution Approving of the Agreement Between the Village of Bartlett Patriot Pavement Maintenance, Inc. for the 2019 Crack Sealing Project and that motion was seconded by Trustee Deyne.

**ROLL CALL VOTE TO AMEND THE CONSENT AGENDA**

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

NAYS: None

ABSENT: Trustee Carbonaro

**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 Deyne 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 Hopkins.

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

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

NAYS: None

ABSENT: Trustee Carbonaro

**MOTION CARRIED**

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

Trustee Gabrenya thanked the village employees for cleaning the roads and keeping residents safe during the snow storm.



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Trustee Reinke thanked the finance director for his recent assistance in acquiring a transfer stamp.

11. TOWN HALL

**Cheryl Lemvig, 950 Grant Street**

Ms. Lemvig requested "No Parking" signs on the inner radius of the curve on Grant Street involving three houses. She presented pictures to the Board showing congestion and visibility problems on the curve around the addresses of 961-971. She indicated that she and her husband have almost had a head on collision with another vehicle coming the other way three different times. Many children live in this area and could also be in danger if they are riding bikes, playing ball or skateboarding. For their safety and the safety of drivers, she wanted to see the "No Parking" signs installed at the above location.

**Parth Patel, 160 Pleasant Drive**

Mr. Patel stated that he urged the Board to approve the Resolution endorsing the Metropolitan Mayors Caucus' Greenest Region Compact 2. He believed that this compact, along with the extensive checklist that it includes, is a fantastic opportunity for the Village to become a sustainability and renewable energy leader.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

Trustee Gabrenya presented Resolution 2019-05-R, a Resolution Endorsing the Metropolitan Mayors Caucus' Greenest Region Compact 2. She stated that the Metropolitan Mayors Caucus created the Greenest Region Compact 2 as an update to the original GRC of 2007. The Compact lists forty-nine high-level goals for the region and has the support of over a hundred communities in our area. The GRC 2 does not come with any mandates but is designed to be a guide for the Village to follow to make sustainable choices. A couple of ways that the Village is working toward environmental stability is by recently being recognized as a Tree City by the Arbor Day foundation and joining the Mayors Caucus Sol Smart cohort to encourage more solar projects in Bartlett.



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Trustee Gabrenya moved to approve Resolution 2019-05-R, a Resolution Endorsing the Metropolitan Mayors Caucus' Greenest Region Compact 2 and that motion was seconded by Trustee Hopkins.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2019-05-R, ENDORSING METROPOLITAN MAYORS CAUCUS' GREENEST REGION COMPACT 2**

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

NAYS: None

ABSENT: Trustee Carbonaro

**MOTION CARRIED**

Trustee Gabrenya stated that Resolution 2019-06-R, a Metra Resolution in Support of a State of Illinois Capital Bill was covered and approved under the Consent Agenda.

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

Trustee Deyne stated that there was no report.

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

Trustee Camerer stated that the Integrated Lakes Management Open Burn Request-Hawk Hollow Forest Preserve was covered and approved under the Consent Agenda.

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

In the absence of Trustee Carbonaro, Mayor Wallace stated that there was nothing to report.

**F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE**

Trustee Reinke stated that Resolution 2019-07-R, a Resolution Approving of the Agreement Between the Village of Bartlett and Patriot Pavement Maintenance, Inc. for the 2019 Crack Sealing Project; Resolution 2019-08-R, a Resolution Authorizing the Use of Motor Fuel Tax Funds in the Amount of \$2,200,000 for the FY2019/2020 MFT Program and Resolution 2019-09-R, a Resolution Authorizing the Use of Motor Fuel Tax Funds in the Amount of \$400,000 for the 2019 Schick-Petersdorf Resurfacing Project, Phase 3 Construction were covered and approved under the Consent Agenda.

13. NEW BUSINESS - None

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None



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15. ADJOURN TO COMMITTEE OF THE WHOLE MEETING

President Wallace stated that the Board will be going into the Committee of the Whole meeting immediately following the close of this meeting.

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: Trustee Carbonaro

MOTION CARRIED

The meeting was adjourned at 7:14 p.m.

Lorna Giles  
Village Clerk



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
February 5, 2019**

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President Wallace called the Committee of the Whole meeting to order at 7:15 p.m.

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

**ABSENT:** Chairman Carbonaro

**ALSO PRESENT:** Village Administrator Paula Schumacher, Finance Director Todd Dowden, Acting Community Development Director Roberta Grill, Public Works Director Dan Dinges, Building Director Brian Goralski, Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

**BUILDING & ZONING, CHAIRMAN HOPKINS**

**Resubdivision of Lot 72 Moureau's Crest View Addition to Bartlett**

Chairman Hopkins introduced the first agenda item and asked Acting Community Development Director Roberta Grill to explain.

Ms. Grill stated that this is a preliminary final Plat of Resubdivision for a lot that was created in 1926. It is almost 14,000 sq. ft. and petitioners are requesting to subdivide it into two lots. Lot one would be just over 6,000 sq. ft. and lot 2 would be 7,770 sq. ft. which would both meet the lot standards for the SR-4 zoning district, including the 60 foot minimum lot width and the 6,000 sq. ft. minimum size. Lot 1 would have access off of North Ave. and Lot 2 would have access off of Chase Ave. Utility and drainage easements would be incorporated in accordance with the subdivision ordinance. Parkway trees would be planted and the petitioner is also asking for two variations. The first is a four foot reduction on the 45 foot rear yard on lot 1 and 9 foot reduction from the required 45 foot rear yard on lot 2. The engineering plans are currently being reviewed and if this would be approved, we would assign new addresses. We recommend it be forwarded to the Zoning Board for a public hearing for the two variances and the Plan Commission for further review.

Chairman Hopkins asked if it would require them to fix the sidewalk.

Ms. Grill stated that was correct.

**FINANCE & GOLF, CHAIRMAN DEYNE**

**Sewer Rate Increase for May 1, 2019**

Mr. Dowden stated that this is year #2 of a three year phase of sewer rate increases for capital projects. Last year, rates increased 24% in Cook County, 30% in DuPage County



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and 8% in Kane County. \$1,130,000 was generated from that increase. This new increase would generate approximately \$1,130,000 as well. The projects include the Devon excess flow facility, the Bittersweet wastewater treatment plant improvements and the annual sewer rehabilitation program. The rates for this increase are 19% in Cook County, 23% in DuPage County and 7% in Kane County. For the typical monthly bill of 6,000 gallons, the sewer increase would be \$3.98 in Cook County, \$8.12 in DuPage County and \$1.31 in Kane County. The water rates were approved to increase in September of 2018. That would also increase those bills starting in May. We are raising rates to cover cash flow. We are below the minimum policy fund balances, so we are trying to keep a positive cash flow at this time and not try to increase the fund balances. Staff also updated a survey of rates from comparable towns. We are creeping up that list. We are not at the top, but we are getting up there due to all the capital projects. If you have any questions, staff would be happy to answer those.

Chairman Hopkins asked if this rate also included the sewer lining.

Mr. Dowden stated that it does include that.

Chairman Reinke asked if we will see this increase for years to come.

Mr. Dowden stated that this is part of a three year program. This is the second year and it is mainly for the major capital improvements to cover the debt service for the excess flow facility and treatment plant improvements.

Chairman Reinke asked when the time comes that these capital projects reach the end of their lives, will we have enough in capital to cover it and not have to do this increase again.

Public Works Director Dan Dinges stated that it depends on what the EPA regulations do. They usually change which require us to make changes. If there were no regulation changes, then yes, he believes that we can continue to do our maintenance. As technology changes, there will likely be nothing 20 years down the road that we would likely need to move forward, but that is unknown at this time.

Mr. Dowden stated that the debt service loans on the IEPA loan and bond issuance will be 20 years.

President Wallace stated that the executive session will be postponed until the February 19<sup>th</sup> meeting due to inclement weather.

Trustee Deyne moved to adjourn and Trustee Camerer seconded the motion.

**ROLL CALL VOTE TO ADJOURN THE MEETING**





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COMMITTEE MINUTES  
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AYES: Trustee Camerer, Deyne, Gabrenya, Hopkins, Reinke  
NAYS: None  
ABSENT: Trustee Carbonaro

MOTION CARRIED

The meeting adjourned at 7:22 p.m.

Sam Hughes  
Deputy Village Clerk

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 2/19/2019**

**100-GENERAL FUND REVENUES**

**480602-IRMA REIMBURSEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK	VEHICLE REPAIR OVERPAYMENT	21.15
	<b>INVOICES TOTAL:</b>	<b>21.15</b>

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - FEB 2019	284,203.73
** 1 DEARBORN NATIONAL LIFE	MONTHLY INSURANCE - FEB 2019	2,568.16
** 1 FIDELITY SECURITY LIFE	MONTHLY INSURANCE - FEB 2019	992.29
	<b>INVOICES TOTAL:</b>	<b>287,764.18</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	LUNCH MEETING/FACEBOOK FEE	74.00
1 CITY OF WOOD DALE	SHARED BOOTH FEE/ICSC TRADE SHOW	441.69
	<b>INVOICES TOTAL:</b>	<b>515.69</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGES	82.76
1 WAREHOUSE DIRECT	INK CARTRIDGES/ENVELOPES	209.82
	<b>INVOICES TOTAL:</b>	<b>292.58</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	NPELRA SEMINAR REGISTRATION	195.00
	<b>INVOICES TOTAL:</b>	<b>195.00</b>

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM SUPPLIES	210.58
	<b>INVOICES TOTAL:</b>	<b>210.58</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MEETING REFRESHMENTS	20.89
1 COMCAST	VPN SERVICE	31.57
	<b>INVOICES TOTAL:</b>	<b>52.46</b>

\*\* Indicates pre-issue check.

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 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 2/19/2019

**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	1,125.00
<b>INVOICES TOTAL:</b>		<b>2,050.00</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	HLR POSTAGE	16.11
1 GEWALT HAMILTON ASSOCIATES INC	TRAFFIC PASS THRU	1,255.00
<b>INVOICES TOTAL:</b>		<b>1,271.11</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METRA	SPAULDING RD GRADE CROSSING IMPROVEMENT	11,070.00
<b>INVOICES TOTAL:</b>		<b>11,070.00</b>

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	32.33
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	59.23
<b>INVOICES TOTAL:</b>		<b>91.56</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IGFOA ANNUAL DUES	500.00
<b>INVOICES TOTAL:</b>		<b>500.00</b>

**1500-COMMUNITY DEVELOPMENT**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 YOU'RE #1 INC	LANYARDS	243.34
<b>INVOICES TOTAL:</b>		<b>243.34</b>

**1600-BUILDING**

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	NPELRA SEMINAR REGISTRATION	195.00
<b>INVOICES TOTAL:</b>		<b>195.00</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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 INVOICES DUE ON/BEFORE 2/19/2019**

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	42.50
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	59.79
1 PROSHRED NORTH	PAPER SHREDDING SERVICES	120.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	690.36
<b>INVOICES TOTAL:</b>		<b>2,147.65</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	1,272.42
<b>INVOICES TOTAL:</b>		<b>1,272.42</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	POWER SUPPLIES FOR ZEBRA PRINTERS	55.85
1 WAREHOUSE DIRECT	COMPUTER SUPPLIES	289.59
<b>INVOICES TOTAL:</b>		<b>345.44</b>

**526000-SERVICE TO MAINTANE VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	246.28
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	342.80
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	19.95
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	1,041.41
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.95
1 MR CAR WASH	JANUARY 2019 CAR WASHES	47.84
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	49.95
<b>INVOICES TOTAL:</b>		<b>1,808.08</b>

**526100-AUTO BODY REPAIRS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BOB'S AUTO BODY INC	AUTO BODY REPAIRS	1,563.10
<b>INVOICES TOTAL:</b>		<b>1,563.10</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	11.96
** 1 CARDMEMBER SERVICE	MATERIALS & SUPPLIES	138.18
1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER MEDICATION	9.82
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	266.38
1 HR DIRECT	EMPLOYEE OF THE MONTH PINS	291.39

\*\* Indicates pre-issue check.

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1	PRESENTA PLAQUE CORPORATION	PLAQUE	142.70
**	1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	210.65
1	STREICHER'S INC	MEDALS	161.85
1	TRI-TECH FORENSICS INC	TEST KITS/SWABS	292.00
1	WAREHOUSE DIRECT	TONER	186.80
1	WAREHOUSE DIRECT	INK CARTRIDGE	98.64
1	WAREHOUSE DIRECT	HOT CUPS	26.93
1	WAREHOUSE DIRECT	TONER	128.43
1	ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	40.93
			<u>INVOICES TOTAL:</u>
			<u>2,006.66</u>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 R & M SPECIALTIES LTD	POLO SHIRT	22.00
1 STREICHER'S INC	UNIFORM ACCESSORIES	24.99
1 STREICHER'S INC	DUTY HAT/STRAP	54.50
1 STREICHER'S INC	DUTY HAT/STRAP	54.50
		<u>INVOICES TOTAL:</u>
		<u>155.99</u>

**530125-SHOOTING RANGE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	RANGE SUPPLIES	225.00
		<u>INVOICES TOTAL:</u>
		<u>225.00</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABILITY AWARDS INC	NAME PLATE INSERTS/ENGRAVING	45.90
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	7.47
1 STATE GRAPHICS	BUSINESS CARDS	49.80
1 WAREHOUSE DIRECT	FLASH DRIVES/SUPPLIES	527.20
1 WAREHOUSE DIRECT	FOLDERS/PENS/SUPPLIES	129.24
1 WAREHOUSE DIRECT	DVD-R DISCS/CORRECTION TAPE	68.79
1 WAREHOUSE DIRECT	STAPLERS/PENS/SUPPLIES	96.07
1 WAREHOUSE DIRECT	ENVELOPES/PAPER/DESKTOP TRAYS	58.91
		<u>INVOICES TOTAL:</u>
		<u>983.38</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	TAGS/KEY RINGS	15.83
** 1 CARDMEMBER SERVICE	HANDCUFFS	300.90
		<u>INVOICES TOTAL:</u>
		<u>316.73</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KATHRYN R JUZWIN	CONSULTING SERVICES	3,750.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	100.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	35.00

\*\* Indicates pre-issue check.

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1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	510.00
	<b>INVOICES TOTAL:</b>	<b>4,395.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CNA SURETY	NOTARY RENEWAL/C BARWACZ	30.00
** 1 CNA SURETY	NOTARY RENEWAL/S ANGELACOS	30.00
1 INT'L ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/P ULLRICH	190.00
1 INT'L ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/C SNIDER	190.00
1 INT'L ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/G PRETKELIS	190.00
1 INT'L ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/S WINTERSTEIN	190.00
1 INT'L ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/M MCGUIGAN	190.00
1 INT'L ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/W NAYDENOFF	190.00
1 NATIONAL ASSOC OF TOWN WATCH	MEMBERSHIP DUES	35.00
	<b>INVOICES TOTAL:</b>	<b>1,235.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DOLLY/HAND TRUCK	59.99
	<b>INVOICES TOTAL:</b>	<b>59.99</b>

**544001-PRISONER DETENTION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	33.95
1 AMAZON CAPITAL SERVICES INC	SUGGESTION BOX	43.03
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	19.05
	<b>INVOICES TOTAL:</b>	<b>96.03</b>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM FEES	667.50
1 STEPHEN A LASER ASSOCIATES	POLICE OFFICER ASSESSMENT FEES	2,750.00
1 METRO-WESTERN COOK	BACKGROUND CHECK FEES	36.00
	<b>INVOICES TOTAL:</b>	<b>3,453.50</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTIAN'S FITNESS FACTORY	FITNESS ROOM SMITH MACHINE	1,525.00
	<b>INVOICES TOTAL:</b>	<b>1,525.00</b>

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALTORFER INDUSTRIES INC	WHEEL LOADER RENTAL	3,510.00
1 COMCAST	VPN SERVICE	2.10
1 VERIZON WIRELESS	WIRELESS SERVICES	191.26

\*\* Indicates pre-issue check.

