

Bartlett Point West SSA Public Hearing – 7:00 p.m.

VILLAGE OF BARTLETT  
BOARD AGENDA  
NOVEMBER 17, 2015  
7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. \*CONSENT AGENDA\*

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

\*6. MINUTES: Board & Committee Minutes – November 3, 2015

\*7. BILL LIST: November 17, 2015

8. TREASURER'S REPORT: September 2015  
Sales Tax Report – August 2015

9. PRESIDENT'S REPORT: Release Revenues to Local Governments Resolution

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

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

12. STANDING COMMITTEE REPORTS:

A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE  
No Report

B. BUILDING COMMITTEE, CHAIRMAN HOPKINS  
No Report

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE  
1. Utility Tax Discussion  
2. 2015 Estimated Property Tax Levy  
3. Computer Replacement Purchase

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS  
No Report

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARONARO  
No Report

F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER  
1. Municipal Code Amendment – New Stop Sign Locations  
2. Country Creek Lift Station Upgrade Project

13. NEW BUSINESS:

14. QUESTION/ANSWER: PRESIDENT & TRUSTEE

15. ADJOURNMENT



# Agenda Item Executive Summary

Item Name Bartlett Pointe West Public Hearing to Establish a Special Service Area Committee or Board Board

## BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

## EXECUTIVE SUMMARY

The establishment of a Special Service Area for the Bartlett Pointe West Subdivision requires a Public Hearing before the Village Board.

The SSA is necessary to provide a backup source of funding for the storm water detention system in the development. The DuPage County Storm Water Ordinance requires this back up funding mechanism.

## ATTACHMENTS (PLEASE LIST)

SSA Data Sheet, Notice of Public Hearing and Waiver of Notice

## ACTION REQUESTED

- For Discussion Only: Conduct public hearing and take testimony, formal objections can be filed up to 60 days after the adjournment of the public hearing and before enacting the SSA.
- Resolution
- Ordinance
- Motion

Staff: Jim Plonczynski, Com Dev Director Date: 11/6/2015

**SPECIAL SERVICE AREA DATA SHEET**

**Name:** Bartlett Pointe West Subdivision

**Developer:** Reliable Materials Inc.

**Number of Units:** 29 single family homes

**Bond Amount:** \$1,098,656.00

**PIN #'s** 06-36-400-035-0000, 06-36-400-038-0000, 06-36-400-040-0000 &  
06-36-400-042-0000

**Property Owner:** Reliable Materials, Inc.

**Important Dates:**

<b>Board Approval of Authorization</b>	<b>10/20/15</b>
<b>Ordinance Proposing SSA</b>	<b>2015-084</b>
<b>Date Passed</b>	<b>10/20/15</b>
<b>Public Hearing</b>	<b>11/17/15</b>
<b>60 Day Expiration</b>	<b>01/17/16</b>
<b>Ordinance Establishing SSA</b>	<b>2016-_____</b>
<b>Date Passed</b>	

**# of Acres** 8.97 acres

**NOTICE OF PUBLIC HEARING**  
**Village of Bartlett, Cook, DuPage and**  
**Kane Counties, Illinois**  
**Special Service Area Number One**  
**for the Bartlett Pointe West Subdivision**

**NOTICE IS HEREBY GIVEN** that on November 17, 2015, at 7:00 o'clock P.M., Chicago time, or as soon thereafter as this matter may be heard, at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois, a hearing will be held by the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, (the "Village") to consider the establishment of Special Service Area Number One for the Bartlett Pointe West Subdivision of said Village, consisting of the following described territory:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF WEST BARTLETT ROAD PER DOCUMENT NO. 2008K010201 RECORDED FEBRUARY 7, 2008 AND THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS EAST, A DISTANCE OF 1173.03 FEET, ALONG SAID EAST LINE; THENCE NORTH 88 DEGREES 13 MINUTES 42 SECONDS WEST, A DISTANCE OF 313.99 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 26.00 FEET; THENCE NORTH 49 DEGREES 10 MINUTES 10 SECONDS WEST, A DISTANCE OF 109.31 FEET TO THE EASTERLY RIGHT OF WAY OF SOUTHWIND BOULEVARD PER DOCUMENT NO. 2008K081774; THENCE THE FOLLOWING FOUR COURSES ALONG SAID EASTERLY RIGHT OF WAY; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 263.00 FEET, AN ARC LENGTH OF 190.37 FEET, AND CHORD BEARING NORTH 20 DEGREES 15 MINUTES 56 SECONDS EAST; THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 473.38 FEET; THENCE NORTH 05 DEGREES 52 MINUTES 09 SECONDS EAST, A DISTANCE OF 18.11 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 344.49 FEET TO THE SOUTHERLY RIGHT OF WAY OF WEST BARTLETT ROAD PER DOCUMENT NO. 2008K010201 RECORDED FEBRUARY 7, 2008; THENCE THE FOLLOWING TWO COURSES ALONG SAID SOUTHERLY RIGHT OF WAY; THENCE NORTH 44 DEGREES 06 MINUTES 47 SECONDS EAST, A DISTANCE OF 68.33 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST, A DISTANCE OF 279.98 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

and further identified by PINs 06-36-400-035-0000, 06-36-400-038-0000, 06-36-400-040-0000 & 06-36-400-042-0000 (the "Territory").

The Territory contains approximately 8.97 +/- acres and is located on the South side of West Bartlett Road, west of the Bartlett Pointe Subdivision, in the Village of Bartlett, and an accurate map of the Territory is on file in the office of the Village Clerk of the Village and is available for public inspection.

The purpose of the establishment of said Special Service Area Number One for the Bartlett Pointe West Subdivision is to provide special municipal services to said Special Service Area, consisting of the management of storm water which directly affects the Area, including (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; (2) the maintenance and

care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches; (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; (4) the care, maintenance and restoration of wetland areas; and (5) the administrative costs incurred by the Village in connection with the above including, but not limited to insurance premiums for liability insurance coverage (collectively, the "Services"); all of the necessary construction to be on existing public property or easements or property or easements to be acquired by the Village; and all of said services to be in and for said Special Service Area.

The levy of a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Area to pay the annual cost of providing for the ordinary maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches and for the ordinary maintenance and repair of storm sewers, drain tile, pipes and other conduit, and appurtenant structures, and the ordinary care and maintenance of wetland areas (the "Ordinary Services") will also be considered at such Hearing.

The issuance of bonds in the amount of \$274,664, adjusted for increases or decreases in the cost of construction from January 1, 2016 based on changes in the construction cost index published monthly in the Engineering News Record, or, if that index ceases to be published, based on such other published construction cost index as is then generally recognized, or, if no such generally recognized construction cost index is then published, based on changes in the Consumer Price Index published by the U.S. Department of Labor, or, if that index ceases to be published, the amount of the bonds that may be issued shall be increased at the rate of 4% per annum from January 1, 2016, but in no event to exceed \$1,098,656 and secured by the full faith and credit of said Special Service Area, to pay the cost of cleaning and dredging the storm water detention and retention ponds and basins, drainage swales and ditches and replacing storm sewers, drain tile, pipes and other conduit, and appurtenant structures and restoring wetland areas which will serve the Area (the "Extraordinary Services") hereinabove described will also be considered at said public hearing. Said bonds shall be retired over a period of not to exceed 20 years from the issuance thereof and shall bear interest at a rate or rates not to exceed the lesser of 15% per annum or the maximum rate then permitted by law. Such bonds, if issued, shall be retired by the levy of a direct annual tax sufficient to pay the principal and interest thereon, said tax to be levied upon all the taxable property within said Special Service Area for said period of not to exceed 20 years and to be unlimited as to rate or amount and in addition to all other taxes permitted by law.

All interested persons affected by the establishment of said Special Service Area Number One for the Bartlett Pointe West Subdivision or the issuance of said bonds and the levy of said taxes, including all owners of real estate located within said Special Service Area, will be given an opportunity to be heard at said hearing regarding the establishment of said Special Service Area, the necessity of providing the Services, the

levy of a direct annual tax to pay for the cost of providing the Ordinary Services, the issuance of said bonds and the levy of said tax to pay principal and interest thereon, and an opportunity to file objections to the establishment of said Special Service Area, the levy of a direct annual tax to pay for the cost of providing the Ordinary Services, the issuance of said bonds and the levy of said tax to pay principal and interest thereon.

At said public hearing, any interested persons affected by said proposed Special Service Area may file with the Village Clerk of said Village written objections to and may be heard orally in respect to any issues embodied in this notice. The President and Board of Trustees of said Village shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within said Special Service Area Number One for the Bartlett Pointe West Subdivision and by at least 51% of the owners of record of the land included within the boundaries of said Special Service Area is filed with the Village Clerk of said Village within 60 days following the final adjournment of said public hearing objecting to the creation of said Special Service Area, the levy or imposition of a tax or the issuance of bonds for the provision of special services to said Special Service Area, or to a proposed increase in the tax rate, no such Special Service Area may be created, or tax may be levied or imposed nor the rate increased, or no such bonds may be issued.

By order of the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.

DATED: November 17, 2015.

Lorna Giless, Village Clerk  
Village of Bartlett, DuPage, Cook and Kane Counties, Illinois

To be published in the Daily Herald on November 2, 2015.

**WAIVER OF NOTICE  
OF PUBLIC HEARING FOR THE CREATION  
OF A SPECIAL SERVICE AREA**

The undersigned, being the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within Special Service Area Number One for the Bartlett Pointe West Subdivision legally described as:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF WEST BARTLETT ROAD PER DOCUMENT NO. 2008K010201 RECORDED FEBRUARY 7, 2008 AND THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS EAST, A DISTANCE OF 1173.03 FEET, ALONG SAID EAST LINE; THENCE NORTH 88 DEGREES 13 MINUTES 42 SECONDS WEST, A DISTANCE OF 313.99 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 26.00 FEET; THENCE NORTH 49 DEGREES 10 MINUTES 10 SECONDS WEST, A DISTANCE OF 109.31 FEET TO THE EASTERLY RIGHT OF WAY OF SOUTHWIND BOULEVARD PER DOCUMENT NO. 2008K081774; THENCE THE FOLLOWING FOUR COURSES ALONG SAID EASTERLY RIGHT OF WAY; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 263.00 FEET, AN ARC LENGTH OF 190.37 FEET, AND CHORD BEARING NORTH 20 DEGREES 15 MINUTES 56 SECONDS EAST; THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 473.38 FEET; THENCE NORTH 05 DEGREES 52 MINUTES 09 SECONDS EAST, A DISTANCE OF 18.11 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS WEST, A DISTANCE OF 344.49 FEET TO THE SOUTHERLY RIGHT OF WAY OF WEST BARTLETT ROAD PER DOCUMENT NO. 2008K010201 RECORDED FEBRUARY 7, 2008; THENCE THE FOLLOWING TWO COURSES ALONG SAID SOUTHERLY RIGHT OF WAY; THENCE NORTH 44 DEGREES 06 MINUTES 47 SECONDS EAST, A DISTANCE OF 68.33 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST, A DISTANCE OF 279.98 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

and further identified by PINs 06-36-400-035-0000, 06-36-400-038-0000, 06-36-400-040-0000 & 06-36-400-042-0000