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1 VERIZON WIRELESS	WIRELESS SERVICES	73.28
		<b>INVOICES TOTAL: 3,776.64</b>

**524230-SNOW PLOWING CONTRACTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AJD CONCRETE CONSTRUCTION CORP	SNOW PLOWING SERVICES	3,825.00
1 VIRGILIO CARDENAS	SNOW PLOWING SERVICES	2,700.00
1 VIRGILIO CARDENAS	SNOW PLOWING SERVICES	2,700.00
1 CORNERSTONE LAND & LAWN INC	SNOW PLOWING SERVICES	9,180.00
1 KONCRETE CONSTRUCTION INC	SNOW PLOWING SERVICES	7,290.00
1 S & B PLOWING & SNOW	SNOW PLOWING SERVICES	2,295.00
		<b>INVOICES TOTAL: 27,990.00</b>

**526000-SERVICE TO MAINTANE VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JERRY'S WELDING INC	PLOW FRAME REPAIRS	760.00
		<b>INVOICES TOTAL: 760.00</b>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 J.A.X.S. CORP/SURE GREEN LANDSCAPE	HAULED BRUSH LOADS	180.00
1 SPIRE CORPORATION	EQUIPMENT INSTALLATION	1,277.00
		<b>INVOICES TOTAL: 1,457.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	99.65
1 RANDALL PRESSURE SYSTEMS INC	MATERIALS & SUPPLIES	1,304.88
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	8.99
		<b>INVOICES TOTAL: 1,413.52</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	181.89
		<b>INVOICES TOTAL: 181.89</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AED PROFESSIONALS	HEARTSTART SMART PADS	56.00
1 FIVE STAR SAFETY EQUIPMENT INC	BOOT BUCKLES	37.90
		<b>INVOICES TOTAL: 93.90</b>

**534230-SNOW PLOWING SALT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MORTON SALT INC	ROAD SALT	4,066.75
1 MORTON SALT INC	ROAD SALT	5,107.32

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 9,174.07

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FASTENAL COMPANY	EQUIPMENT MAINTENANCE SUPPLIES	104.17
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	14.11
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	17.62
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	27.48
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	155.00
1 MONROE TRUCK EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	789.70
1 MONROE TRUCK EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	1,210.78
1 RANDALL PRESSURE SYSTEMS INC	EQUIPMENT MAINTENANCE SUPPLIES	76.52
1 ULTRA STROBE COMMUNICATIONS INC	HALOGEN BULBS	59.90
1 WHOLESALE DIRECT INC	EQUIPMENT MAINTENANCE SUPPLIES	158.13
	<u>INVOICES TOTAL:</u>	<u>2,613.41</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FERGUSON ENTERPRISES INC	MAINTENANCE SUPPLIES	47.25
1 UNIFIRST CORPORATION	MATS	16.33
	<u>INVOICES TOTAL:</u>	<u>63.58</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	NPELRA/APWA SEMINAR REGISTRATIONS	335.00
	<u>INVOICES TOTAL:</u>	<u>335.00</u>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	M&M-FEMA NORTH AVENUE BASIN	788.50
	<u>INVOICES TOTAL:</u>	<u>788.50</u>

**4200-MUNICIPAL BLDG PROJECTS EXP**

**585058-2016 POLICE STATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABILITY AWARDS INC	NAME PLATE INSERTS/ENGRAVING	50.00
** 1 CARDMEMBER SERVICE	POLICE FACILITY MOVING EXPENSES	626.50
1 CORRECT DIGITAL DISPLAYS INC	SIGNAGE	6,981.25
1 FREDERICK QUINN CORPORATION	POLICE STATION PAYOUT #19	729,536.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	-0.66
** 1 INTERIOR INVESTMENTS LLC	FURNITURE INSTALLATION	66,075.35
** 1 INTERIOR INVESTMENTS LLC	FURNITURE PURCHASE	294,994.58
** 1 INTERIOR INVESTMENTS LLC	FURNITURE PURCHASE	88,510.58
** 1 INTERIOR INVESTMENTS LLC	WORKSTATION RECONFIGURATION	1,100.00
1 RESILITE SPORTS PRODUCTS INC	WRESTLING MATS	2,536.04

\*\* Indicates pre-issue check.



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1 RIVER RAND AUTO INC	TRUCK RENTAL	72.95
1 WILLIAMS ARCHITECTS	POLICE STATION	16,640.16
<b>INVOICES TOTAL:</b>		<b>1,207,122.75</b>

**4800-BREWSTER CREEK TIF MUN ACC EXP**

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	NIU FORUM REGISTRATION	188.00
<b>INVOICES TOTAL:</b>		<b>188.00</b>

**5000-WATER OPERATING EXPENSES**

**520025-ELGIN WATER AGREEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CITY OF ELGIN	ELGIN WATER BILL	444,403.66
<b>INVOICES TOTAL:</b>		<b>444,403.66</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	191.27
<b>INVOICES TOTAL:</b>		<b>191.27</b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	WATER DEPT DOOR HANGERS	77.90
<b>INVOICES TOTAL:</b>		<b>77.90</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PDC LABORATORIES INC	ANALYTICAL TESTING	40.00
<b>INVOICES TOTAL:</b>		<b>40.00</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	BID NOTICE/PUMP STATION UPGRADE	168.00
<b>INVOICES TOTAL:</b>		<b>168.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,594.76
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	4,366.98
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	936.36
1 NICOR GAS	GAS BILL	238.90
<b>INVOICES TOTAL:</b>		<b>7,137.00</b>

\*\* Indicates pre-issue check.

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**526000-SERVICE TO MAINTANE VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	36.54
	<b>INVOICES TOTAL:</b>	<b>36.54</b>

**527120-SVCS TO MAINT MAINS/STORM LINE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	666.50
	<b>INVOICES TOTAL:</b>	<b>666.50</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	178.18
	<b>INVOICES TOTAL:</b>	<b>178.18</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AED PROFESSIONALS	HEARTSTART SMART PADS	56.00
	<b>INVOICES TOTAL:</b>	<b>56.00</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	ELECTRIC HEATERS/MAINT SUPPLIES	2,104.89
	<b>INVOICES TOTAL:</b>	<b>2,104.89</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	16.33
	<b>INVOICES TOTAL:</b>	<b>16.33</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	NPELRA SEMINAR REGISTRATION	65.00
	<b>INVOICES TOTAL:</b>	<b>65.00</b>

**5090-WATER CAPITAL PROJECTS EXP**

**581029-WATERMAIN REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VILLAGE OF STREAMWOOD	WATER INTERCONNECT PROJECT	19,886.00
	<b>INVOICES TOTAL:</b>	<b>19,886.00</b>

**581037-DWC PUMP STA,STORAGE,LAND**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	DWC RECEIVING STATION FACILITY	38,337.64
1 JOSEPH J HENDERSON & SON INC	LAKE MICHIGAN WATER RECEIVING STATION	614,573.16

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 652,910.80

**5100-SEWER OPERATING EXPENSES**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	191.27
		<u>INVOICES TOTAL: 191.27</u>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	WATER DEPT DOOR HANGERS	77.90
		<u>INVOICES TOTAL: 77.90</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	50.50
		<u>INVOICES TOTAL: 50.50</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	66.35
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	94.76
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	76.93
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	275.21
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	108.16
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	272.94
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	233.80
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	203.23
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	155.29
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	335.19
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	227.08
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	334.85
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	441.00
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,083.17
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	145.14
1 NICOR GAS	GAS BILL	101.30
1 NICOR GAS	GAS BILL	31.36
1 NICOR GAS	GAS BILL	34.07
1 NICOR GAS	GAS BILL	102.50
1 NICOR GAS	GAS BILL	29.95
1 NICOR GAS	GAS BILL	40.48
1 NICOR GAS	GAS BILL	30.53
1 NICOR GAS	GAS BILL	86.31
1 NICOR GAS	GAS BILL	115.74
		<u>INVOICES TOTAL: 4,625.34</u>

**530100-MATERIALS & SUPPLIES**

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

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1 HINCKLEY SPRING WATER CO	DISTILLED WATER	28.45
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	14.34
		<u>INVOICES TOTAL:</u>
		<u>42.79</u>

**530110-UNIFORMS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CUTLER WORKWEAR	UNIFORMS	263.94
		<u>INVOICES TOTAL:</u>
		<u>263.94</u>

**530160-SAFETY EQUIPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AED PROFESSIONALS	HEARTSTART SMART PADS	56.00
		<u>INVOICES TOTAL:</u>
		<u>56.00</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BRAY SALES MIDWEST	EQUIPMENT MAINTENANCE SUPPLIES	445.25
1 CENTRISYS CORPORATION	EQUIPMENT MAINTENANCE SUPPLIES	272.34
1 FASTENAL COMPANY	EQUIPMENT MAINTENANCE SUPPLIES	117.06
1 FASTENAL COMPANY	CREDIT - RETURN	-41.75
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	731.25
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	67.91
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	215.26
1 STANDARD EQUIPMENT COMPANY	VACTOR MAINTENANCE	499.00
1 STANDARD EQUIPMENT COMPANY	VACTOR MAINTENANCE	2,802.58
1 WEST SIDE ELECTRIC SUPPLY INC	EQUIPMENT MAINTENANCE SUPPLIES	276.63
1 WEST SIDE ELECTRIC SUPPLY INC	EQUIPMENT MAINTENANCE SUPPLIES	354.62
		<u>INVOICES TOTAL:</u>
		<u>5,740.15</u>

**534600-BUILDING MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 UNIFIRST CORPORATION	MATS	16.34
		<u>INVOICES TOTAL:</u>
		<u>16.34</u>

**541600-PROFESSIONAL DEVELOPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 CARDMEMBER SERVICE	NPELRA/APWA SEMINAR REGISTRATIONS	150.00
		<u>INVOICES TOTAL:</u>
		<u>150.00</u>

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	400.00
1 UNIFIRST CORPORATION	MATS	19.26
		<u>INVOICES TOTAL:</u>
		<u>419.26</u>

\*\* Indicates pre-issue check.

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**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	406.80
1 NICOR GAS	GAS BILL	35.74
<b>INVOICES TOTAL:</b>		<b>442.54</b>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR METRA PAY BOXES	40.23
<b>INVOICES TOTAL:</b>		<b>40.23</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST SALT LLC	MATERIALS & SUPPLIES	1,174.75
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	9.58
<b>INVOICES TOTAL:</b>		<b>1,184.33</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST SALT LLC	SALT SPREADERS/SHOVEL	293.97
1 MIDWEST SALT LLC	CREDIT - RETURN	-59.99
<b>INVOICES TOTAL:</b>		<b>233.98</b>

**570200-BLDG & GROUNDS IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	23.68
<b>INVOICES TOTAL:</b>		<b>23.68</b>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2019	515.62
1 ROSCOE CO	MATS	159.21
<b>INVOICES TOTAL:</b>		<b>674.83</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	FIRE SYSTEM REPAIRS	2,218.56
1 JENSEN'S PLUMBING & HEATING INC	HEATING UNIT REPAIRS	1,729.63
1 JENSEN'S PLUMBING & HEATING INC	BOILER REPAIRS	1,022.60
<b>INVOICES TOTAL:</b>		<b>4,970.79</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	182.13

\*\* Indicates pre-issue check.

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1 NICOR GAS	GAS BILL	945.60
		<u>INVOICES TOTAL:</u>
		<u>1,127.73</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CHAIRMAT/PAPER/BATTERIES	8.00
		<u>INVOICES TOTAL:</u>
		<u>8.00</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEST SIDE ELECTRIC SUPPLY INC	BATTERIES	107.10
		<u>INVOICES TOTAL:</u>
		<u>107.10</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FURNITURE PURCHASE	621.11
1 AMAZON CAPITAL SERVICES INC	CREDIT - RETURN	-110.50
1 AMAZON CAPITAL SERVICES INC	CREDIT - RETURN	-110.50
1 COOK COUNTY TREASURER	PIN 06-34-100-026-0000	15.07
		<u>INVOICES TOTAL:</u>
		<u>415.18</u>

**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	348.45
1 NICOR GAS	GAS BILL	315.20
		<u>INVOICES TOTAL:</u>
		<u>663.65</u>

**526000-SERVICE TO MAINTANE VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VALLEY HYDRAULIC SERVICE INC	VEHICLE MAINTENANCE SUPPLIES	58.85
		<u>INVOICES TOTAL:</u>
		<u>58.85</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	310.40
		<u>INVOICES TOTAL:</u>
		<u>310.40</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	445.88
		<u>INVOICES TOTAL:</u>
		<u>445.88</u>

**5560-GOLF RESTAURANT EXPENSES**

\*\* Indicates pre-issue check.

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**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2019	36.19
	<b>INVOICES TOTAL:</b>	<b>36.19</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	157.60
	<b>INVOICES TOTAL:</b>	<b>157.60</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	FIRST AID SUPPLIES	50.00
	<b>INVOICES TOTAL:</b>	<b>50.00</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CHAIRMAT/PAPER/BATTERIES	10.00
	<b>INVOICES TOTAL:</b>	<b>10.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FOODSAVER SEALER MACHINE	86.15
	<b>INVOICES TOTAL:</b>	<b>86.15</b>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SERVICE	17.00
1 ALSCO	CREDIT ON ACCOUNT	-77.12
1 ALSCO	LINEN SERVICES	70.80
1 ALSCO	LINEN SERVICES	36.90
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	58.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2019	36.19
	<b>INVOICES TOTAL:</b>	<b>141.77</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	157.60
	<b>INVOICES TOTAL:</b>	<b>157.60</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	FIRST AID SUPPLIES	72.28
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	90.61

\*\* Indicates pre-issue check.

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 INVOICES DUE ON/BEFORE 2/19/2019**

**	1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	79.96
	1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	6.75
			INVOICES TOTAL: 249.60

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CHAIRMAT/PAPER/BATTERIES	80.04
		INVOICES TOTAL: 80.04

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN COMPRESSED GASES INC	ANNUAL CYLINDER RENTAL FEE	231.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	259.66
1 GRECO AND SONS INC	FOOD PURCHASE	387.79
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	143.24
		INVOICES TOTAL: 1,021.69

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FURNITURE PURCHASE	492.79
		INVOICES TOTAL: 492.79

**6000-CENTRAL SERVICES EXPENSES**

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUELAKE SOFTWARE INC	KOFAX ANNUAL SUPPORT RENEWAL	2,325.00
1 COMCAST	VPN SERVICE	86.90
		INVOICES TOTAL: 2,411.90

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KINNEY HEATING & AIR	FURNACE MAINTENANCE	150.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2019	3,752.00
1 UNIFIRST CORPORATION	MATS	69.99
		INVOICES TOTAL: 3,971.99

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	354.44
1 VERIZON WIRELESS	WIRELESS SERVICES	114.03
		INVOICES TOTAL: 468.47

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A-1 TROPHIES & AWARDS INC	NAME PLATES	36.50

\*\* Indicates pre-issue check.



**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 2/19/2019**

1 ALBERTSONS - SAFEWAY	RETIREMENT GIFT	212.10
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	166.56
1 WAREHOUSE DIRECT	BATH TISSUE/TRASH BAGS	359.92
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	131.94
	<u>INVOICES TOTAL:</u>	<u>907.02</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	11.84
	<u>INVOICES TOTAL:</u>	<u>11.84</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS	FLOWERS	198.98
	<u>INVOICES TOTAL:</u>	<u>198.98</u>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	14.04
1 DELL MARKETING L.P.	REPLACEMENT SERVERS	10,230.00
1 SHI	BACKUP/DISASTER RECOVERY SOFTWARE	3,414.05
	<u>INVOICES TOTAL:</u>	<u>13,658.09</u>

**GRAND TOTAL: 2,756,410.33**

GENERAL FUND	374,709.13
MUNICIPAL BUILDING FUND	1,207,122.75
BREWSTER CREEK TIF MUN ACCT	188.00
WATER FUND	1,127,938.07
SEWER FUND	11,214.23
PARKING FUND	2,344.02
GOLF FUND	11,265.84
CENTRAL SERVICES FUND	21,628.29
<b>GRAND TOTAL</b>	<b>2,756,410.33</b>

\*\* Indicates pre-issue check.