(the "Area") of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, do hereby expressly waive any and all notice with respect to the creation of such Special Service Area, including, but not limited to, notice of the public hearing to be held on November 17, 2015, at 7:00 o'clock P.M., or as soon thereafter as this matter may be heard, at the Bartlett Municipal Building, 228 South Main Street Bartlett, Illinois (the "Hearing"), to consider:

1. The establishment of Special Service Area Number One for the Bartlett Pointe West Subdivision.

2. The necessity of providing the following services for Special Service Area Number One for the Bartlett Pointe West Subdivision: The management of storm water which directly affects the Area, including (i) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; (ii) the

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maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches; (iii) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; (iv) the care, maintenance and restoration of wetland areas; and (v) the administrative costs incurred by the Village in connection with the above including, but not limited to insurance premiums for liability insurance coverage (collectively, the "Services").

3. The levy of a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Area to pay the annual cost of providing for the ordinary maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches and for the ordinary maintenance and repair of storm sewers, drain tile, pipes and other conduit, and appurtenant structures, and the ordinary care and maintenance of wetland areas (the "Ordinary Services").

4. The issuance of bonds in the amount of \$274,664 adjusted for increases or decreases in the cost of construction from January 1, 2016 based on changes in the construction cost index published monthly in the Engineering News Record, or, if that index ceases to be published, based on such other published construction cost index as is then generally recognized, or, if no such generally recognized construction cost index is then published, based on changes in the Consumer Price Index published by the U.S. Department of Labor, or, if that index ceases to be published, the amount of the bonds that may be issued shall be increased at the rate of 4% per annum from January 1, 2016, but in no event to exceed \$1,098,656 and secured by the full faith and credit of said Special Service Area, to pay the cost of cleaning and dredging the storm water detention and retention ponds and basins, drainage swales and ditches and replacing storm sewers, drain tile, pipes and other conduit, and appurtenant structures and restoring wetland areas, which will serve the Area (the "Extraordinary Services"). Said bonds shall be retired over a period of not to exceed 20 years from the issuance thereof and shall bear interest at a rate or rates not to exceed the lesser of 15% per annum or the maximum rate then permitted by law. Such bonds, if issued, shall be retired by the levy of a direct annual tax sufficient to pay the principal and interest thereon, said tax to be levied upon all the taxable property within said Special Service Area for said period of not to exceed 20 years and to be unlimited as to rate or amount and in addition to all other taxes permitted by law.

October 15, 2015.



(Person(s) to whom last Real Estate  
Tax Bill Mailed)



(Person(s) to whom last Real Estate  
Tax Bill Mailed)

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**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**November 3, 2015**

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1. CALL TO ORDER

President Wallace called the regular meeting of November 3, 2015 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Chief Kent Williams, Deputy Chief Patrick Ullrich, Village Clerk Lorna Giles and Village Attorney Bryan Mraz.

3. INVOCATION

Pastor Ian Simpkins from Poplar Creek Church of Bartlett did the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Camerer stated that he would like to add item 1 under the Public Works Committee (Ordinance 2015-88, Public Internet Auction of Surplus Property).

Trustee Arends moved to amend the Consent Agenda to add item 1 under the Public Works Committee (Ordinance 2015-88, Public Internet Auction of Surplus Property) to



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the Consent Agenda in addition to the items already shown on the Consent Agenda, and that motion was seconded by Trustee Camerer.

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

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

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

**ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA**

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

**6. MINUTES**

Trustee Reinke moved to approve the Public Hearing, Board and Committee minutes of October 20, 2015 and that motion was seconded by Trustee Carbonaro.

**ROLL CALL VOTE TO APPROVE THE BOARD AND COMMITTEE MINUTES OF OCTOBER 20, 2015**

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

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

**8. TREASURER'S REPORT - None**



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9. PRESIDENT'S REPORT

Bartlett Lobbyist Tom Cullen

Mr. Cullen stated that there really is not a lot going on down in Springfield. When Governor Rauner was elected, he came in under a mandate to make things different and change things up in Springfield. The General Assembly which is comprised of a Democratic super majority both in the House and the Senate have decided since May that they can't get along and work on a budget. The last time that the four leaders and a Governor were in the same room together was back in May to discuss the budget problems. The good news is that some outside groups have asked for the leaders to get back into a room and start to negotiate again. Everyone has agreed to do it but what happened was that Mike Madigan asked that it be done at a public setting with the press involved. The Governor said that he has some items that he would call the turnaround agenda. These items are worker's comp. reform, prevailing wage, education items, items that he believes ultimately are needed to produce a better business climate in the State. He has asked for those items to be passed through the Democratic General Assembly and once they are, he has said that he would entertain a tax increase. When he came into office the temporary income tax that was in place had expired and because of that the State is now down about \$5 billion from that tax increase. Right now they are on a path to be about \$8 billion in debt because of the spending they are doing and the spending that they have done in the past.