CASH & INVESTMENT REPORT  
December 31, 2018

Fund	Detail of Ending Balance			
	11/30/2018	Receipts	Disbursements	12/31/2018
General	14,093,228	1,073,914	2,485,071	12,682,071
MFT	2,885,537	98,473	73,357	2,910,652
Debt Service	958,269	14,660	873,663	99,266
Capital Projects	40,482	77	0	40,559
Municipal Building	1,248,386	2,314,481	566,055	2,996,813
Developer Deposits	3,685,643	5,216	1,300,000	2,390,858
59 & Lake TIF	0	0	0	0
BC Municipal TIF	788,299	4,195	42,601	749,893
Bluff City Tif Municipal	50,993	97	0	51,090
Water	7,112,350	1,679,860	2,389,275	6,402,935
Sewer	19,801,761	402,380	376,765	19,827,376
Parking	71,835	10,666	15,432	67,069
Golf	747,650	73,448	148,638	672,459
Central Services	511,599	97,267	72,239	536,628
Vehicle Replacement	3,602,538	51,525	8,876	3,645,186
<b>TOTALS</b>	<b>55,598,571</b>	<b>5,826,257</b>	<b>8,351,972</b>	<b>53,072,855</b>

Fund	Detail of Ending Balance			
	Cash	Investments	Net Assets/Liab.	12/31/2018
General	7,017,451	5,677,882	(13,261)	12,682,071
MFT	1,765,583	1,381,219	(236,150)	2,910,652
Debt Service	52,288	46,195	783	99,266
Capital Projects	21,478	18,975	106	40,559
Municipal Building	1,469,138	1,297,945	229,729	2,996,813
Developer Deposits	(608,322)	3,078,187	(79,007)	2,390,858
59 & Lake TIF	360,035	318,082	(678,117)	0
BC Municipal TIF	409,144	361,468	(20,720)	749,893
Bluff City Tif Municipal	27,055	23,902	133	51,090
Water	898,236	793,480	4,711,219	6,402,935
Sewer	739,766	653,476	18,434,134	19,827,376
Parking	31,593	27,911	7,564	67,069
Golf	0	0	672,459	672,459
Central Services	163,116	144,108	229,404	536,628
Vehicle Replacement	592,818	523,739	2,528,630	3,645,186
<b>TOTALS</b>	<b>12,939,378</b>	<b>14,346,570</b>	<b>25,786,907</b>	<b>53,072,855</b>

BC Project TIF	8,670,634	806,421	1,992,803	7,484,252
Bluff City Project TIF	464,259	881	461,733	3,407
Bluff City SSA Debt Serv.	49,276	0	0	49,276
Police Pension	38,222,552	1,540,058	159,230	39,603,379



Todd Dowden  
Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
 FISCAL YEAR 2018/19 as of December 31, 2018

Fund	Revenues			Expenditures		
	Actual	Current Year Budget	Prior YTD %	Actual	Current Year Budget	Prior YTD %
General	15,343,495	22,259,999	68.93%	15,351,849	24,035,326	63.87%
MFT	788,923	2,179,958	36.19%	1,437,155	3,548,225	40.50%
Debt Service	2,586,809	3,206,718	80.67%	3,198,318	3,198,750	99.99%
Capital Projects	482	400	120.40%	0	0	0.00%
Municipal Building	2,368,597	2,489,650	95.14%	3,968,533	9,378,906	42.31%
Developer Deposits	61,708	105,000	58.77%	1,300,000	1,528,000	85.08%
Bluff City SSA	5,875,502	993,020	591.68%	6,666,618	1,155,000	577.20%
59 & Lake TIF	0	78,000	0.00%	0	78,000	0.00%
Bluff City Municipal TIF	29,906	28,500	104.93%	0	28,000	0.00%
Bluff City Project TIF	6,682,748	1,881,000	1.59%	6,679,943	1,880,000	355.32%
Brewster Creek Municipal TIF	700,101	668,000	104.81%	390,646	708,877	55.11%
Brewster Creek Project TIF	7,503,876	8,360,000	89.76%	4,342,863	8,463,720	51.31%
Water	8,799,046	39,932,200	22.03%	8,793,357	39,206,347	22.43%
Sewer	3,459,462	5,075,000	68.17%	2,578,631	5,626,286	45.83%
Parking	136,695	231,500	59.05%	140,920	217,042	64.93%
Golf	1,754,555	2,397,150	73.19%	1,549,987	2,347,087	66.04%
Central Services	778,963	1,162,763	66.99%	797,902	1,458,006	54.73%
Vehicle Replacement	454,837	651,770	69.78%	262,496	356,500	73.63%
Police Pension	805,500	4,747,655	16.97%	1,254,988	4,747,655	26.43%
Subtotal	58,131,206	96,448,283	60.27%	58,714,207	107,961,727	54.38%
Less Interfund Transfers	(4,862,020)	(6,334,068)	76.76%	(4,862,020)	(6,334,068)	76.76%
Total	53,269,186	90,114,215	59.11%	53,852,187	101,627,659	52.99%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 MAJOR REVENUE BUDGET COMPARISONS  
 FISCAL YEAR 2018/19 as of December 31, 2018

Fund	Current Year		Prior YTD %
	Actual	Budget	
Property Taxes	8,827,539	10,943,187	80.67%
Sales Taxes (General Fund)	1,626,903	2,425,000	67.09%
Income Taxes	2,602,127	3,700,000	70.33%
Telecommunications Tax	539,717	765,000	70.55%
Home Rule Sales Tax	444,555	1,333,000	33.35%
Real Estate Transfer Tax	619,023	645,000	95.97%
Building Permits	377,592	690,000	54.72%
MFT	748,102	1,095,000	68.32%
Water Charges	6,673,513	9,900,000	67.41%
Sewer Charges	3,314,670	4,945,000	67.03%
Interest Income	386,468	248,900	155.27%
Gas Utility Tax	75,104	25,000	300.41%
Electric Utility Tax	20,077	10,000	200.77%
			64.32%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2018/19 as of December 31, 2018

Fund	Current Year		Percent
	Actual	Budget	
<b>Golf Program</b>			
Revenues	1,010,865	1,428,150	70.78%
Expenses	827,202	1,335,621	61.93%
Net Income	183,663	92,529	198.49%
<b>F&amp;B - Restaurant</b>			
Revenues	127,083	156,000	81.46%
Expenses	218,829	313,051	69.90%
Net Income	(91,746)	(157,051)	58.42%
<b>F&amp;B - Banquet</b>			
Revenues	501,849	685,000	73.26%
Expenses	449,808	632,815	71.08%
Net Income	52,041	52,185	99.72%
<b>F&amp;B - Midway</b>			
Revenues	114,759	128,000	89.66%
Expenses	54,147	65,600	82.54%
Net Income	60,611	62,400	97.13%
<b>Golf Fund Total</b>			
Revenues	1,754,555	2,397,150	73.19%
Expenses	1,549,987	2,347,087	66.04%
Net Income	204,569	50,063	408.62%

**Sales Taxes**

Month	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
May	126,506	175,701	173,657	178,983	170,734	186,214	201,320	200,041
June	164,604	195,692	193,303	201,968	200,031	224,385	219,629	227,783
July	165,519	190,898	186,097	188,547	194,738	211,186	224,268	218,236
August	177,919	180,797	184,425	190,872	206,213	209,930	215,328	211,089
September	187,893	182,163	189,650	183,399	198,880	206,205	208,760	215,922
October	177,758	165,188	170,530	188,055	212,286	212,435	219,639	196,081
November	161,152	181,865	174,037	179,846	204,437	207,123	221,599	
December	164,341	165,852	153,005	163,529	178,413	201,075	206,836	
January	167,926	168,154	210,506	187,865	194,219	190,934	196,530	
February	157,086	147,189	151,678	141,054	149,630	167,837	180,413	
March	177,777	147,039	128,886	141,609	161,850	159,411	167,379	
April	152,124	162,595	153,553	170,308	178,006	186,494	194,753	
<b>Total</b>	<b>1,980,605</b>	<b>2,063,133</b>	<b>2,069,327</b>	<b>2,116,036</b>	<b>2,249,438</b>	<b>2,363,230</b>	<b>2,456,454</b>	

**% increase 1.06% 4.17% 0.30% 2.26% 6.30% 5.06% 3.94% -10.73%**

**Budget 1,950,000 1,975,000 2,010,000 2,075,000 2,115,000 2,205,000 2,400,000 2,425,000**

## VENDOR WARRANT DETAIL

### BARTLETT VILLAGE TREASURER



[RETURN HOME](#)



[VENDOR SUMMARY](#)



[CONTRACT SEARCH](#)



[PAYMENTS SEARCH](#)



[PAYMENTS ISSUED](#)



[PENDING PAYMENTS](#)



[PAYMENTS NOTIFICATIONS](#)

[Return Back](#)

Warrant/EFT#: EF 0004989

Fiscal Year	2019	Issue Date	12/10/18
Warrant Total	\$196,081.40	Warrant Status	

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1392621	9A1392621	\$196,081.40

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$196,081.40	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 12/05/2018
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: SEP. 2018 COLL MO: OCT. 2018 VCHR MO: DEC. 2018
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

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

**MOTOR FUEL TAX**

Month	FY 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	79,592
July	78,002	87,721	84,361	89,915	103,948	94,278	95,252	93,416
August	90,041	87,924	99,063	61,056	100,154	89,533	89,970	90,079
September	88,420	76,347	70,076	83,006	67,441	79,032	79,527	75,247
October	79,216	83,510	90,026	89,337	87,626	91,489	91,053	98,725
November	88,011	89,027	77,655	90,552	101,486	93,216	92,796	92,950
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	
<b>Subtotal</b>	<b>1,052,583</b>	<b>980,978</b>	<b>1,017,334</b>	<b>1,009,889</b>	<b>1,054,055</b>	<b>1,044,479</b>	<b>1,052,174</b>	<b>616,857</b>
Plus:								
High Growth	29,046	29,031	37,678	37,682	37,743	37,801	37,266	36,909
Jobs Now	179,796	179,796	179,796	359,592				
<b>Total</b>	<b>1,261,425</b>	<b>1,189,805</b>	<b>1,234,808</b>	<b>1,407,163</b>	<b>1,091,798</b>	<b>1,082,280</b>	<b>1,089,440</b>	<b>653,766</b>
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 \$								
w/o High Growth	-0.07%	-6.80%	3.71%	-0.73%	4.37%	-0.91%	0.74%	0.17%





# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets  
217-782-1662

Bartlett

Municipality Report

December 4, 2018

## MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR NOVEMBER, 2018

Beginning Unobligated Balance		<b>\$3,306,139.72</b>
Motor Fuel Tax Allotment	\$92,949.83	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<b>\$92,949.83</b>
Plus Credits Processed		\$36,909.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		<b>\$3,435,998.55</b>

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# Agenda Item Executive Summary

Item Name Senior Building Permit Fee Review

Committee  
or Board Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Staff was asked to review ways the Village can help senior residents reduce costs and stay in their homes. One option that was reviewed, was to reduce building permit fees for seniors on projects deemed necessary in order to maintain a home properly.

To qualify, the resident would need to be at least 65 years old and have an ID that matches the address of the residence being permitted. It's recommended that senior's pay the base building permit fee of \$35. Permits can range from \$40 to around \$150 for these projects with the average being \$50-\$75.

This program will benefit our senior population, but since the number of permits that would fall under these restrictions will not be substantial, the effect on the building department's budget will be minimal.

## ATTACHMENTS (PLEASE LIST)

Memo, Ordinance

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Ordinance 2019- \_\_\_\_\_, an Ordinance Amending Title 9, Chapter 3, Section 9-3-4 of the Bartlett Municipal Code.

Staff: Samuel Hughes, Senior Management Analyst

Date: 02/12/19

# Memorandum

**To:** Paula Schumacher, Village Administrator  
**From:** Samuel Hughes, Senior Management Analyst  
**Date:** February 11, 2019  
**Re:** Senior Building Permit Fee Review

---

Staff was asked to review ways the Village can help senior residents reduce costs and stay in their homes. One option that was reviewed, was to reduce building permit fees for seniors on projects deemed necessary in order to maintain a home properly. These projects include:

- Driveway replacement
- Furnace/AC replacement
- Private service walkway installation
- Roof replacement
- Shed installation
- Siding replacement
- Water heater replacement

To qualify, the resident would need to be at least 65 years old and have an ID that matches the address of the residence being permitted. It's recommended that senior's pay the base building permit fee of \$35 if they are completing any of the projects above. Permits can range from \$40 to around \$150 for these projects with the average being \$50-\$75. This program will benefit our senior population, but since the number of permits that would fall under these restrictions will not be substantial, the effect on the building department's budget will be minimal. Additionally, the building department will continue to work with seniors to update their Plat of Survey if it is required. If there are any additional questions, building and administration staff would be happy to answer them.

ORDINANCE 2019 - \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE 9, CHAPTER 3, SECTION 9-3-4  
OF THE BARTLETT MUNICIPAL CODE**

---

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

**SECTION ONE:** That Title 9 of the Bartlett Municipal Code, known as the Bartlett Building Code, Chapter 3, Section 9-3-4, is hereby amended to add at the end of said section the following:

Said building permit fees shall be reduced to \$35.00 for owners of single family and multi-family residences, when one or more of the owners of the property on which any of the following improvements to maintain the property, is 65 years of age or older:

- Driveway replacement
- Furnace/AC replacement
- Private service walkway installation
- Roof replacement
- Shed installation
- Siding replacement
- Water heater replacement

To qualify for the above discounted building permit fee for owners 65 years of age or older, the owner must provide (i) proof of ownership; (ii) proof that at least one of the owners in title is 65 years of age or older; (iii) a copy of the contractor's proposal, estimate, work order or contract for the eligible work; and (iv) identification documentation that matches the address of the residence proposed to be permitted.

Work performed by or for a residential homeowner's association, townhome association, or condominium association shall not be eligible for said discount, even if some of the work included in an association project being permitted is work on property owned by a person 65 years of age or older.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

PASSED:

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Lorna Giless, Village Clerk

#### CERTIFICATION

I, Lorna Giless, 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 2019-\_\_\_\_\_ enacted on \_\_\_\_\_, 2019 and approved on \_\_\_\_\_, 2019, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giless, Village Clerk



**RESOLUTION 2019-\_\_\_\_-R**

**IN SUPPORT OF THE INTERIM FLY QUIET PROGRAM**

**WHEREAS**, since 2005 the Chicago Department of Aviation (CDA) has been making changes to the airfield at Chicago O'Hare International Airport through its O'Hare Modernization Program (OMP); and

**WHEREAS**, the Federal Aviation Administration (FAA) assessed the OMP in an Environmental Impact Statement (EIS) and issued a Record of Decision in 2005; and

**WHEREAS**, during preparation of the EIS and the subsequent 2015 Re-Evaluation, the FAA received comments concerning aircraft noise as well as requests to alter the existing Fly Quiet nighttime preferential runway use program; and

**WHEREAS**, in accordance with the 2005 Record of Decision the O'Hare Noise Compatibility Commission (ONCC), CDA, airlines, and FAA have examined ways to improve the Existing Fly Quiet program to address noise concerns during the time period before the Build Out of the O'Hare Modernization Program; and

**WHEREAS**, the proposed Interim Fly Quiet Runway Rotation Program now under review by the FAA evolved from that process; and

**WHEREAS**, the ONCC designed the proposed Interim Fly Quiet Runway Rotation Program to provide a regional approach to nighttime aircraft noise relief and greater predictability of potential noise exposure; and

**WHEREAS**, The Village of Bartlett is a voting member of the ONCC and endorses the collaborative process that led to the Interim Fly Quiet proposal;

**NOW, THEREFORE, BE IT RESOLVED** that the Village of Bartlett supports the adoption of the Interim Fly Quiet Runway Rotation Program in its entirety.

**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- -R enacted on February 19<sup>th</sup>, 2019, and approved on February 19th, 2019 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk





# Agenda Item Executive Summary

Item Name	2019 Zoning Map Update	Committee or Board	Board
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## BUDGET IMPACT

Amount: N/A

Budgeted N/A

List what fund N/A

## EXECUTIVE SUMMARY

Attached is the Village's Official Zoning Map satisfying the statutory requirement to update the map with all of the changes from the previous calendar year by March 31<sup>st</sup>.

## ATTACHMENTS (PLEASE LIST)

CD Memo and Ordinance with Official Zoning Map 2019 Exhibit

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance- Motion to approve Ordinance #2019-\_\_\_\_\_ An Ordinance Adopting the Village of Bartlett, Illinois Official Zoning Map 2019
- Motion

Staff: Roberta Grill, Acting Com Dev Director Date: February 8, 2019

**COMMUNITY DEVELOPMENT MEMORANDUM**

**19-01**

DATE: February 8, 2019  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta Grill, Acting Community Development Director *RBG*  
RE: **(#19-01) Zoning Map Update – 2019**

---

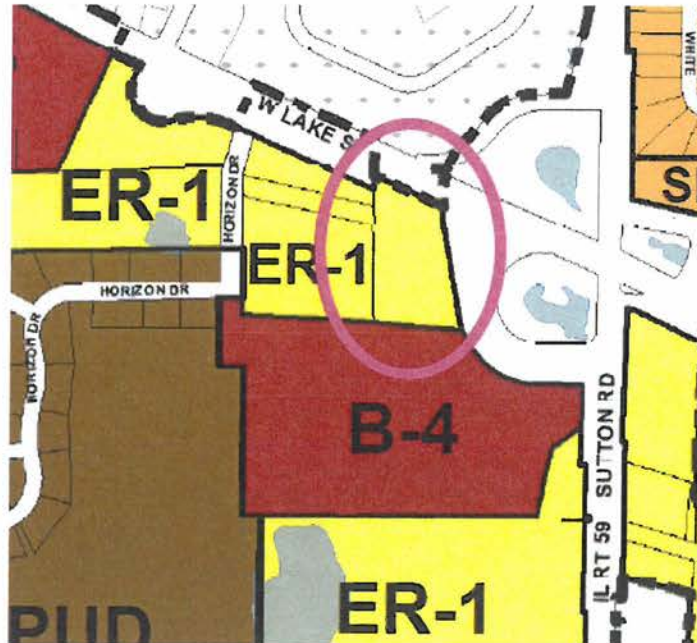
The following is a list of changes made to the Village of Bartlett's Official Zoning Map during the calendar year of 2018. As stated in the Illinois Compiled Statutes 65 ILCS 5/11-13-19, the Village is required to publish a map of all the zoning changes made in the preceding year prior to March 31st. An updated map is attached for your reference.