The Democrats would say that those are non-budget items and what they need to do is focus in on the budget and come up with some compromises to raise this additional revenue. The Governor is holding his ground and saying that until they are willing to entertain some of his budget reform items he doesn't even want to talk. They are supposed to get together on November 17 and start to hopefully produce some kind of compromise. Mr. Cullen stated he did not expect anything to happen. The Governor has said publicly that he did not think much was going to happen. He stated that if anything were to happen in Springfield between now and December 31 there is a super majority vote requirement that would take 71 members of the General Assembly to pass anything. After January 1 it goes back down to a simple majority. In the house, it's 60 and the Senate it's 30 votes. At that stage in the game because of vote requirements there is probably a little more wiggle room where they could potentially compromise on some of these things. He did not think the budget was really the issue because you could get a lot of smart people in a room and it ultimately becomes a math problem and they can ultimately decide how they are going to solve that math problem. The problem is that the Governor wants fundamental changes because he believes that is why he was elected. That is where they are getting the clash and that is the difference between Democrats and Republicans and the way they view life. The Governor has not released motor fuel tax or video gaming revenues. He stated that there have been bills introduced but the Governor has said that he does not want to do the budget in a



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piecemeal fashion. He has asked the Republicans and the General Assembly not to vote for any of those items. Those votes would require a super majority to take affect now. Even with the Democrats in control they do not have enough members that are willing to vote for items like this to get to the 71 votes needed. Mr. Cullen suggested that at the earliest he sees anything happening would be after the first of the year and did not expect to see any movement until sometime in February when the Governor has to deliver a 2017 budget.

He stated that he has never seen anything like this and he has been down there for about 30 years. He stated that nothing is moving and some people who are getting paid are because of court orders. He stated that this has sucked the oxygen out of the room completely.

Trustee Reinke asked what were the chances of Springfield holding the LGDF.

Mr. Cullen stated that the Governor would like to cut that and there is not strong support right now in the General Assembly. Ultimately when they get in that room and somebody is trying to cut a deal, is that going to be on the table and he felt that yes it would be. The coalition of mayors and trustees around the state have been whispering in the ears of their local members and he suggested they do the same. He suggested they talk to their local members and say that it is off the table. He was looking at going from 8% to 4% and that is a huge cut. He felt that there was less than 50% chance of that happening.

President Wallace stated that they now have a presentation from the new auditing firm of Lauterbach & Amen.

Jamie Wilkey, Auditing Partner, covered the audited financial statements for the fiscal year ending April 30, 2015. She stated that this has been a six-month process from start to finish. She stated that it was a very clean audit process evidenced by the fact that they had no material adjustments as part of the audit testing, meaning the books were fully adjusted by Jeff, Todd and the rest of the staff. She stated that it is not very often that they get to come in and make that comment during an audit presentation so certainly the very highest level of preparation went into preparing for the audit.

She stated that the Village received an unmodified or clean audit opinion which is the highest level of opinion they are able to issue. That means the financial statements are free of any material misstatement. She stated that the general fund ended the year with a six-month reserve and also exceeded budgetary expectations for the year.

President Wallace asked about the net position and wondered if it was decreasing because of depreciation.



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Ms. Wilkey stated that was correct.

President Wallace asked if it was fair to say that that position would be comparable to a business' balance sheet.

Ms. Wilkey stated that would be correct.

President Wallace offered kudos to Finance Director Jeff Martynowicz.

Mr. Martynowicz stated that he would be remiss if he didn't thank the Finance Department staff like Todd Dowden, Millie Oleksyk and Matt Coulter who played a key role in producing this report and he wanted to take this time to thank them and the Finance Department staff.

President Wallace stated that it is good to hear comments as favorable as this and thanked them for a job well done.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

11. TOWN HALL

President Wallace requested that comments this evening are kept to three minutes.

**Tom Smogolski, 347 Lela Lane**

Mr. Smogolski stated that his daughter bought a home at 122 W. Elroy in the spring and it required a lot of repairs. He stated that they did all the work to code and her circumstances changed where she could not be back in the house until summer so they rented the house out in the meantime. After a couple of heavy storms, water was coming up from the floor drain in the basement. He had it rodded but the water came back up again. He was told by some local plumbers that the Village has an overhead sewer program to alleviate this problem. He called Public Works about this issue and was told that it is only for owner occupied homes. He felt that the issue was external from the streets that's causing the problem in the basement so he would have to reconfigure the plumbing in the basement to accommodate the sewers outside. He was asking the Board to change that ordinance so it is not only offered to owner occupied residents and his property will be owner occupied this summer by his daughter or the current renter who will purchase it.

**Pam Schilling, 111 S. Hickory**

Ms. Schilling stated that she was there to talk about the application by Daniela's Bistro for a liquor license and gambling at the end of her block. She stated that at the Plan Commission meeting Mr. Zaikowski had many character witnesses that night who testified to his wonderful character. Most of these people were not even Bartlett



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residents. At the same time, a Village Trustee gave a presentation also praising the character of Mr. Zaikowski telling the residents that they were trying to interfere with his dream of opening this bistro. He strongly encouraged the entire Plan Commission to approve this Special Use application so he could open this restaurant with video gaming and outside seating. Trustee Deyne stated that it was he who was present and to whom Ms. Schilling is referring. Ms. Schilling stated that the neighboring residents have no objection to his dream of opening up a bistro with gambling. However, there are many other vacant places within the village limits which would serve his needs very well. They want to see services like they already have such as the bank and the doctor's offices or something that will enhance the neighborhood and not take away from it. She stated that the real question is whether the Village of Bartlett is willing to allow gambling facilities within established residential communities. She stated that adding this kind of business would not enhance their neighborhood or property values. She stated that they do not need another gambling establishment since they already have nine. She spoke about the seating and the revenues generated by video gaming. She asked what has been done with these revenues. What services are being provided for the village residents as a result of this gambling money. She stated that the Plan Commission is ran by someone who is not even a resident of Bartlett. She was upset that after the meeting someone walked over to Mr. Zaikowski and congratulated him saying "we're in business". She also stated that every set of minutes from the Plan Commission meetings addressing this particular request have never appeared on the website.