***Staff is requesting that the Zoning Map Update be forwarded directly to the Village Board to expedite the changes to the map.***

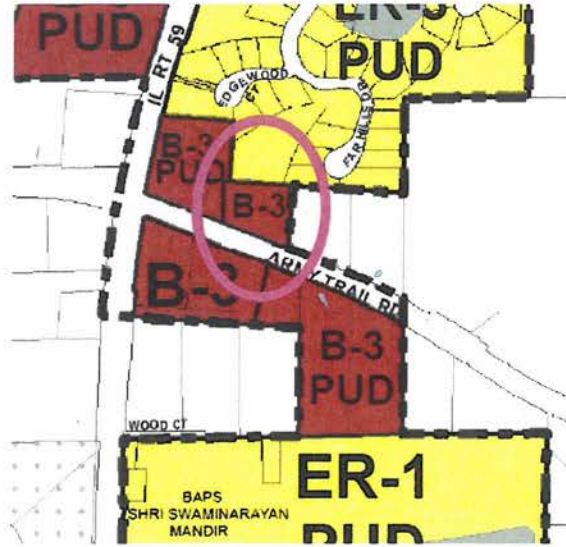
**Annexations**

There were three (3) annexations in 2018:

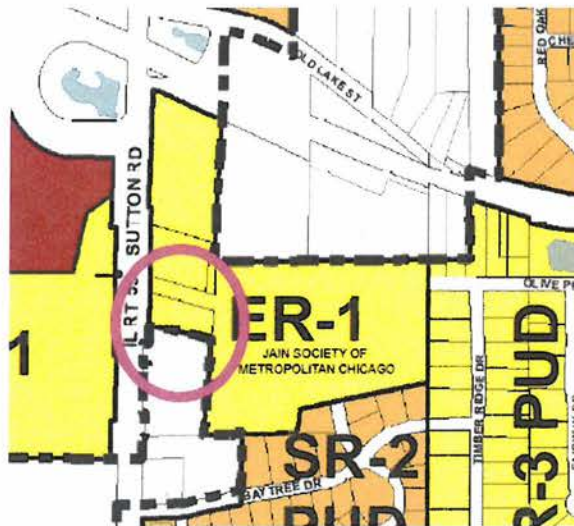
1. Southwest corner of W. Lake Street and Route 59 (Petition #17-24)



2. Galleria of Bartlett (Petition #18-09)- Army Trail Road



3. Jain Society (Petition #18-19)- Route 59



**Rezoning**

One (1) rezoning occurred in 2018:

1. Galleria of Bartlett (Petition #18-09)- Army Trail Road  
Rezoning from ER-1 (Estate Residential) to B-3 (Neighborhood Shopping District) (see above)

**RECOMMENDATION**

1. The Staff recommends **approval** of the changes to the official Zoning Map.
2. An Ordinance approving of the update to the official Zoning Map for 2019 is attached for your review.

ORDINANCE 2019-\_\_\_\_\_

**AN ORDINANCE ADOPTING THE VILLAGE OF BARTLETT, ILLINOIS  
OFFICIAL ZONING MAP 2019**

**WHEREAS**, it is required by the Illinois Compiled Statutes (65 ILCS 5/11-13-19) that corporate authorities shall cause to be published no later than March 31<sup>st</sup> of each year a map clearly showing the existing zoning uses, divisions, restrictions, regulations and classifications of the municipality for the preceding calendar year.

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

**SECTION ONE:** That the Village of Bartlett hereby adopts and publishes the Village of Bartlett, Illinois-Official Zoning Map 2019 appended hereto as Exhibit A, expressly made a part hereof.

**SECTION TWO:** That the Village Clerk is hereby authorized and directed to publish this Ordinance, including the Official Zoning Map adopted and approved herein.

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

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

**SECTION FIVE: EFFECTIVE DATE.** This Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form, as required by law.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**PASSED**

**APPROVED**

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

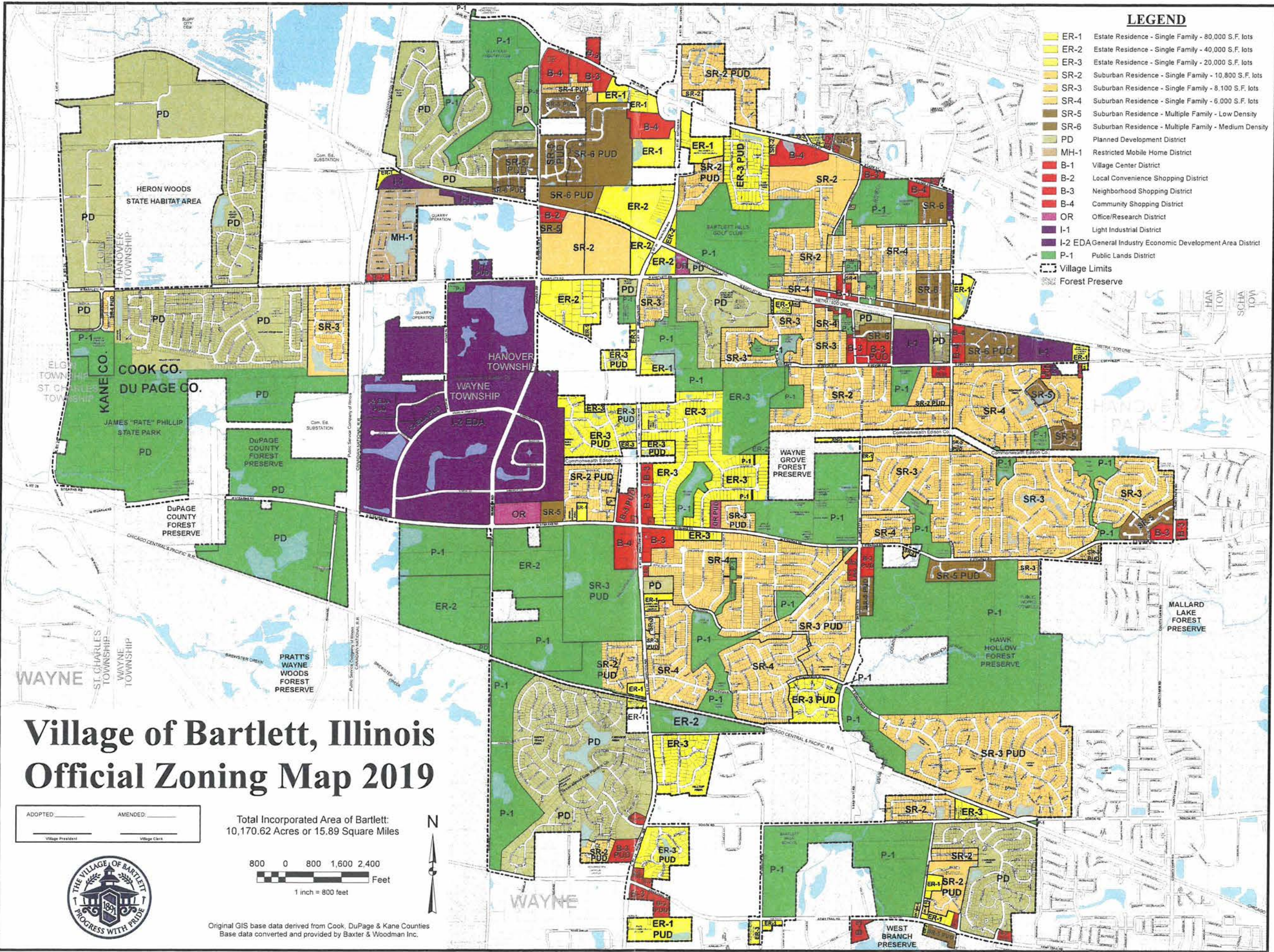
**ATTEST:**

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

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2019-\_\_\_\_\_ enacted on February 19, 2019 and approved on February 19, 2019, as the same appears from the official records of the Village of Bartlett.

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



**LEGEND**

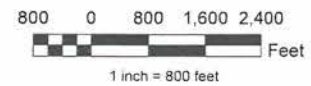
- ER-1 Estate Residence - Single Family - 80,000 S.F. lots
- ER-2 Estate Residence - Single Family - 40,000 S.F. lots
- ER-3 Estate Residence - Single Family - 20,000 S.F. lots
- SR-2 Suburban Residence - Single Family - 10,800 S.F. lots
- SR-3 Suburban Residence - Single Family - 8,100 S.F. lots
- SR-4 Suburban Residence - Single Family - 6,000 S.F. lots
- SR-5 Suburban Residence - Multiple Family - Low Density
- SR-6 Suburban Residence - Multiple Family - Medium Density
- PD Planned Development District
- MH-1 Restricted Mobile Home District
- B-1 Village Center District
- B-2 Local Convenience Shopping District
- B-3 Neighborhood Shopping District
- B-4 Community Shopping District
- OR Office/Research District
- I-1 Light Industrial District
- I-2 EDAGeneral Industry Economic Development Area District
- P-1 Public Lands District
- Village Limits
- Forest Preserve

# Village of Bartlett, Illinois Official Zoning Map 2019

ADOPTED \_\_\_\_\_ AMENDED \_\_\_\_\_  
 Village President \_\_\_\_\_ Village Clerk \_\_\_\_\_



Total Incorporated Area of Bartlett:  
10,170.62 Acres or 15.89 Square Miles



Original GIS base data derived from Cook, DuPage & Kane Counties  
 Base data converted and provided by Baxter & Woodman Inc.



# Agenda Item Executive Summary

Item Name Sewer Rate Increase May 1, 2019 Committee or Board Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Sewer rates were reviewed during last year's budget process and increased by 24% in Cook County, 30% in DuPage County, and 8% in Kane County effective with the May 1, 2018 bills. The rate increases were mainly for capital improvements. Sewer rates were projected to be raised over three years for infrastructure improvements required at the wastewater treatment facility in DuPage County, the excess flow facility in Cook County, and for other rehabilitation projects throughout the collection system.

Based on the Sewer projects approved in the Capital Budget, increases are proposed for the sewer rates to generate an additional \$1,130,000 of revenue each of the three years. The 19/20 capital projects to be funded include the Devon Excess Flow Facility, the annual sewer rehabilitation program, lift station upgrades, and improvements at the Bittersweet WWTP. This will be the second year of rate increases. One more year of increases is planned to meet estimated bond payments on the \$9 million Devon Avenue project, IEPA loan debt service on \$29 million for the Bittersweet WWTP project, as well as the ongoing rehabilitation programs.

## ATTACHMENTS (PLEASE LIST)

Memo, ordinance, balance projections, rate comparison chart

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Ordinance 2019-\_\_\_\_\_, an ordinance amending the Bartlett Municipal Code regarding sewer charges.

Staff: Todd Dowden, Finance Director

Date: 02/11/19

# Village of Bartlett

## Finance Department Memo

### 19-02

**DATE:** February 11, 2019

**TO:** Paula Schumacher, Village Administrator

**FROM:** Todd Dowden, Finance Director  
Dan Dinges, Public Works Director

**SUBJECT:** Sewer Rates Increase May 1, 2019

Sewer rates were reviewed during last year's budget process and increased by 24% in Cook County, 30% in DuPage County, and 8% in Kane County effective with the May 1, 2018 bills. The rate increases were mainly for capital improvements. Sewer rates were projected to be raised over three years for infrastructure improvements required at the wastewater treatment facility in DuPage County, the excess flow facility in Cook County, and for other rehabilitation projects throughout the collection system.

Based on the Sewer projects approved in the Capital Budget, increases are proposed for the sewer rates to generate an additional \$1,130,000 of revenue each of the three years. The 19/20 capital projects to be funded include the Devon Excess Flow Facility, the annual sewer rehabilitation program, lift station upgrades, and improvements at the Bittersweet WWTP. This will be the second year of rate increases. One more year of increases is planned to meet estimated bond payments on the \$9 million Devon Avenue project, IEPA loan debt service on \$29 million for the Bittersweet WWTP project, as well as the ongoing rehabilitation programs.

In the proposed rates, the Devon Avenue project is being funded by Cook County residents/customers, Bittersweet WWTP and the 2014 IEPA loan for WWTP improvements are being funded by DuPage County residents/customers. Fund operating costs as well as the system wide rehabilitation program will continue to be funded at the same rate as prior years. The fund's cash balance at 4/30/19 is estimated to be \$660,948. The balance is projected to be under the minimum policy balance by \$227,753 this year and remain under the minimum for the projected two years. Below is a chart that shows the impact of this year's increase on the sewer flat charge and user charge per 1,000 gallons.

	Cook County			DuPage County			Kane County		
	Current	Proposed	% Change	Current	Proposed	% Change	Current	Proposed	% Change
Flat Charge	13.71	16.37	19%	16.94	20.86	23%	11.94	12.83	7%
User Rate	1.14	1.36	19%	3.03	3.73	23%	0.99	1.06	7%



The chart below shows the impact of the proposed changes on a monthly bill for 6,000 gallons of water with the proposed sewer rate increases effective with the May 1, 2019 bill. The total monthly increase is \$16.34 per month in Cook County, \$20.48 for residents in DuPage County, and \$13.67 for the Bartlett portion of a Kane County bill.

<b>Impact of increase on Monthly Bill</b>									
	<b>Cook County</b>			<b>DuPage County</b>			<b>Kane County</b>		
	Current	Proposed	Change	Current	Proposed	Change	Current	Proposed	Change
Water	58.20	70.56	12.36	58.20	70.56	12.36	58.20	70.56	12.36
Sewer	20.55	24.53	3.98	35.12	43.24	8.12	17.88	19.19	1.31
Total	78.75	95.09	16.34	93.32	113.80	20.48	76.08	89.75	13.67
	Percent Change		20.7%	Percent Change		21.9%	Percent Change		18.0%

Attached are fund balance projections and a rate sheet comparing the Village to other communities using the proposed rate increases for sewer and the water rate increase approved September 18, 2018.

**I move to approve ordinance 2019- \_\_\_\_\_, an ordinance amending the Bartlett Municipal Code regarding sewer charges.**

ORDINANCE 2019 - \_\_\_\_\_

**AN ORDINANCE AMENDING THE BARTLETT  
MUNICIPAL CODE REGARDING SEWER CHARGES**

**WHEREAS**, the corporate authorities have determined that the increased cost of operating the sewer system of the Village of Bartlett have made it necessary for the Village to adjust its customary charges for the use of the water and sewer system.

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

**SECTION ONE:** Section 7-5D-8, Sewer Rate Charges, be amended to read as follows:

**7-5D-8 SEWER RATE CHARGES:** Effective May 1, 2019, the amount to be charged monthly to each user of the Bartlett sanitary sewer system shall be as follows:

- A. For the collection and excess flow treatment of Cook County users' wastewater, sixteen dollars and thirty seven cents (\$16.37) plus one dollar and fourteen cents (\$1.36) per thousand gallons with a minimum charge of nineteen dollars and seventy seven cents (\$19.77) per user per month. All Bartlett residents who are age sixty five (65) and over and who are responsible for the payment of their own sewer charges shall receive a ten percent (10%) discount on all sewer charges.
- B. For the collection and treatment of DuPage County users' wastewater, twenty dollars and eighty six cents (\$20.86) plus three dollars and three cents (\$3.73) per thousand gallons with a minimum charge of thirty dollars and nineteen cents (\$30.19) per user per month. All Bartlett residents who are age sixty five (65) and over and who are responsible for the payment of their own sewer charges shall receive a ten percent (10%) discount on all sewer charges.
- C. For the collection of Kane County users' wastewater, twelve dollars and eighty three cents (\$12.83) plus one dollar and six cents (\$1.06) per thousand gallons with a minimum charge of fifteen dollars and forty eight cents (\$15.48) per user per month. All Bartlett residents who are age sixty five (65) and over and who are responsible for the payment of their own sewer charges shall receive a ten percent (10%) discount on all sewer charges.

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

**SECTION THREE: REPEAL OF PRIOR ORDINANCES.** All prior Ordinances 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 Ordinance shall be in full force and effect upon its passage and approval as provided by law.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED** this 19<sup>th</sup> day of February 2019

**APPROVED** this 19<sup>th</sup> day of February 2019

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

**ATTEST:**

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

#### **CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2019 - \_\_\_\_\_, enacted on February 19, 2019, and approved on February 19, 2019, as the same appears from the official records of the Village of Bartlett.

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

**VILLAGE OF BARTLETT 2019/20  
SEWER FUND BALANCE PROJECTIONS**

Fund Balance Projections		Fund Balance Policy	
04/30/18 Cash Balance	469,460		
<b>2018-19 Estimated</b>			
Charges for Services	4,995,000	<b>Minimum Balance</b>	<b>Maximum Balance</b>
Connection Fees	120,000	25% of Operating Expenditures	35% of Operating Expenditures
Interest Income	15,000	Equipment Reserve	Equipment Reserve
Misc	0	Capital Improvement Reserve	Capital Improvement Reserve
Total Revenue	<u>5,130,000</u>	Minimum Balance	Maximum Balance
Operating	3,554,804		
Capital Projects	646,558	Sewer rehab \$600,000, DRSCW	\$1,130,000 additional revenue from rates
Devon Exces Flow	300,000		
Bittersweet WWTP	100,000	Engineering	
Lift Station Upgrades	200,000	Apple Orchard	
IEPA Debt 2014	137,150		
Total Expenditures	<u>4,938,512</u>		
Excess (Deficiency)	191,488		
<b>04/30/19 Estimated Balance</b>	<b>660,948</b>	<b>Over (Under) Minimum</b>	<b>Over (Under) Maximum</b>
<b>2019-20 Projected</b>			
Charges for Services	6,125,000	<b>Minimum Balance</b>	<b>Maximum Balance</b>
Connection Fees	80,000	25% of Operating Expenditures	35% of Operating Expenditures
Interest Income	15,000	Equipment Reserve	Equipment Reserve
Miscellaneous	0	Capital Improvement Reserve	Capital Improvement Reserve
Total Revenue	<u>6,220,000</u>	Minimum Balance	Maximum Balance
Operating	3,574,157		
Capital Projects	670,951	Sewer rehab \$600,000, DRSCW	\$1,130,000 additional revenue
Lift Station Upgrades	600,000	Country Place	
Devon Debt(\$9.0M)	300,000	Estimated Interest only	
Bittersweet WWTP	900,000		
IEPA Debt 2014	137,150		
Total Expenditures	<u>6,182,258</u>		
Excess (Deficiency)	37,742		
<b>04/30/20 Estimated Balance</b>	<b>698,690</b>	<b>Over (Under) Minimum</b>	<b>Over (Under) Maximum</b>
		(227,753)	(583,233)
		888,701	1,244,181
		0	0
		0	0
		<u>888,701</u>	<u>1,244,181</u>
			1,250,955
			0
			<u>0</u>
			<u>1,250,955</u>
			(194,849)
			(552,265)

**VILLAGE OF BARTLETT 2019/20  
SEWER FUND BALANCE PROJECTIONS**

Fund Balance Projections	Fund Balance Policy			
<b>2020-21 Projected</b>	<b>Minimum Balance</b>	<b>Maximum Balance</b>		
Charges for Services	7,255,000	25% of Operating Expenditures	920,346	35% of Operating Expenditures
Connection Fees	80,000	Equipment Reserve		Equipment Reserve
Interest Income	3,500	Capital Improvement Reserve		Capital Improvement Reserve
Miscellaneous	0	Minimum Balance	920,346	Maximum Balance
<b>Total Revenue</b>	<b>7,338,500</b>		<b>920,346</b>	<b>1,288,484</b>
Operating	3,681,382	Added 3% to prior yr		\$1,130,000 additional revenue
Capital Projects	673,080	Sewer rehab \$600,000, DRSCW		
Lift Station Upgrades	400,000	Eastview		
Devon Debt(\$9.0M)	600,000			
WWTP (\$29M)	1,750,000			
IEPA Debt 2014	137,150			
<b>Total Expenditures</b>	<b>7,241,612</b>			
Excess (Deficiency)	96,888			
<b>04/30/21 Estimated Balance</b>	<b>795,578</b>	Over (Under) Minimum	(124,768)	Over (Under) Maximum
				<b>(492,906)</b>

PROJECTED WATER/SEWER RATE COMPARISONS FY19/20

Water		
Monthly Bill Based on Usage of 6,000 Gallons		
Rank	Municipality	Bill (\$)
1	Elgin	89.38
2	Roselle	84.00
3	Elmhurst	83.70
4	Hoffman Estates	71.92
5	<b>Bartlett</b>	<b>70.56</b>
6	Bensenville	70.00
7	Wood Dale	68.64
8	Schaumburg	65.80
9	Geneva	63.88
10	Glen Ellyn	59.58
11	Hanover Park	56.10
12	Addison	54.90
13	Lombard	52.76
14	Bloomington	48.72
15	Glendale Heights	44.94
16	Streamwood	43.37
17	Lake Zurich	40.92
18	Wheeling	37.64
19	Crystal Lake	37.11
20	West Chicago	36.66
21	Elk Grove Village	36.00

Sewer		
Monthly Bill Based on Usage of 6,000 Gallons		
Rank	Municipality	Bill (\$)
1	Lake Zurich	67.09
2	Wood Dale	53.78
3	Bensenville	50.94
4	Glen Ellyn	46.08
5	Elmhurst	43.44
6	Streamwood	43.37
7	<b>Bartlett-DuPage</b>	<b>43.24</b>
8	Roselle-DuPage	41.40
9	Addison	40.14
10	Crystal Lake	38.58
11	Geneva	37.20
12	West Chicago	36.66
13	Elk Grove Village	36.00
14	Lombard	35.16
15	Hanover Park-DuPage	33.42
16	Elgin	29.12
17	Glendale Heights	28.50
18	Bloomington	26.76
19	<b>Bartlett-Cook</b>	<b>24.53</b>
20	Roselle-Cook	24.30
21	<b>Bartlett-Kane</b>	<b>19.19</b>
22	Hanover Park-Cook	12.42
23	Schaumburg	11.58
24	Wheeling	9.27
25	Hoffman Estates	9.12

Total Bill		
Monthly Bill Based on Usage of 6,000 Gallons		
Rank	Municipality	Bill (\$)
1	Elmhurst	127.14
2	Wood Dale	122.42
3	Bensenville	120.94
4	Roselle-DuPage	120.60
5	Elgin	117.91
6	<b>Bartlett-DuPage</b>	<b>113.80</b>
7	Lake Zurich	108.01
8	Roselle-Cook	103.50
9	Glen Ellyn	102.66
10	<b>Bartlett-Cook</b>	<b>95.09</b>
11	Addison	95.01
12	Geneva	90.07
13	<b>Bartlett-Kane</b>	<b>89.75</b>
14	Hanover Park-DuPage	89.52
15	Lombard	87.92
16	Streamwood	86.74
17	Hoffman Estates	81.04
18	Schaumburg	78.08
19	Crystal Lake	75.69
20	Bloomington	75.48
21	Glendale Heights	73.44
22	West Chicago	73.32
23	Elk Grove Village	72.00
24	Hanover Park-Cook	68.52
25	Wheeling	46.91

\*Updated: 1/28/19



**Village of Bartlett**  
**Finance Department Memo**  
**2019 - 03**

**DATE:** February 11, 2019  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Todd Dowden, Finance Director  
**SUBJECT:** Brewster Creek TIF Developer Note #4 Payout Request #11

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 11<sup>th</sup> developer note #4 payout request for the Brewster Creek TIF development. The total amount is \$105,100. 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 2019-\_\_\_\_\_ A Resolution Approving of Disbursement Request for Payout No. 11 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project



## RESOLUTION 2019-

### A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 11 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 eleventh Memorandum of Payment requesting that it be reimbursed the sum of \$105,100 in Project Costs for Payout No. 11 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 eleventh 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 eleventh 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. 11 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2016 Subordinate Note in the sum of \$105,100 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** February 19, 2019

**APPROVED** February 19, 2019

---

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 2019- , enacted on February 19, 2019, and approved on February 19, 2019, as the same appeared from the official records of the Village of Bartlett.

---

Lorna Giles, Village Clerk

## DEVELOPER NOTE #4

### MEMORANDUM OF PAYMENT NO. 11

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 \$ 105,100.00 bearing an interest rate at 7.0% per annum.

**ELMHURST-CHICAGO STONE COMPANY**

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



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

2/4/19

**SCHEDULE 1**

**COST OF THE IMPROVEMENTS**

V3	Misc Engineering & Survey Services	\$	10,855.00
Martam	Project Oak Mass Grading	\$	77,954.02
Terracon	Project Oak Geo Tech Site Inspections	\$	7,770.01
Breezy Hill	Brewster Creek Boulevard Trees	\$	8,511.10
	<b>Total</b>	<b>\$</b>	<b><u>105,090.13</u></b>

February 8, 2019

Mr. Todd Dowden, Director of Finance

RE: **DEVELOPER NOTE # 4 MEMORANDUM  
OF PAYMENT # 11 – 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 # 11** from Elmhurst Chicago Stone Company requesting payment in the amount of **\$105,100.00** to reimburse itself for monies spent on the project for the period of **November 25, 2018** through **December 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, Martam and Breezy Hill Nursery stating that the work has been completed and materials are in place as indicated on the **Developer Note # 4 Memorandum of Payment # 11**. 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, Martam and Breezy Hill Nursery that the work has been completed and materials are in place as indicated in the **Developer Note # 4 Memorandum of Payment # 11**, covered by the dates November 25, 2018 through December 31, 2018.

Please contact our office if there are any questions.

Bartlett Village Engineer

A handwritten signature in cursive script, appearing to read "Robert Allen".

Robert Allen, P.E.

cc: Dan Dinges, P.E., Director of Public Works  
Bryan Mraz, Village Attorney



# 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 requested a Class J Liquor License to sell alcohol at their St. Patrick's Day celebration on Saturday, March 16<sup>th</sup> from 11:00 a.m. to 11:00 p.m. and Sunday the 17<sup>th</sup> from 11:00 a.m. to 9:00 p.m. at the Bartlett Town Center.

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. The license allows for up to six days per year with each event being held for a maximum of two consecutive days.

## ATTACHMENTS (PLEASE LIST)

Staff memo dated February 7, 2019  
Class J Liquor License Application  
Proof of Insurance  
Property owner Authorization Letter  
Proof of Bartlett Liquor License

## 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 March 16<sup>th</sup> and 11:00 a.m. to 9:00 p.m. on March 17<sup>th</sup>.

Staff:              Sam Hughes, Senior Management Analyst

Date:              02/07/2019

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Sam Hughes, Senior Management Analyst  
**Date:** 2/11/2019  
**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 at their St. Patrick's Day celebration on Saturday, March 16<sup>th</sup> from 11:00 a.m. to 11:00 p.m. and Sunday, March 17<sup>th</sup> from 11:00 a.m. to 9:00 p.m. at the Bartlett Town Center.

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 between the hours of 11:00 a.m. and 9:00 p.m. if held on a Sunday. The license allows for up to six days per year with each event being held for a maximum of two consecutive days.

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 appropriate certificate of insurance has been submitted by the applicant. The certificate has been reviewed and approved by the Village Attorney.

## Motion

I move to approve the Class J Liquor License application submitted by O'Hare's Pub and Restaurant for a special event from 11:00 a.m. to 11:00 p.m. on March 16<sup>th</sup> and 11:00 a.m. to 9:00 p.m. on March 17<sup>th</sup>.



100  
# 1971

VILLAGE OF BARTLETT  
CLASS J LIQUOR LICENSE APPLICATION

DATE: 1-22-19  
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 St.

Contact Name: Peggy O'Hare Vance Telephone Number: 734.646.2942

Date of Event: March 16-17

Times of event (include a.m./p.m.): 11 AM to 11 PM - SAT 16<sup>th</sup>  
11 AM 9 PM - SUN 17<sup>th</sup>

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 Horizon Management

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.)

Parking Lot BEHIND O'Hare's Pub (East Side)  
inside tent with one entry

**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.

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 Vance  
before me this 6th day of February, 2019

[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.



OHAR&amp;VA-01

KAYDA1

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/11/2019

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).

<b>PRODUCER</b> Arachas Group LLC 852 W. Bartlett Road Bartlett, IL 60103	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (630) 289-4410 <b>E-MAIL ADDRESS:</b> certificates@arachasgroup.com <b>FAX (A/C, No):</b> (630) 289-7726
<b>INSURED</b> O'Hare & Vance Enterprises, Inc. dba The O'Hare's Pub & Restaurant 207-09 South Main Street Bartlett, IL 60103	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Illinois Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER: 2** **REVISION NUMBER: 1**

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.

INSTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	X	BP42055	7/1/2018	7/1/2019	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b>
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					MED EXP (Any one person) \$ <b>5,000</b>
	<input type="checkbox"/> AUTOMOBILE LIABILITY					PERSONAL & ADV INJURY \$ <b>1,000,000</b>
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					GENERAL AGGREGATE \$ <b>2,000,000</b>
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PRODUCTS - COM/OP AGG \$ <b>2,000,000</b>
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					BODILY INJURY (Per person) \$
	DED <input type="checkbox"/> RETENTION \$					BODILY INJURY (Per accident) \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		WC18164	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$ <b>500,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b>
A	<b>Liquor Liability</b>		LL104961	7/1/2018	7/1/2019	E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
						Each Comm Cause <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Event: St. Patrick's Day March 15-17, 2019

The Village of Bartlett, its President and Board of Trustees, and all of its elected or appointed officials, employees and any volunteer while acting on behalf of the Village and the licensees are additional insureds' with respects to General Liability when required by written contract.

**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  
*Kevin H. Starn*

[Print](#) | [Close Window](#)

**Subject:** RE: Permissions needed for St. Patrick's Weekend

**From:** Barry Millman <bmillman@horizonrealtyservices.com>

**Date:** Mon, Feb 04, 2019 3:08 pm

**To:** "peggy@oharespub.com" <peggy@oharespub.com>

**Cc:** Scott Skrycki <sskrycki@vbartlett.org>, Diane Czerwinski <DCzerwinski@vbartlett.org>, Brian Goralski <BGoralski@vbartlett.org>

Ownership of Bartlett Town Center approves this special permit request For O Hares Pub as outlined herein on the dates indicated.

Barry J. Millman

Principal

NEW ADDRESS: 1540 E.DUNDEE ROAD

SUITE 240

PALATINE, ILLINOIS 60074

Phone: 847.870.8585 x 214

Direct: 224.434.2731

Cell: 847.638.1213

Fax: 847.870.1888

[www.HorizonRealtyServices.com](http://www.HorizonRealtyServices.com)

**From:** peggy@oharespub.com <peggy@oharespub.com>

**Sent:** Monday, February 04, 2019 11:15 AM

**To:** Barry Millman <bmillman@horizonrealtyservices.com>

**Cc:** Scott Skrycki <sskrycki@vbartlett.org>; Diane Czerwinski <DCzerwinski@vbartlett.org>; Brian Goralski <BGoralski@vbartlett.org>

**Subject:** Permissions needed for St. Patrick's Weekend

Good morning Barry,

Thank you for your response Friday to my request for permits. This email will state all that is needed for O'Hare's Pub & Restaurant to have a successful celebration for St. Patrick's Weekend in downtown Bartlett at Bartlett Town Center. Therefore, you only need to acknowledge this email with "REPLY ALL" so that I am able to move forward with your permission on the necessary permits for Liquor, Tent, and Amplifier for having outdoor celebration with sound exactly as we have done the previous two years. I will then get the signed documents to Departments at The Village of Bartlett.

#### LIQUOR PERMIT 'J' LICENSE

O'Hare's Pub will serve Beer only in an outdoor tent on the following days. We will have a beer truck adjacent to the tent.

1. Friday, March 15, 2019 11am to 11pm
2. Saturday, March 16, 2019 11am to 11pm
3. Sunday, March 17, 2019 11am to 11pm

#### Tent Permit

O'Hare's Pub & Restaurant will have a temporary tent same as previous years. 40' x 60' directly in back of O'Hare's Pub. The tent will go up on Thursday, March 14, late day and will be taken down on Monday, March 18, as early in the day as possible. It will be secured per Village and Fire Marshal guidelines. The Tent and installation are provided by Blue Peak Tent.



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  
APR 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

*Tom Giles*

ATTEST: VILLAGE CLERK

State of Illinois



# Agenda Item Executive Summary

Item Name: An Ordinance Authorizing The Sale Of Personal Property Owned By The Village Of Bartlett On eBay  
Committee or Board: Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		
EXECUTIVE SUMMARY			
The attached proposed ordinance is for the Police Department to utilize the eBay online auction site to sell three used Police Department vehicles and one seized vehicle that are no longer of use to the Village.			
ATTACHMENTS (PLEASE LIST)			
Police Department Memo Ordinance			

### ACTION REQUESTED

- Ordinance
- Motion

**MOTION:** I move to approve Ordinance 2019-\_\_\_, AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF BARTLETT ON EBAY.

Staff: Patrick Ullrich, Chief of Police

Date: February 8, 2019

Geoffrey Pretkelis, Deputy Chief of Police

**POLICE DEPARTMENT MEMORANDUM**  
**19-13**

**DATE:** February 8, 2019

**TO:** Paula Schumacher, Village Administrator

**FROM:** Patrick Ullrich, Chief of Police

**RE:** Authorization to Sell Personal Property Owned by the Village of Bartlett on eBay

The Police Department would like to continue utilizing the eBay online auction site to sell used vehicles. We have been selling our used vehicles on the eBay online auction site since 2007.

We have identified three police vehicles and one seized vehicle that are no longer of use to the Village. We are requesting authorization to sell them on the eBay online auction site.

The property to be sold includes: one 2014 Ford Explorer utility vehicle, two 2015 Ford Taurus sedan vehicles, and one Ford F-150 pickup truck.

This property can be sold at public auction, subject to the Village Board's approval of the attached Ordinance. I am therefore requesting the ordinance authorizing the sale of this property to be placed on the agenda for the Village Board Meeting on February 19, 2019.

**Motion: I Move To Approve Ordinance 2019-\_\_\_, AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF BARTLETT ON EBAY.**



ORDINANCE 2019 – \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY  
OWNED BY THE VILLAGE OF BARTLETT ON eBay**

---

**WHEREAS**, the Illinois Municipal Code requires the adoption of an ordinance passed by a simple majority of the corporate authorities then holding office declaring personal property that the Village of Bartlett (the "Village") desires to sell "no longer necessary or useful to or for the best interest of" the Village, and that conveyance of said personal property be set in any manner that the corporate authorities may designate with or without advertising the sale (65 ILCS 5/11-76-4); and

**WHEREAS**, staff has recommended that the corporate authorities authorize the sale of the vehicles and personal property described on Exhibit A, a copy of which is attached hereto and incorporated herein, on the eBay.com online auction site (the "eBay Vehicles") to the respective highest bidders bidding on the purchase of the eBay Vehicles at not less than the respective minimum bid amounts set forth on Exhibit A (the "Minimum Bid Amounts");

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

**SECTION ONE:** Pursuant to Section 11-76-4 of the Illinois Municipal Code, the President and Board of Trustees of the Village (the "Board") finds and declares that the eBay Vehicles, defined in the recitals herein and listed on Exhibit A, are no longer necessary or useful to or for the best interest of the Village.

**SECTION TWO:** Pursuant to said Section 11-76-4 and the Village's home rule authority, the Board authorizes the Village Administrator, or her designee, Deputy

Chief Geoffrey Pretkelis, to sell the eBay Vehicles through the ebay.com online auction site to the respective highest bidders at not less than the respective Minimum Bid Amounts, and contingent upon said bidders agreeing to the terms and conditions of the Village's Online Sale – Terms and Conditions, a copy of which is attached hereto and incorporated herein as Exhibit B (the "Seller's Agreement"), unless the bidder's acceptance of said terms and conditions of the Seller's Agreement is waived in writing by the Village Attorney.