**Art Pierscionek, 925 Auburn Lane**

Mr. Pierscionek spoke about U-46 and a movement to secede from U-46. He stated that they had a terrible experience with their son in the system and every time they tried to work with them they were stonewalled. He spoke about the unprofessionalism of the U-46 Board of Directors and asked that the Village take a stance. He suggested that all the public bodies meet to have a question and answer session with U-46. He also suggested that the Mayors of all surrounding communities have a private sitting with U-46. He didn't feel that they were servicing residents the right way and hoped they could find a way around the problems.

President Wallace stated that he has started a dialect with two other Mayors.

**Melissa Troyke, 227 W. North Avenue**

Ms. Troyke stated that she was there to address Daniela's. She had no problem with a restaurant or video gambling does not bother her. She felt that once changes like that are made to the area it will be hard to reverse. She hoped that the Board would look towards the future. She felt that the Village does not listen to the people that this affects. She felt that they were losing sight of the Village functioning as a community. She hoped that they would not have to define their part of the Village because the Trustees decided that money was more important. She hoped the Board would consider their feelings.



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**Charles Deveaux, 111 N. Tatge**

Mr. Deveaux stated that he was outside today doing lawn work and the tornado alarm test went off for over seven minutes.

Chief Williams stated that they were testing the system.

**Mark Materna, 329 W. North Avenue**

Mr. Materna stated that he was looking at the whole process of going back and forth between the Building Committee and this Board meeting and felt that there was a real lack of vision for Bartlett and a lack of communication. He felt that they needed to do better as a community and board members to articulate what the vision is and decide before they have these individual site approval processes going on. They need to decide where businesses are located and what types of businesses and where. If they don't have a general plan the whole process will just repeat itself and it is really a distraction to Bartlett.

**Tom Floyd, 150 Shady Lane**

Mr. Floyd stated that Daniella's was on the agenda tonight and he didn't know who the petitioner was nor did he particularly care. He talked about economic development for the community. He stated that he had a number of years on the Board and has personal views on business development. He talked about the riverboat casinos and thought that many people use them for entertainment instead of going to the theater and dropping \$10 on a movie plus the cost of popcorn. He stated that for a lot of people it is not gambling, it is entertainment. He stated that the Board members have to weigh the positives and negatives of what people present and that is their job. He stated that you have to look at the hyperbole of it and the exaggeration on either side of the issue. He stated that when he looks back when he was on the Board, if they focused on the negatives, and there were many, there would be no bike path between Prospect and South Bartlett Road. The residents on Wilcox were deadly against it and he recalls someone asking why they should spend the money when no one would use the bike path. The Shell station wouldn't be there or the Countryside Funeral Home, nor would there be a McDonald's on Route 59 if they listened to the negative side. He felt that this would bring more eyes downtown and it was important to the Village.

**2. STANDING COMMITTEE REPORTS**

**A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE**

Trustee Reinke presented Ordinance 2015-87, An Ordinance Granting Special Use Permits to Allow the Serving of Liquor, Beer and Wine and to Allow Outdoor Seating at Daniela's Bistro at 300 Bartlett Avenue.



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J. Plonczynski stated that Daniela's went back to the Plan Commission as they expanded and revised their petition for the special use, liquor license and outdoor seating. The petitioner wants to have outdoor seating for the nice weather and also have indoor seating and video gaming. He originally had a petition that showed nine seats for outside and five inside. He revised his site plan to show 12 seats outside and 4 and 12 inside for a total of 28 seats. He also expanded the inside to add a second bathroom so he could accommodate the additional seating and reduced his gaming stations to four. The Plan Commission recommended approval of it subject to conditions and findings of fact.

Trustee Deyne moved to approve Ordinance 2015-87, An Ordinance Granting Special Use Permits to Allow the Serving of Liquor, Beer and Wine and to Allow Outdoor Seating at Daniela's Bistro at 300 Bartlett Avenue as presented and that motion was seconded by Trustee Reinke.

Trustee Reinke asked if the minutes of the Plan Commission related to this petition are on the website or not?

J. Plonczynski stated that they are usually placed on the website after the Plan Commission approves them and they have not had another meeting since then.

Assistant Village Administrator Paula Schumacher clarified that the minutes are on the website in the Board packet.

Trustee Reinke stated that the sign procedure changed and he asked what was going on there.

J Plonczynski stated that the staff changed the sign procedure where they just post a generic sign that states they should call the Village for additional information about any particular Public Hearing.

Trustee Reinke stated that he understood that is what other communities do but he was not a fan because it places the onus on residents to call into the Village to find out what is going on versus looking at the notice and having the information in front of them. He encouraged staff to look at this procedure and go back to the old way of doing it.

J Plonczynski stated that the other way placed the burden on the petitioner to make the sign and then post it. Sometimes those signs deteriorated by the time the Public Hearings were out there.