**SECTION THREE:** The Village Clerk is directed to deliver a copy of the Seller's Agreement to eBay.com to be posted on its online auction site.

**SECTION FOUR:** The Village Administrator is hereby authorized and directed to sign vehicle titles and such other documents as may be necessary to transfer ownership of the eBay Vehicles as provided herein upon receipt of the proceeds of the sale and confirmation of the successful bidder's acceptance of the terms and conditions of the Seller's Agreement or waiver of that requirement by the Village Attorney, subject to the provisions of Section Two above.

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

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

**SECTION SEVEN: EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, by a vote of majority of the corporate authorities and approval in the manner provided by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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

ATTEST:

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

### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2019 – \_\_\_\_\_, enacted on **February 19, 2019**, and approved on **February 19, 2019**, as the same appears from the official records of the Village of Bartlett.

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

**EXHIBIT A**

<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Vehicle Identification Number</b>	<b>Minimum Bid</b>
2014	Ford	Explorer	1FM5K8ARXEGA75777	\$3,000
2015	Ford	Taurus	1FAHP2MK3FG114943	\$2,500
2015	Ford	Taurus	1FAHP2MK1FG114942	\$2,500
2009	Ford	F-150	1FTPW14VX9FA96447	N/A

## EXHIBIT B

### VILLAGE OF BARTLETT, COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS

#### ONLINE SALES – TERMS AND CONDITIONS

All bidders and other participants of this auction agree that they have read and fully understand these terms and agree to be bound thereby.

**Acceptance of Terms and Conditions.** By submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms and Conditions of Online Sales, and agree to pay for and remove the property, if the bid is accepted by the dates and times specified.

#### **Disclaimer and Indemnification.**

THE VILLAGE OF BARTLETT, COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS (the "Seller") HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE regarding the personal property being sold by the Village to Buyer (the "Personal Property"). Seller neither assumes nor authorizes any person to assume for it any liability in connection with the sale, offer for sale, and/or conveyance of the Personal Property. In no event shall Seller be liable to Buyer or anyone else for any loss of profit, direct, indirect, incidental, collateral, and/or exemplary damages and/or any liability of any kind relative to the sale, offer for sale, and/or conveyance of the Personal Property.

Buyer agrees to purchase the Personal Property, in "AS IS", "WHERE IS" condition with all faults. Buyer understands that Seller does not expressly or implicitly warrant that the Personal Property meets or complies with any applicable safety and/or regulatory standards (examples: ASTM, ANSI, FMVSS). Buyer is solely responsible for determining that the Personal Property is appropriate for any and all particular uses.

Buyer, for himself/herself/itself, and Buyer's heirs, legatees, legal representatives, directors, officers, shareholders, managers, members, employees, successors and assigns, hereby releases the Village of Bartlett, and its officials, officers and employees, from any and all claims, liabilities, actions, and/or causes of action resulting from injuries, death, damages and/or losses resulting from injuries, death, damages and/or losses arising out of, connected with or in any way associated with the condition of or use of the Personal Property.

To the fullest extent permitted by law, Buyer shall indemnify, hold harmless and defend the Village of Bartlett, its officials, officers and employees from any and all claims, liabilities, actions, and/or causes of action resulting from injuries, death, damages and/or losses arising out of, connected with, or in any other way associated with the condition of and/or use of the Personal Property.

**Personal and Property Risk.** Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the Seller from liability therefor.

**Inspection.** Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description. Please contact Geoffrey Pretkelis: 630-837-0846 office, 630-837-0865 fax, or e-mail: [gpretkelis@vbartlett.org](mailto:gpretkelis@vbartlett.org).

**Consideration of Bid.** Village of Bartlett reserves the right to reject any and all bids and to withdraw from sale any of the Personal Property listed.

**Buyer's Certificate.** Successful bidders will receive a notice by email from e-bay (the "Notice").

**Payment.** Payment in full is due not later than five (5) business days from the time and date of the Notice. Acceptable forms of payment are:

- Cash (U.S. currency)
- Certified Check (Non-cancelable, with Letter of Certified Funds from bank)
- Money Order
- Cashiers Check

Checks shall be made payable to Village of Bartlett. Payments shall be made at the location indicated by the Village.

**Removal.** All items must be removed within ten (10) business days from the time and date of issuance of the Notice. Purchases will be released only upon receipt of payment as specified above. Successful bidders are responsible for removal of any and all property awarded to them from the place where the property is located as indicated on the website. The Buyer will make all arrangements and perform all work necessary, for removal of the property. Under no circumstances will the Village of Bartlett assume responsibility for delivery. Property may be removed between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays by prior appointment only. Please contact Geoffrey Pretkelis: 630-837-0846 office, 630-837-0865 fax, or e-mail: [gpretkelis@vbartlett.org](mailto:gpretkelis@vbartlett.org), regarding scheduling payment for and pick up of Personal Property.

**Vehicles of Titles.** Seller will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. The Village of Bartlett will not issue replacement titles.

**Default.** Default by Buyer shall include (1) failure by Buyer to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. If the Buyer fails in the performance of any obligation hereunder,

as provided herein, Seller may terminate this Agreement and shall be entitled to all rights and remedies as are provided by law and/or equity, including attorney's fees and court costs. Seller reserves the right to reclaim and resell all items not removed by Buyer upon the expiration of the specified removal date.

**State/Local Sales and/or Use Tax.** Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.



# Agenda Item Executive Summary

Item Name     Bartlett/IDNR Bicycle Paths Contract Award     Committee or Board     Board

BUDGET IMPACT			
Amount:	\$85,471.25 (\$79,000 Potential Grant Award)	Budgeted	N/A
List what fund	Grant & General Funds		

**EXECUTIVE SUMMARY**

The Village was awarded a grant back in 2014 for the design and construction of two (2) bike paths connecting Glen Koehler Fields to James "Pate" Phillip State Park, and then from the State Park to the Lakewood Mills Subdivision. The project was to be done with crushed limestone on the IDNR property, and with a choice of either crushed limestone or asphalt for the Glen Koehler path. The Engineering was completed and the project originally went out to bid in January, 2015. Unfortunately, due to the budget impasse at the state the grant funds were put on hold and the project was never able to be completed.

The Village received a funding opportunity through the state for this project in December, 2018. Though not yet awarded, due to construction not being allowed at specific times of the year on IDNR Property, the project had to have a bit of a head start to feasibly be completed in the allotted time. The Village posted a Notice to Bidders on December 12, 2018, and held a public bid opening on January 16, 2019. The Village received nine (9) bids for the project ranging from \$85,471.25 to \$215,199.00.

Schroeder Asphalt Services, Inc. submitted the low bid of \$85,471.25. Schroeder Asphalt Services, Inc. has done work in the Village in the past and Staff is confident in their ability to complete the job effectively.

Based upon the bids and past experience, Staff recommends awarding the contract and entering into an agreement with Schroeder Asphalt Services, Inc. for the construction of the Bartlett/IDNR Bicycle Paths. Staff has attached a bid tally sheet, contract and Resolution for Board review.

- ATTACHMENTS (PLEASE LIST)**
- Memo
  - Bid Tab Sheet
  - Resolution
  - Agreement

**ACTION REQUESTED**

- For Discussion Only
- ✓ Resolution
- Ordinance
- ✓ Motion: MOVE TO APPROVE RESOLUTION#2019-\_\_\_-R, A RESOLUTION APPROVING THE CONTRACT BETWEEN THE VILLAGE OF BARTLETT AND SCHROEDER ASPHALT SERVICES, INC. FOR THE CONSTRUCTION OF THE BARTLETT/IDNR BICYCLE PATHS PROJECT.

Staff:             Dan Dinges, Director of Public Works             Date:             2/11/2019



# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Dan Dinges, Director of Public Works  
**Subject:** **Bartlett/IDNR Bicycle Paths Contract Award**  
**Date:** February 11, 2019

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## BACKGROUND

The Village of Bartlett was awarded a grant in 2014 for the construction of bike paths connecting Glen Koehler Field; to James "Pate" Phillip State Park; to the Lakewood Mills Subdivision. The paths were going to be a crushed limestone path from the State Park to the Lakewood Mills Subdivision, and a crushed limestone or asphalt path from Glen Koehler Fields. The project was designed by WBK Engineering and went out to bid in January, 2015. Due to the budget impasse at the State of Illinois, the grant funds were put on hold and were not released, therefore, the Village could not complete the project at that time and put the project on hold until those grant funds were released or a new funding opportunity presented itself. In fall of 2018, Representative Winger requested a list of shovel-ready projects that the State may be able to fund through the Department of Commercial and Economic Opportunity (DCEO); Staff included this project and are currently awaiting a response in the coming weeks on if the Village will be awarded.

Due to the previous Agreement with IDNR, work cannot be done on the IDNR property between April 15<sup>th</sup> and August 15<sup>th</sup>. If the Village is awarded the grant through Representative Winger and the DCEO, the project must be complete by July 1<sup>st</sup>.

## DISCUSSION

With the tight timeframe on completion of the project on IDNR property, the Village posted a Notice to Bidders on December 12, 2018 for the project, and held a public bid opening on January 16, 2019. The Village received nine (9) bids for the project. Utilizing the Alternate No. 1: "Hot-Mixed Asphalt Surface" for a portion of the path leading from Glen Koehler Field to the State Park, the bids ranged from \$85,471.25 to \$215,199.00, with the average being \$122,809.55.

Schroeder Asphalt Services, Inc. submitted the low bid of \$85,471.25. Schroeder Asphalt Services, Inc. has done work in the Village in the past and Staff is confident in their ability to complete the job effectively.

The Village does not have the grant funds guaranteed at this point, but since both potential grants are reimbursement based, the Village would be allowed to begin construction now and obtain reimbursement later if awarded the grant.

### **RECOMMENDATION**

Based upon the bids and past experience, Staff recommends awarding the contract and entering into an agreement with Schroeder Asphalt Services, Inc. for the construction of the Bartlett/IDNR Bicycle Paths. Attached is a bid tally sheet, contract and Resolution for your review.

### **MOTION**

**I MOVE TO APPROVE RESOLUTION #2019-\_\_\_\_-R, A RESOLUTION APPROVING THE CONTRACT BETWEEN THE VILLAGE OF BARTLETT AND SCHROEDER ASPHALT SERVICES, INC. FOR THE CONSTRUCTION OF THE BARTLETT/IDNR BICYCLE PATHS PROJECT.**

Ti/attachments



VILLAGE OF BARTLETT

Bartlett/IDNR Bicycle Path Links  
**BID TABULATION**  
 January 16, 2019

				Schroeder Asphalt Services, Inc.		Chicagoland Paving Contractors Inc.		Martam Construction, Inc.		Copenhaver Construction, Inc.		Kane County Excavating		Maneval Construction Co. Inc.		ALAMP Concrete Contractors, Inc.		Misfits Construction Company		Archon Construction Co. Inc.	
Item No.	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization/Demobilization	Sum	1	\$2,800.00	\$2,800.00	\$2,487.50	\$2,487.50	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$4,650.00	\$4,650.00	\$5,600.00	\$5,600.00	\$38,000.00	\$38,000.00	\$18,000.00	\$18,000.00	\$10,704.42	\$10,704.42
2	Clearing and Grubbing	Sum	1	\$5,800.00	\$5,800.00	\$5,300.00	\$5,300.00	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00	\$6,420.00	\$6,420.00	\$600.00	\$600.00	\$6,000.00	\$6,000.00	\$6,500.00	\$6,500.00	\$8,171.00	\$8,171.00
3	Stabilized Construction Entrance	EA	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$100.00	\$100.00	\$2,675.00	\$2,675.00	\$1,134.00	\$1,134.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$11,498.00	\$11,498.00
4	Topsoil Excavation & Placement	CY	190	\$18.00	\$3,420.00	\$47.50	\$9,025.00	\$32.00	\$6,080.00	\$15.00	\$2,850.00	\$12.80	\$2,432.00	\$50.40	\$9,576.00	\$1.00	\$190.00	\$15.00	\$2,850.00	\$99.20	\$18,848.00
5	Earth Excavation & Placement	CY	450	\$18.00	\$8,100.00	\$35.00	\$15,750.00	\$32.00	\$14,400.00	\$15.00	\$6,750.00	\$12.80	\$5,760.00	\$42.60	\$19,170.00	\$10.00	\$4,500.00	\$20.00	\$9,000.00	\$70.95	\$31,927.50
6	Geotechnical Fabric for Ground Stabilization	SY	1,745	\$1.25	\$2,181.25	\$1.00	\$1,745.00	\$2.00	\$3,490.00	\$2.00	\$3,490.00	\$2.50	\$4,362.50	\$0.78	\$1,361.10	\$1.00	\$1,745.00	\$5.00	\$8,725.00	\$1.30	\$2,268.50
7	Aggregate Base Course, Type B CA-6, 8" (aggregate trail)	SY	1,745	\$10.70	\$18,671.50	\$10.50	\$18,322.50	\$8.00	\$13,960.00	\$16.50	\$28,792.50	\$10.50	\$18,322.50	\$21.60	\$37,692.00	\$14.25	\$24,866.25	\$23.00	\$40,135.00	\$20.25	\$35,336.25
8	Crushed Gravel Screening, Premium trail Mix, 2"	SY	1,745	\$6.75	\$11,778.75	\$3.00	\$5,235.00	\$5.00	\$8,725.00	\$7.00	\$12,215.00	\$9.50	\$16,577.50	\$7.58	\$13,227.10	\$7.75	\$13,523.75	\$6.50	\$11,342.50	\$8.55	\$14,919.75
9	Shaping & Grading Trail	SY	1,745	\$1.35	\$2,355.75	\$1.00	\$1,745.00	\$3.00	\$5,235.00	\$3.00	\$5,235.00	\$7.20	\$12,564.00	\$2.75	\$4,798.75	\$2.75	\$4,798.75	\$2.50	\$4,362.50	\$4.70	\$8,201.50
10	Removal & Disposal of Unsuitable Material	CY	50	\$35.00	\$1,750.00	\$25.00	\$1,250.00	\$54.00	\$2,700.00	\$15.00	\$750.00	\$57.00	\$2,850.00	\$38.40	\$1,920.00	\$15.00	\$750.00	\$75.00	\$3,750.00	\$195.40	\$9,770.00
11	Sub-Base Granular Material, Type - C	CY	50	\$60.00	\$3,000.00	\$25.00	\$1,250.00	\$65.00	\$3,250.00	\$20.00	\$1,000.00	\$42.00	\$2,100.00	\$45.60	\$2,280.00	\$15.00	\$750.00	\$75.00	\$3,750.00	\$186.30	\$9,315.00
12	Seeding, IDOT Class 1B, Low Maintenance Lawn Mix	AC	0.32	\$5,200.00	\$1,664.00	\$4,500.00	\$1,440.00	\$2,800.00	\$896.00	\$2,000.00	\$640.00	\$17,187.50	\$5,500.00	\$5,400.00	\$1,728.00	\$7,500.00	\$2,400.00	\$12,000.00	\$3,840.00	\$18,619.00	\$5,958.08
13	Traffic Guard Double Post - Collapsible & Locking	EA	2	\$1,100.00	\$2,200.00	\$1,850.00	\$3,700.00	\$3,200.00	\$6,400.00	\$1,300.00	\$2,600.00	\$1,100.00	\$2,200.00	\$2,214.00	\$4,428.00	\$2,200.00	\$4,400.00	\$2,750.00	\$5,500.00	\$6,166.00	\$12,332.00
14	Erosion Control Blanket	SY	1,500	\$1.90	\$2,850.00	\$2.00	\$3,000.00	\$1.50	\$2,250.00	\$2.00	\$3,000.00	\$2.70	\$4,050.00	\$1.32	\$1,980.00	\$2.50	\$3,750.00	\$5.00	\$7,500.00	\$4.10	\$6,150.00
15	Silt Fence Inst. & Removal	LF	1,500	\$3.35	\$5,025.00	\$2.50	\$3,750.00	\$3.00	\$4,500.00	\$3.00	\$4,500.00	\$4.40	\$6,600.00	\$2.40	\$3,600.00	\$1.00	\$1,500.00	\$6.00	\$9,000.00	\$4.40	\$6,600.00
AS READ				\$73,596.25		\$75,000.00		\$86,386.00		\$86,422.50		\$96,763.50		\$109,094.95		\$109,173.75		\$139,255.00		\$192,000.00	
<b>TOTAL</b>				<b>\$73,596.25</b>		<b>\$75,000.00</b>		<b>\$86,386.00</b>		<b>\$86,422.50</b>		<b>\$97,063.50</b>		<b>\$109,094.95</b>		<b>\$109,173.75</b>		<b>\$139,255.00</b>		<b>\$192,000.00</b>	
ALTERNATE NO. 1				Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
16	Hot Mix Asphalt Surface Course, Mix D, N50, 2"	TON	95	\$125.00	\$11,875.00	\$125.00	\$11,875.00	\$145.00	\$13,775.00	\$175.00	\$16,625.00	\$157.00	\$14,915.00	\$144.00	\$13,680.00	\$120.00	\$11,400.00	\$210.00	\$19,950.00	\$244.20	\$23,199.00
<b>Total Including Alternate</b>				<b>\$85,471.25</b>		<b>\$86,875.00</b>		<b>\$100,161.00</b>		<b>\$103,047.50</b>		<b>\$111,978.50</b>		<b>\$122,774.95</b>		<b>\$120,573.75</b>		<b>\$159,205.00</b>		<b>\$215,199.00</b>	

**RESOLUTION 2019 - \_\_\_ - R**

**A RESOLUTION APPROVING THE CONTRACT BETWEEN THE VILLAGE OF BARTLETT AND SCHROEDER ASPHALT SERVICES, INC. FOR THE CONSTRUCTION OF THE BARTLETT/IDNR BICYCLE PATHS**

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

**SECTION ONE:** That the total bid for the Village's Bartlett/IDNR Bicycle Paths Project, as more fully set forth in the Agreement hereinafter described in Section Two hereof (the "Project Work"), is hereby approved and a contract is hereby awarded to the following contractor as the lowest responsible and responsive bidder meeting specifications:

Schroeder Asphalt Services, Inc. (the "Contractor") at the unit pricing set forth in its bid, which when applied to the estimated quantities for the Project Work, total \$85,471.25.