Trustee Reinke stated that when the petitioner first approached the Village Board they were talking about the possibility of a TIF and redeveloping the downtown. He stated in the past that the petitioner would have to decide if he was going to be a bistro or a video





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gaming establishment. He stated that many of the resident comments were well taken and it doesn't seem like a character assassination. He stated that he will be voting "no" on this because what he has seen in the materials is a video gaming establishment and not a bistro.

Trustee Camerer stated that he has had an opportunity to speak with a lot of people in town as well and he thought as Trustees they had to listen to the community. He felt that by far, residents are overwhelmingly against having video gaming establishments in town. He stated that he has an issue with the findings of fact and had a concern about health interests when it comes to video gaming. He did not think it meets the criteria for a special use and the proposed findings of fact are not supported. He also thought that the extra seating is kind of a smoke and mirrors thing to look like there is more seating that you will never be able to use and is certainly not the vision he has for Bartlett. He stated that he will also be voting "no".

Trustee Deyne stated that this Board voted the TIF down and he was very concerned about the direction the Board is taking with the downtown businesses in our area. He stated that he believes in his heart that more support should be given to the downtown businesses. They have mortgages on their homes and loans against their businesses and they are struggling to survive. We have a 20% vacancy rate in downtown Bartlett. The petitioner wants to make an investment in our community. He stated that the proposed site has been vacant for over a year. He has visited the bistros in the area and he sees people using it for entertainment and recreational purposes. He never saw rowdy people at these establishments. He didn't think the residents in this area will even know that this bistro is there and he thinks they can coexist very safely without any disruptions to their personal lives. He felt that they really need to do something to generate traffic. He stated that 13 gaming establishments were issued licenses and that is down to nine currently. He felt that they have the opportunity to allow this petitioner to make an investment in the downtown.

He clarified that he was the individual at the Plan Commission and he spoke as a private citizen. He did not identify himself as a Village Trustee. He stated that he would be voting "yes" for this. He is doing in his heart what he believes is right for this Village to have this Village grow and prosper.

Trustee Arends stated that she wanted to add a couple of comments. This was a particularly difficult decision for her because it was her old neighborhood. She also visited gaming facilities in the Village and stated that they were quiet, orderly and pleasant. She stated that she wants to support her old neighbors and she was originally going to vote "no", but she stated that she does believe in downtown Bartlett. She stated that having that building vacant for over a year is far more significant than putting a gaming establishment in there. That vacant building at some point in time is going to affect that neighborhood. She stated that she wanted to welcome businesses to the



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Village and was sure she was going to be voting “no” tonight, but she can’t in good consciousness turn away a legitimate business. Therefore she will be voting “yes”.

Trustee Hopkins stated that he also attended the Public Hearing and he just wanted to hear from the residents. He stated that he will also be voting “no”.

President Wallace stated that he spoke to Trustee Hopkins about the psychology of these meetings. When you go into these Public Hearings you can expect a conglomerate of votes on one side of an equation. They are all going to go with a like-minded sense of what they are going to be talking about and the odds of getting somebody on the other side that is a neighbor of those folks to stand up and say anything is very remote even if they don’t believe in what the other side is saying. When you’re in a position of leadership you have to understand that dynamic. It goes with some of the comments of listening to negatives and positives.

Trustee Carbonaro stated that he knocked on a lot of doors while campaigning and he lives on the DuPage County side. He shared a story and a conversation he had with a longtime resident who made him promise not to be a “piece of shit politician” before she signed his petition. He made a promise and he is listening to the taxpayers. He felt that the residents have spoken and he represents the residents. He will be voting “no”.

Trustee Deyne stated that he listened to the comments and everyone in their heart believes what they are doing is correct. Judging from the reactions of the Board he felt that he is personally disappointed with the vote that they are about to make this evening and in his heart he believes that this is just another slap in the face to businesses in the downtown area.

**ROLL CALL VOTE TO APPROVE ORDINANCE 2015-87, GRANTING SPECIAL USE TO SERVE LIQUOR AND WINE AND OUTDOOR SEATING AT DANIELA’S**

**AYES:** Trustees Arends, Deyne

**NAYS:** Trustees Camerer, Carbonaro, Hopkins, Reinke

**ABSENT:** None

**MOTION FAILED**

Trustee Reinke stated that Ordinance 2015-89, An Ordinance Amending the Planned Development for the Bluff City South Business Park Property, Rezoning the Property from SR-5 PUD to SR-4 PUD, Granting a Special Use for a Preliminary/Final Single Family PUD Plan and Approval of a Preliminary/Final Subdivision Plat for Bartlett Pointe West; Resolution 2015-90-R, A Resolution Authorizing the Execution of a Public Improvements Completion Agreement Between the Village of Bartlett and Reliable Materials Corporation of Illinois for the Bartlett Pointe West Subdivision; Resolution 2015-91-R, A Resolution Authorizing the Execution of a Public Improvements



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Completion Agreement Between the Village of Bartlett and Reliable Materials Corporation of Illinois for the South Business Park were covered and approved under the Consent Agenda.

**B. BUILDING COMMITTEE, CHAIRMAN HOPKINS**

Trustee Hopkins stated that there was no report.

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

Trustee Deyne presented the 2015 Estimated Property Tax Levy.

Finance Director Jeff Martynowicz stated that at the October 20 Committee meeting the Village Board discussed the proposed property tax levy. They have prepared the estimated property tax levy and he recapped the following: The total levy for 2015 which includes the general corporate fund, police pension and debt service totals \$9,265,478 and is a decrease of \$174,334 or 1.85% from the 2014 extension. This estimated levy must be established at least 20 days prior to the adoption of a final levy which is scheduled to be adopted on December 1. Therefore, the estimated levy must be established at this Board meeting or the adoption of the levy ordinance could not take place until the second meeting in December.