**SECTION TWO:** That the Bartlett/IDNR Bicycle Paths Project Agreement between the Village of Bartlett and the Contractor for the Project Work, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement"), is hereby approved.

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

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED February 19, 2019**

**APPROVED February 19, 2019**

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**Kevin Wallace, Village President**

**ATTEST:**

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**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 2019 - \_\_\_-R, enacted on February 19, 2019, and approved on February 19, 2019, as the same appears from the official records of the Village of Bartlett.

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Lorna Giles, Village Clerk



THE VILLAGE OF  
**BARTLETT**

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SPECIFICATIONS,  
PLANS, CONTRACT  
PROPOSAL FOR  
THE IMPROVEMENT OF

**VILLAGE OF BARTLETT/IDNR  
BICYCLE PATHS**

**January 2019**

PROPOSAL SUBMITTED BY

Schroeder Asphalt Services, Inc.  
CONTRACTORS NAME

P.O. Box 831  
STREET

Huntley, IL 60142  
CITY STATE ZIP CODE

| RETURN WITH BID |



THE VILLAGE OF  
**BARTLETT**

## NOTICE TO BIDDERS

COUNTY

Cook/DuPage/Kane LOCAL AGENCY  
Village of Bartlett

### RETURN WITH BID

#### Time and Place of Bid Opening

Sealed proposals for the improvement described below will be received at the Village of Bartlett main office **228 S. Main Street, Bartlett, Illinois 60103**. Proposals will be opened and read publicly at 10:00 A.M. Wednesday, January 16, 2019 at the Village of Bartlett main office **228 S. Main Street, Bartlett, Illinois 60103**.

#### Description of Work

There are two different paths to be constructed for this project. The first path will be a 10' wide and 845' length fine aggregate path connecting the Lakewood Mill asphalt path to the James Phillip State Park path and the second a 10' wide and 676' length fine aggregate path connecting Glen A. Koehler Fields path to the James Pate Phillip State Park path. The general location for the project is north of Stearns Road and East of Illinois Route 25.

#### Bidders Instructions

Plans and Specifications will be available on the Village website, in the "Bids and RFPs" Section: <https://www.village.bartlett.il.us/how-do-i-view/bids-and-rfps> (sign-in required). For answers to any questions you may contact Public Works at 630-837-0811.

All proposals must be accompanied by a proposal guaranty as outlined in the General Conditions 1, Section 4.

The Village reserves the right to waive technicalities and to reject any or all proposals for the following reasons:

- (A) More than one proposal for the same work from an individual, firm, partnership, or corporation under the same name or different names.
- (B) Evidence of collusion among bidders.
- (C) Unbalanced proposals in which the bid prices for some items are, in the judgment of the Village, out of proportion to the bid

prices for other items.

- (D) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum pay items.
- (E) If the proposal form is other than that furnished by the Village; or if the form is altered or any part thereof is detached.
- (F) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- (G) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- (H) If the proposal is not accompanied by the proper proposal guaranty.
- (I) If the proposal is prepared with other than ink or typewriter.

Bidders need not return the entire contract proposal when bids are submitted unless otherwise required. Portions of the proposal that must be returned include the following:

- Cover Sheet
- Notice to Bidders
- Schedule of Prices
- Signature Sheet
- Tax Compliance Affidavit
- Bid Rigging Certification
- Sexual Harassment Certification
- Project Reference

The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as herein after provided.

Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The village will, in no case be responsible for any cost, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

The bidder shall take no advantage of any error omission in the proposal and advertised contract.

All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders in a sealed envelope indicating its contents. Proposals received after the time specified will be returned to the bidder unopened.

Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.



## **SPECIFICATIONS FOR BIKE PATH CONSTRUCTION**

This work shall be performed according to the State of Illinois "Standard Specifications for Road and Bridge Construction" adopted January 1, 2018 and subsequent revisions thereto.

### LOCATION OF WORK:

The project is located within the Village of Bartlett north of Stearns Road and east of Illinois Route 25.

### DESCRIPTION OF WORK:

There are two different paths to be constructed for this project. The first path will be a 10' wide and 845' length fine aggregate path connecting the Lakewood Mill asphalt path to the James Phillip State Park path and the second a 10' wide and 676' length fine aggregate path connecting Glen A. Koehler Fields path to the James Pate Phillip State Park path. The general location for the project is north of Stearns Road and East of Illinois Route 25.

### NOTICE:

The Contractor shall notify Public Works at (630) 837-0811 between the hours of 8:30 AM to 4:00 PM Monday thru Friday. A forty-eight (48) hour notice is required before work is to begin. The contractor shall begin work within ten (10) days after a pre-construction meeting has taken place.

### PRE- CONSTRUCTION CONFERENCE:

A pre-construction conference will be held at the Public Works Office, 1150 Bittersweet Drive. The items discussed will include scheduling, work hours, contact persons, payouts, construction traffic and safety issues that will be impacted by construction.

### COMPLETION DATE

All project work on property owned by IDNR must be completed by April 15, 2019 and all project work on Village owned property shall be completed by June 15, 2019 unless additional time is granted. If the contractor fails to complete the project by the completion date, the contractor may be assessed liquidated damages in accordance with Section 108.09 of the Standard Specifications.

## **SP-1 CLEARING AND GRUBBING**

Description: The work under this specification shall consist of the clearing, grubbing, and disposal of trees, snags, logs, brush, stumps, shrubs, and rubbish from the designated areas beyond the limits of "Earth Excavation", which such clearing and grubbing is

incidental to the pay item. In some instances, clearing and grubbing may include removal of concrete, wood or steel posts.

Trees, shrubs, sod and other vegetation designated to remain undisturbed shall be protected from damage throughout the construction period. The Contractor shall be responsible for the repair or replacement of vegetation damaged by the Contractor's operations.

Earth fill, stockpiling of materials or vehicle parking shall not be allowed within the area of the drip line of the protected vegetation. Vegetation damaged due to disturbances under the drip line shall be replaced by the Contractor. Replacement vegetation must be of the same species, size and condition unless a substitution is approved by the Engineer.

Any superficial damage such as cuts, skins, scrapes or bruises to the bark of protected vegetation shall be carefully trimmed and treated using locally acceptable procedures.

Limbs or branches, one half ( $\frac{1}{2}$  ") inches or greater, which are broken or otherwise severed during construction, shall be cut flush at the base of the limb/branch.

Roots, one inch (1") or greater, which are broken or otherwise severed during construction, shall have their ends cut smoothly and perpendicular to the root.

Roots exposed during excavation or other operations shall be covered with moist soil as soon as possible to prevent the roots from drying out.

The limits of the areas to be cleared and grubbed will be marked by flags, stakes, tree markings or other suitable method.

Materials removed during the clearing and grubbing operations will be disposed of off-site. The Contractor is responsible for complying with all applicable local, state or federal regulations.

Measurement and Method of Payment: Clearing and grubbing will be paid for at the contract unit price LUMP SUM for CLEARING AND GRUBBING. The area will be measured in place and will be the limits of earth excavation. Clearing and grubbing within the limits of earth excavation and embankment is included in the cost and payment.

## **SP-2 CONSTRUCTION LAYOUT**

This work shall be in conformance with the "Special Provision for Construction Layout Stakes" in the SSRCP and shall be considered incidental to the cost of the project.

## **SP-3 CRUSHED GRAVEL SCREENINGS SURFACE COURSE/PREMIUM PATH MIX**

Description: This work shall be in accordance with Article 402 in the *Standard Specifications* except as modified herein. This material is to be placed where there is an aggregate path. The screenings shall be similar to FA-21 and shall match the lab gradations as produced by Thelen Sand & Gravel, Inc. Aggregate Source number 50970-01 dated October 18, 2013 and approved by the Village of Bartlett.

Method of Measurement: The path will be measured on a square yard basis. The thickness of the aggregate path mix will be 4".

Basis of Payment: This work shall be paid for at the contract unit price per square yard of CRUSHED GRAVEL SCREENINGS SURFACE COURSE.

#### **SP-4 MOBILIZATION**

Description: All work, materials and equipment will conform to Sections 671 of the Standard Specifications. The work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site.

Measurement and Payment: This work will be paid for at the contract unit price Lump Sum for MOBILIZATION.

#### **SP-5 STABILIZED CONSTRUCTION ENTRANCE**

Description: The work shall consist of furnishing, installing, maintaining, and removing a stabilized construction entrance of aggregate fill underlain with filter fabric as shown on the plans or directed by the Engineer. The minimum length and width shall be 100 feet and 25 feet respectively. Any surface water flowing or diverted toward the construction entrance shall be piped across the entrance. Any pipe used for this shall be considered incidental to the stabilized construction entrance.

Materials: Materials for aggregate fill shall meet the requirements of Section 1004 of the Standard Specifications. The aggregate materials shall be gradation CA-3. Filter fabric placed under the aggregate fill shall conform to the requirements of Section 1080.03 of the Standard Specifications.

Foundation Preparation: The foundation for aggregate fill shall be stripped to removed vegetation and other unsuitable materials or shall be excavated as specified. Except as otherwise specified, earth foundation surfaces shall be graded to remove surface irregularities and test pits or other cavities shall be filled with compacted earth fill of approximately the same kind and density as the adjacent foundation material. Rock foundation surfaces shall be cleared of all loose material not conforming to the specifications for the aggregate fill material. The aggregate fill shall not be placed until the foundation preparation is completed and the foundation and excavations have been inspected and approved by the Engineer or the Village of Bartlett.

Aggregate Placement: The aggregate fill shall be dumped and spread into position over the filter fabric in approximately horizontal layers not to exceed twelve (12) inches in thickness. It shall be placed in a manner to produce a reasonably homogeneous stable fill that contains no segregated pockets of large or small fragments or large unfilled spaces caused by bridging of the larger rock fragments. No compaction is required beyond that resulting from the placing and spreading operations.

Maintenance: Maintenance of this item may include cleaning, reshaping/ grading as well as

additional aggregate at the direction of the Engineer. Maintenance shall be included in the cost of this pay item. The entrance shall remain in place and be maintained until the disturbed area is stabilized. Any sediment spilled onto public right of way must be removed immediately.

Measurement and Payment: The work shall be paid for at the contract unit price per Square Yard for STABILIZED CONSTRUCTION ENTRANCE, which price shall include excavation, bedding, aggregate fill, filter fabric, placing and compacting, labor, tools, equipment, maintenance and incidentals required to complete the work as specified.

## **SP-6 EARTH EXCAVATION AND PLACEMENT**

Description: All work, materials, and equipment shall conform to applicable portions of Section 202 of the Standard Specifications except as modified herein or on the plans. This work shall consist of the excavation, transportation and placement of suitable excavated material including channel excavation. The excavated earth material is to be transported and placed at the locations designated onsite and any excess material shall be removed at the contractor's expense. Earth excavation will include the excavation of unsuitable or unstable material including asphalt, concrete, stone or combination thereof.

Measurement and Payment: This work shall be paid for the quantities shown on the plans at the contract unit price per Cubic Yard for EARTH EXCAVATION AND PLACEMENT which price shall include excavation, placing, labor, tools, equipment and incidentals required to construct to the lines, grades and dimensions as indicated on the plans. No further measurement will be required.

## **SP-7 TOPSOIL EXCAVATION AND PLACEMENT**

Description: All work, materials, and equipment shall conform to applicable portions of Section 211 of the Standard Specifications except as modified herein or on the plans. This work shall consist of the excavation, transportation and placement of suitable excavated topsoil.

The topsoil is to be excavated to a depth of 6-inches or finished subgrade elevation (whichever is shallower) from areas shown on the plans. The excavated topsoil is to be transported and placed to a depth of 12-inches at the locations designated in the plans or as specified by the Village of Bartlett. All suitable earth material shall remain onsite unless directed otherwise by the Village of Bartlett.

Stock piles of topsoil are to be located in areas designated by the Village of Bartlett or Engineer. If the stockpiles are to remain in place for more than 3 calendar days, erosion and sediment protection must be provided around the stock pile.

Measurement and Payment: This work shall be measured in place in cubic yards per Article 211.07(c). This work shall be paid for at the contract unit price per Cubic Yard for TOPSOIL EXCAVATION AND PLACEMENT. The price shall include all labor, equipment, materials and incidentals necessary to complete the work as described herein.

## **SP-8 SUB-BASE GRANULAR MATERIAL, TYPE C**

Description: This work shall be in accordance with Article 311 in the *Standard Specifications* except as modified herein. Sub-base granular material is to be placed where unsuitable soil is encountered along the path limits.

Full depth subgrade undercut should occur at limits determined by the Engineer. The sub-base granular material, type C shall be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown on the plans.

Removal and disposal of the unsuitable material shall be paid for as, "REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL", in accordance with Article 202 of the *Standard Specifications*.

## **SP-9 PERIMETER EROSION BARRIER/SILT FENCE**

Description: All work, materials, and equipment shall conform to applicable portions of Section 280 of the *Standard Specifications* except as modified herein or on the plans.

Measurement and Payment: This work will be measured for payment in place in feet. This work will be paid for at the contract unit price per Foot for PERIMETER EROSION BARRIER.



THE VILLAGE OF  
**BARTLETT**

## PROPOSAL

COUNTY Cook/DuPage/Kane  
LOCAL AGENCY Village of Bartlett

---

**RETURN WITH BID**

---

- 1.) Proposal:

There are two different paths to be constructed for this project. The first path will be a 10' wide and 845' length fine aggregate path connecting the Lakewood Mill asphalt path to the James Phillip State Park path and the second a 10' wide and 676' length fine aggregate path connecting Glen A. Koehler Fields path to the James Pate Phillip State Park path. The general location for the project is north of Stearns Road and East of Illinois Route 25.
- 2.) The plans for the proposed work were prepared by the Village of Bartlett Public Works Engineering Department.
- 3.) The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and "Supplemental Specifications and Recurring Special Provisions" hereto, adopted January 1, 2018.
- 4.) The undersigned agrees to complete the work on property owned by IDNR by April 15, 2019 and all project work on Village owned property shall be completed by June 15, 2019 unless additional time is granted in writing.
- 5.) Each bid shall be accompanied by a Bid Bond, certified check, cashier's check, or bank draft in an amount equal to 10% the bid amount, made payable to the Village to guarantee that if the bid is accepted, the bidder will furnish a Performance Bond and Payment Bond or Irrevocable Letter of Credit of not less than 110% of the Contract Sum in accordance with the Agreement ("Payment and Performance Bonds") and shall execute said Agreement within fifteen (15) days of the award of the contract. In the event the bidder fails to furnish such Payment and Performance Bonds or Irrevocable Letter of Credit and/or execute the Contract Documents within said fifteen days, the amount of the check or Bid Bond shall be forfeited to the Village as liquidated damages.
- 6.) If this proposal is accepted and the undersigned fails to execute a contract as required, it is hereby agreed that the bid bond/security shall be forfeited to the Village.
- 7.) Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- 8.) A bid will be declared unacceptable if neither a unit price nor total price is shown.
- 9.) The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the Village, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization or a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or Local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.
- 10.) The undersigned submits herewith the schedule of prices covering the work to be performed.

# SUMMARY OF QUANTITIES

## VILLAGE OF BARTLETT/IDNR BICYCLE PATHS

	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1	MOBILIZATION/DEMobilIZATION - CONTRACT ADMINISTRATION	L.SUM	1	2,800.00	2,800.00
2	CLEARING AND GRUBBING	L.SUM	1	5,800.00	5,800.00
3	STABILIZED CONSTRUCTION ENTRANCE	EACH	1	2,000.00	2,000.00
4	TOPSOIL EXCAVATION AND PLACEMENT	C.Y.	190	18.00	3,420.00
5	EARTH EXCAVATION AND PLACEMENT	C.Y.	450	18.00	8,100.00
6	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	S.Y.	1,745	1.25	2,181.25
7	AGGREGATE BASE COURSE, TYPE B CA-6, 8" (aggregate trail)	S.Y.	1,745	10.70	18,671.50
8	CRUSHED GRAVEL SCREENING, PREMIUM TRAIL MIX, 2"	S.Y.	1,745	6.75	11,778.75
9	SHAPING AND GRADING TRAIL	S.Y.	1745	1.35	2,355.75
10	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	C.Y.	50	35.00	1,750.00
11	SUB-BASE GRANULAR MATERIAL, TYPE C	C.Y.	50	60.00	3,000.00
12	SEEDING, IDOT CLASS 1B, LOW MAINTENANCE LAWN MIX	AC	0.32	5,200.00	1,664.00
13	TRAFFIC GUARD DOUBLE POST - COLLAPSIBLE & LOCKING	EACH	2	1,100.00	2,200.00
14	EROSION CONTROL BLANKET	S.Y.	1500	1.90	2,850.00
15	SILT FENCE INST. AND REMOVAL	L.F.	1500	3.35	5,025.00
				TOTAL	73,596.25

### ALTERNATE NO. 1 HOT MIX ASPHALT SURFACE COURSE

	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
16	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50, 2"	TON	95	125.00	11,875.00
				ALT. TOTAL	11,875.00



THE VILLAGE OF  
**BARTLETT**

**SIGNATURES**

\_\_\_\_\_  
**RETURN WITH BID**  
\_\_\_\_\_

IF AN INDIVIDUAL:

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

IF A CORPORATION:

Corporate Name Schroeder Asphalt Services, Inc.