Trustee Carbonaro moved to Table this property tax levy until they bring back the discussion on the utility tax and the motion was seconded by Trustee Hopkins.

Trustee Deyne asked when that would be since there is a deadline.

Administrator Salmons stated that is correct but they always build in an extra couple of weeks on that schedule. While they may have to put it at the end of an agenda she thought they had the calendar flexibility to do that.

Trustee Deyne asked how much time staff would need. Can it be brought back at the next meeting?

Administrator Salmons stated that they would have to because they do have a timeframe. She stated that she has scheduled the discussion relative to the utility tax for the next Committee meeting and certainly they will be ready to do it then.

Trustee Deyne asked if they would have time after that discussion to act on this.

Administrator Salmons stated "yes" they would have to.

Trustee Arends stated that she didn't want to rush that discussion.



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President Wallace stated that he would prefer to have the utility tax discussion during budget time when it's properly discussed and have the EAV and tax levy discussion now.

Trustee Reinke asked if they decided on a change for the utility tax, would it affect the tax levy at all?

Administrator Salmons said that is up to the Board. If the tax levy is already passed it won't affect it at all. They have the ability now to move it up or down all they want - irrespective of the utility tax.

Attorney Mraz stated that they would have to vote on the motion to Table this item first.

**ROLL CALL VOTE TO TABLE THE 2015 ESTIMATED PROPERTY TAX LEVY**

AYES: Trustees Camerer, Carbonaro, Hopkins, Reinke

NAYS: Trustees Arends, Deyne

ABSENT: None

**MOTION CARRIED**

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

Trustee Arends stated that the BAPS Amplifier Permit Request, BAPS Fireworks display Permit Request and the Tall Grass Open Burn Permit Request were covered and approved under the Consent Agenda.

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

Trustee Carbonaro stated that there was no report.

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

Trustee Camerer stated that Ordinance 2015-88, An Ordinance Authorizing the Sale by Internet Auction of Surplus Personal Property Owned by the Village of Bartlett was covered and approved under the Consent Agenda.

**13. NEW BUSINESS**

Trustee Deyne stated that he has had some interest about a Community Garden in the Village and these people would grow vegetables. They would take what they wanted and split the rest evenly between Hanover Township food pantry and Wayne Township.



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He stated that everyone is talking about the utility tax and he wonders how are they going to generate revenue if they start doing this. They already lost the petitioner this evening that could have generated revenue with his gaming machines and this Board turned their back on him. He wondered if there was ever any consideration or thought of installing some red light cameras that could generate revenue. He wasn't sure if that was the direction they wanted to go.

Trustee Arends stated that to put up red light cameras to generate revenue is an absolute wrong reason.

Trustee Deyne stated that this would be for safety purposes and secondly for revenue.

Administrator Salmons stated that when red light cameras became a popular item years ago, they had some discussions about how that might work and how it would affect safety versus affecting revenue and the Board decided unanimously not to pursue it.

Trustee Deyne asked if it was dead?

Administrator Salmons stated that it was like Frankenstein and keeps coming back. This is a new Board.

President Wallace stated that they could do a straw poll on red light cameras but he didn't think he would have much luck.

Most of the Board agreed.

Trustee Hopkins stated that he would like to look at the information.

Trustee Carbonaro asked if the company got sued.

Administrator Salmons stated that the one in Chicago had issues but there are different companies that are operating in the suburban area.

Trustee Camerer stated that with respect to Trustee Deyne's question about a Community Garden it may actually be doable as opposed to the red light cameras. He asked if there was any open land that would be open for tilling.

Administrator Salmons stated that if there was land amongst the Public Works department they probably have it cordoned off because of the equipment. They looked at this a few years ago and identified while it wasn't public property, along the railroad area behind the Town Center. Part of it is Metra and part of it is Flextronics. Not only do you have to find an appropriate place to put it but you have to have a water source



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and it has to be big enough to be divided into multiple sections and hopefully not too close to a lot of neighbors.

President Wallace stated that perhaps it was an item they could discuss at Strategic Planning.

Trustee Reinke stated that they should figure out if they could gauge the public interest in something like that because it sounds like it would be labor-intensive for gardeners and a lot of people in town have their own gardens. Maybe it would work in some communities and maybe it wouldn't work here. He stated that he wouldn't even pretend to understand it.

Trustee Deyne stated that the people that approached him said they would take care of it and supervise it.

Trustee Hopkins stated that he would definitely like to look at the Public Notices and how they post them.

J. Plonczynski clarified that he was talking about not having them put up a generic sign for the public meeting input and instead make the petitioner make the sign.

Administrator Salmons stated that there is no difference in the content of the sign as she understood it.

J. Plonczynski stated that one of them is just generic and it states that there is a Public Notice where they can check the website or call. The other one had the date and time of the meeting.

Trustee Reinke stated that he thought they need to have some specificity. He understood that it costs them money to have a foam core sign made up but that is part of the zoning process.

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

President Wallace stated that he wanted to air out his opinion when they start bantering around with adjusting budgets and avoiding tax levies. He stated that they do a budgeting process once a year for a reason and it is to give consistency to the staff and what they do. They just went through an audit that shows that the staff is very professional and consistent in what they do. He was a little disappointed in the fact that they keep bringing up changes to things that were discussed a year ago when they planned for the entire year. His opinion was that they move on to a new budget season and tackle a new budget when the process comes up and not try to piecemeal these things together as we go.