Business Address P.O. Box 831, Huntley, IL 60142

Signed By *Ronald Schroeder* (President)

Insert Names  
Of Officers

President Ronald Schroeder

Secretary Grace Foss

Treasurer Ronald Schroeder



Corporate Seal

Attest *Grace A. Foss* (Secretary)

IF A PARTNERSHIP:



Firm Name \_\_\_\_\_

Business Address \_\_\_\_\_

Signed By \_\_\_\_\_

Insert Names and Address  
of all Partners:



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IF AN LLC:

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

Business Address \_\_\_\_\_

Signed By \_\_\_\_\_  
(Manager)

Insert Names and Address  
of all Managers and  
any Officers



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**AFFIDAVIT OF EXPERIENCE/MINIMUM QUALIFICATION DOCUMENTATION**

(This Affidavit must be executed)

STATE OF Illinois }

COUNTY OF McHenry SS:


Ronald Schroeder being duly sworn, says that he/she is

President of Schroeder Asphalt Services, Inc.  
(Sole owner, partner, corporate officer or manager) (Individual, firm, corporate name)

and states that attached hereto is an accurate list of at least three (3) projects that are similar in size, scope, cost and complexity to the Project Work that the bidder has completed in the last three (3) years, at least three (3) of which were performed for a municipality, park district, school district or another unit of local government, and that the information included on the attached table or separate sheets listing least three (3) such projects by name, owner, contact, phone number, contract sum and date of completion is true and accurate.

  
Affiant

Subscribed & sworn to before me  
This 16th day of January, 2019

  
Notary Public

OFFICIAL SEAL  
JENNIFER L. GRIEBEL  
Notary Public - State of Illinois  
My Commission Expires 4/03/2021

## Sub-Contractor and Supplier List

(Failure to complete may result in disqualification of Bid.)

The sub-contractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested in writing and approved by the Owner one (1) week prior to the start of the work that is involved.

### Sub-Contractor

(Including Address & Phone Numbers)

### Work Performed

Reliable Landscaping  
6604 Goldhaber Lane  
Plainfield, IL 60586

Landscaping

Clean Cut Tree Service  
31069 North IL Rt 83  
Grayslake, IL 60030

Clearing & Grubbing

### Material Supplier

Allied Asphalt  
Traffic Guard

### Material Supplied

Asphalt  
Double Post

Company Name: Schroeder Asphalt Services, Inc.

Bidder's Signature: Ronald Schroeder

/Ronald Schroeder, President  
Title

**TAX COMPLIANCE AFFIDAVIT**

The undersigned, being the duly appointed official of Schroeder Asphalt Services, Inc. (Name of Company) ("Bidder") duly sworn and under oath hereby certifies that Bidder is not delinquent in payment of any taxes to the Illinois Department of Revenue, and/or the Internal Revenue Service.

  
Signature      Ronald Schroeder, President

STATE OF ILLINOIS

SS.

COUNTY OF McHenry

—

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Ronald Schroeder appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Schroeder Asphalt Services, Inc. (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Schroeder Asphalt Services, Inc. (Company).

Dated: January 16, 2019

  
Notary Public

**OFFICIAL SEAL**  
**JENNIFER L. GRIEBEL**  
Notary Public - State of Illinois  
My Commission Expires 4/03/2021

**CERTIFICATION THAT BIDDER  
IS NOT BARRED FROM PUBLIC CONTRACTING DUE TO  
BID-RIGGING OR BID-ROTATING CONVICTIONS**

The undersigned hereby certifies that \_\_\_\_\_ (Name of Company) ("Bidder") is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid-rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned further certifies that no officers or employees of the Bidder's firm have been so convicted and that Bidder is not the successor company or a new company created by the officers or owners of one so convicted. The undersigned certifies that any such conviction occurring after the date of this certification will be reported to the Village of Bartlett, immediately in writing, if it occurs during the bidding process or otherwise prior to entering into the Contract therewith.

Dated: January 16, 2019

Schroeder Asphalt Services, Inc.  
(Print Name of Bidder/Company)

*Ronald Schroeder*  
(Signature of Authorized Officer)

Ronald Schroeder  
(Printed Name of Signatory)

President  
(Title of Signatory)

STATE OF ILLINOIS            )  
  )  
COUNTY OF McHenry    )    SS.

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Ronald Schroeder appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Schroeder Asphalt Services, Inc. (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Schroeder Asphalt Services, Inc. (Company).

Dated: January 16, 2019

*Jennifer L. Griebel*  
Notary Public



**CERTIFICATION THAT BIDDER HAS ADOPTED  
AND MAINTAINS A WRITTEN SEXUAL HARASSMENT POLICY  
AND REGARDING SUBSTANCE ABUSE PREVENTION PROGRAM**

The undersigned hereby certifies that Schroeder Asphalt Services, Inc. (Name of Company) ("Bidder") has in full force and effect a written sexual harassment policy in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including at least the following:

- a statement on the illegality of sexual harassment;
- the definition of sexual harassment under Illinois law;
- a description of sexual harassment, utilizing examples;
- an internal complaint process, including penalties;
- the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
- directions on how to contact the Department and the Commission; and,
- protection against retaliation as provided by Section 6-101 of the Act.

The undersigned further certifies that such policy shall remain in full force and effect throughout the term of the Contract.

The undersigned further certifies that it has or will have in place prior to commencement of the Project Work, a written substance abuse prevention program which meets or exceeds the requirements set forth in the Substance Abuse Prevention on Public Works Projects Acts (PA 95-0635) (the "Act") to the extent required under said Act.

Schroeder Asphalt Services, Inc.  
(Print Name of Bidder/Company))

*Ronald Schroeder*  
(Signature of Authorized Officer)

Ronald Schroeder  
(Printed Name of Signatory)

President  
(Title of Signatory)

STATE OF ILLINOIS

COUNTY OF McHenry

SS.

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Ronald Schroeder appeared before me this day in person and, being first duly sworn On oath, acknowledged that he/she is authorized to act on behalf of Schroeder Asphalt Services, Inc. (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Schroeder Asphalt Services, Inc. (Company).

Dated: January 16, 2019

*Jennifer L. Griebel*  
Notary Public  
**OFFICIAL SEAL**  
**JENNIFER L. GRIEBEL**  
Notary Public - State of Illinois  
My Commission Expires 4/02/2021

# **SCHROEDER**

## **ASPHALT SERVICES, INC.**

P.O. BOX 831  
HUNTLEY, IL 60142

PHONE: (815) 923-4380  
FAX: (815) 923-4389

### **JOB REFERENCES**

Company: School District U-46  
Name: West Parking Lot and Driveway Improvements  
at Streamwood High School  
Amount: \$1,149,975.00 / Completion 2016  
Engineer: Hampton, Lenzini and Renwick, Inc.  
Jeff Meindl  
847/697-6700  
[jmeindl@hlreng.com](mailto:jmeindl@hlreng.com)

Company: Village of Mundelein  
Name: 2017 Roadway Resurfacing & Pathway Improvement Program  
Amount: \$572,472.25 / Completion 2017  
Engineer: Gewalt Hamilton Associates, Inc.  
John Briggs  
847/478-9700  
[jbriggs@gha-engineers.com](mailto:jbriggs@gha-engineers.com)

Company: Village of Gurnee  
Name: Knowles Road Pedestrian Path (Project #8357)  
Amount: \$157,378.80 / Completion 2018  
Engineer: Village of Gurnee  
Nicholas Leach  
847/599-7586  
[nleach@village.gurnee.il.us](mailto:nleach@village.gurnee.il.us)

Company: Wheaton Park District  
Name: 2016 Asphalt Paving Projects  
Amount: \$27,260.00 / Completion 2016  
Engineer: Brian Morrow  
630/510-4975  
[bmorrow@wheatonparks.org](mailto:bmorrow@wheatonparks.org)

Company: Village of Lake in the Hills  
Name: 2018 Bike Path Resurfacing  
Amount: \$32,887.00 / Completion - 5/31/18  
Engineer: Village of Lake in the Hills  
Guy Fehrman  
847/960-7500  
[lfehrman@lith.org](mailto:lfehrman@lith.org)

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Schroeder Asphalt Services, Inc.  
PO Box 831  
Huntley, IL 60142

### SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company  
100 William Street, 5th Floor  
New York, NY 10038  
**Mailing Address for Notices**  
1411n Opus Place, Ste. 450

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

Downers Grove, IL 60515

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** \$ 10% Ten Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Village of Bartlett / IDNR Bicycle Paths

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.


Signed and sealed this 16th day of January, 2019

  
\_\_\_\_\_  
(Witness)

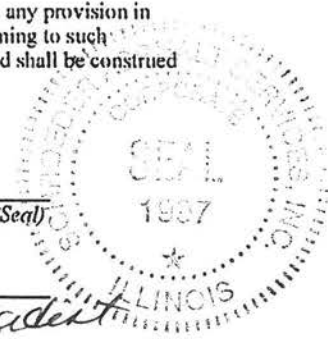
Schroeder Asphalt Services, Inc.

(Principal)

By

  
\_\_\_\_\_  
(Title) Ronald Schroeder, President

(Seal)



  
\_\_\_\_\_  
(Witness)

Hudson Insurance Company

(Surety)

By

  
\_\_\_\_\_  
(Title) Kevin J. Scanlon Attorney-in-Fact

(Seal)



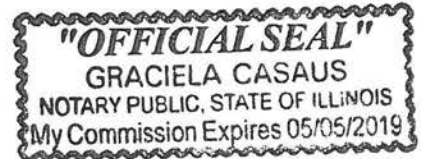


State of IL  
County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Graciela Casaus Notary Public of DuPage County, in the State of IL,  
do hereby certify that Kevin J. Scanlon Attorney-in-Fact, of the Hudson Insurance  
Company who is personally known to me to be the same person whose  
name is subscribed to the foregoing instrument, appeared before me this day in person, and  
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the  
Hudson Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in  
said County, this 16th day of January, 2019.



Graciela Casaus

Notary Public

Graciela Casaus

My Commission expires: May 5, 2019

Bond No. Bid Bond



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Kevin J. Scanlon of the State of IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized on this 14th day of December, 2017 at New York, New York.



Attest: Dina Daskalakis, Corporate Secretary

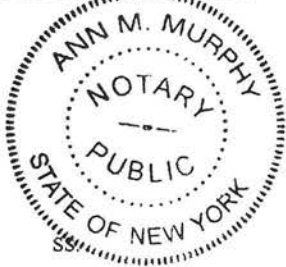
HUDSON INSURANCE COMPANY

By: Michael P. Cifone, Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 14th day of December, 2017 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY, Notary Public, State of New York, No. 01MU6067553, Qualified in Nassau County, Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 16th day of January, 2019.

(Corporate seal)



By: Dina Daskalakis, Secretary

**VILLAGE OF BARTLETT/IDNR BICYCLE PATHS  
PROJECT AGREEMENT**

-----

This Water Main Replacement Project Agreement (the "Agreement") is entered this 19 day of February, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Schroeder Asphalt Services, Inc. (the "Contractor") (collectively, the "Parties").

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

**Project Work.**

a. For the construction of two different paths. The first path will be a 10' wide and 845' length fine aggregate path connecting the Lakewood Mill asphalt path to the James Phillip State Park path and the second, a 10' wide and 676' length asphalt path connecting Glen A. Koehler Fields path to the James Pate Phillip State Park Path.

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

**Completion Date.** Contractor shall complete the Project Work in strict compliance with the requirements herein on or before October 31, 2019.

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

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

2. Neither Owner nor Engineer guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

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

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

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

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

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

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

(v) Certified Payrolls (defined below)

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

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

c. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall be signed and notarized; (2) Certified Payrolls; and (3) such additional documentation and/or information requested by the Village relative to said payment.

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

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

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

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

C. Compliance with Law. All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to

the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

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

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

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

G. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of all Project Sites and represents and warrants that the Specifications, Plans, Drawings

and other Contract Documents as defined in the General Conditions are adequate and the required result can be produced there under. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

H. Insurance. Contractor shall procure and maintain for the duration of the contract, and for three (3) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1. Minimum Scope and Limits of Insurance

a. Coverage shall be at least as broad as:

- i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence with a general aggregate limit no less than \$2,000,000.
- ii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. Workers' Compensation insurance as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

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

2. Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Owner, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Village guaranteeing payment of losses and related investigations, claim administration and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insurer or the Owner.

3. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. The Village of Bartlett and its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to

liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if a later edition used.)

- b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner, or its officers, officials, employees, or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Owner.
- d. With respect to the Contractor's ongoing insurance obligation after the duration of the Contract, Contractor may alternatively maintain Commercial General Liability ("CGL") and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence CG 04 1393, or substitute form providing equivalent coverage, and shall at a minimum cover liability arising from products completed operations and liability assumed under an insured contract.

#### 4. Claims Made Policies

All coverages shall be provided upon an occurrence basis unless claims made coverages are expressly approved in writing by the Village Administrator, in her sole discretion, prior to the start of construction. If any coverage required is proposed to be written on claims-made coverage form:

- a. The retroactive date must be shown, and must be before the execution date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of the work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
- d. A copy of the claims reporting requirements must be submitted to the Village Administrator for review.

#### 5. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to the Owner.

#### 6. Waiver of Subrogation

*Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor*



of the Owner for all work performed by the Contractor, its employees, agents and subcontractors. Owner shall be named as alternative employer on the Contractor's Workers' Compensation coverage.

7. Verification of Coverage

Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

8. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall ensure that the Owner is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 28 04 13. Upon the Owner's request, the Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

I. Performance and Payment Bonds, IDOT Contract Bond or Letter of Credit.

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds or IDOT Contract Bond, each in the amount of **110%** of the Contract Sum, naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and approved by the Village. ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, including but not limited to payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the unit pricing set forth in Contractors Proposal.

J. Prevailing Wages.

Contractor shall pay prevailing wages for the respective County in which the Project Work is being performed, as established by the Illinois Department of Labor for each craft or type of work in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Act"). The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of prevailing wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the prevailing

rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of prevailing rate of wages. Any increase in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Village. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work and for ensuring strict compliance with the requirements of the Act, including but not limited to providing Certified Payrolls to the Village in accordance with the Act and as required herein. Copies of the February 2013 prevailing wage rates for Cook, DuPage, and Kane Counties, Illinois are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL). Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for the County in which the work is being performed as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

K. Default.

In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph "L" below.

L. Limitation on the Owner's Liability.

The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village, and agrees not to make any claim or demand for such damages against the Village.

M. Hazardous Substances.

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by Contractor, and/or Contractor's Agent (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its employees, agents, consultants, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration

work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

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

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

#### N. Delays in Project Work.

Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

#### O. Change Orders.

(1.) Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Engineer. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village corporate authorities shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator.

(2.) All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional

compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Engineer, in that said Unit Pricing already reflects Contractor's overhead and profits.

P. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

Q. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village, Engineer, nor Consultant shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

R. Exhibits and Contract Documents.

All Exhibits and Contract Documents referred to therein are expressly incorporated herein and made part hereof.

S. Assumption of Liability.

To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

T. Severability

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

U. No Waiver of Immunities and/or Privileges by the Village of Bartlett.

Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

V. Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code

Contractor shall comply with the Architectural Barrier act of 1968, as amended (42 U.S.C. § 4151, et seq.), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

W. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with the Clean Air act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

X. Removal and Disposal

The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

Y. Work by Trade Unions

If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

Z. Illinois Human Rights Act.

The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.) and Contractor represents and warrants to the Village as follows:

(1) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

(3) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human

Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Z-1. Guarantee.

(1) Except as otherwise specified, the contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.

(2) If the Drawings, Plans, and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

Z-2 Miscellaneous.

(1.) This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

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

(3.) This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.

(4.) In construing this Agreement, section headings shall be disregarded.

(5.) Time is of the essence of this Agreement and every provision contained herein.

(6.) Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

(7.) Survival of Obligations. Except as otherwise provided, any obligations

and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

(8.) In the event of any conflict between the terms and conditions of any of the Contract Documents, and/or this Addendum, the most stringent requirements shall control.

VILLAGE OF BARTLETT:

Schroeder Asphalt Services, Inc.

By: \_\_\_\_\_  
Kevin Wallace  
Village President

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

Attest:

Attest:

By: \_\_\_\_\_  
Lorna Giles, Village Clerk

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

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

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