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Trustee Carbonaro stated that the utility tax was on the dais before the tax levy and they haven't finished discussing that and it has a direct bearing on the tax levy vote. If they vote on this before they vote on the utility tax they will be locked in. In the process of due process they are going to discuss the utility tax because it was on the dais before the tax levy.

President Wallace stated that discussing either one of those changes could be really irresponsible with the State and how they are going to be handling things.

Trustee Hopkins stated that when they do discuss the tax levy again he would like to know what it would do to an average residential house to raise the levy \$1.7 million to make up for what the utility tax generates.

Trustee Deyne stated that he had concerns with the utility taxes and doing away with the gas tax and adding it onto the electric tax. His concern is for the businesses that they have in this community. They came in here and knew what the ground rules were and now they are potentially changing those ground rules. He stated that they just looked at a 270,000 ft. building going up in Brewster Creek as well is a 400,000 ft. building in Brewster Creek. He stated that you don't just walk into a plant and the lights flip on. You have equipment and generators that have to run as well as pumps. He could see again that they are trying to shift the burden onto business in this community and that is wrong. He wondered how it would affect the businesses in this community if they do something with the electric tax.

Administrator Salmons stated that one of the reasons that they have spent time looking at this is because the Board has asked staff to look at the potential impact on some selected businesses and they are doing that. Certainly, it is not the whole community but it will be some sampling and that is what they intend to bring.

Trustee Deyne stated that he is getting the feeling that everyone thinks businesses are wealthy. He stated when he had a business there were months when he couldn't make it and he was late on payments and had to do everything he possibly could to survive. That may not be the case with some of the businesses in Brewster Creek but he knew that was the case with some of the businesses in the downtown area. He does not believe the concept that some people have that every business owner is wealthy. He wanted to know what kind of impact that would have and felt that they needed more information on that.

Trustee Hopkins stated that it was more important that they look at the 42,000 residents that live in this town and not just look at business-business-business. Homeowners are struggling in Bartlett. He stated when reading the monthly report, the water department sent out over 1,000 disconnect notices. If they could do something as a Board to help the taxpayers reduce their electric and gas tax he would like to do it.



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President Wallace stated that everyone would like to do that Mr. Hopkins. You are just going to increase the EAV and the tax levy.

Trustee Reinke stated that this the reason we are waiting for the data at the next Board meeting. He assumed that they will have data for businesses as well as residents. Administrator Salmons stated that they will have some samples. They had to go back to utilities and tried to get some bills and understand where they come from. To the best of their ability they will have as much information as possible.

Trustee Deyne stated that they must be realistic and they can't continue to shift the burden on businesses. Someone has to convince him that there is another method of generating revenue so they don't have to shift this responsibility to the businesses in our community.

Trustee Carbonaro stated that when he is talking about shifting, if they reduce the utility tax do they do it just for the residents and not the businesses. They can't do that so there is no shifting. If they reduce the utility tax it is across the board.

**15. ADJOURNMENT**

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 Deyne moved to adjourn the regular Board meeting and that motion was seconded by Trustee Camerer.

**ROLL CALL VOTE TO ADJOURN**

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

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

The meeting was adjourned at 8:27 p.m.

Lorna Gilles  
Village Clerk

LG/





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President Wallace called the Committee of the Whole meeting to order at 8:35 p.m.

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

ABSENT: None

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Chief Kent Williams, Deputy Chief Patrick Ullrich, Village Clerk Lorna Giless and Attorney Bryan Mraz.

**PLANNING & ZONING**

Blue Heron Business Park Amended Annexation

Community Development Director Jim Plonczynski stated that Dean Kelley was present who represents Blue Heron Business Park and is with Abbott Land and Investment. He stated that it is on the northeast corner of Route 25 and West Bartlett Road. It has undergone quite a bit of land reclamation. There is one building almost completed and another going up soon. Dean is requesting the Third Amendment to the Annexation Agreement, which is to reduce the buffer zone to a uniform 50'; revised overall PUD/Concept plan with 50' buffer zone; revised PUD pre-approved Site Plan with 50' buffer zone and Special Use for revised PUD plan.

He explained that there was a Blue Heron Rookery in the business park and the consultant recommended that the buffer be wider in the middle section to protect the rookeries. Over the years the herons developed pretty well and now they have an eagles nest. Mr. Kelley had an ecological analysis done and they believe that the old buffer zone and berming does not have much of an impact on the herons. They are asking for the buffer zone to remain 50' uniform throughout the width and be planted in native grass species. There is also a pre-approved site plan with this property and if the developer matches parameters of the pre-approved site plan for a typical lot, they can go right to a building permit.

Trustee Camerer stated that the only reduced area is the 150' area to 50'. It's just a grassy area and still a buffer zone.

J. Plonczynski stated that is correct.



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Village Attorney Bryan Mraz stated that the area in the prior annexation agreement was called for a berm and landscaping in terms of trees.

Dean Kelley stated that things have changed out there and the birds have moved. It didn't make sense to have a very small berm. They are proposing the 50' uniform buffer and any storage yards will have fences at 51 ft. from the property line. They will set up an association to maintain.

Trustee Hopkins asked if there was no setback for the rear of the site plan.

J. Plonczynski stated that the setback was the 50' buffer. Typically, they are marketing to people that have outdoor storage.

Trustee Hopkins asked if someone could put a building up to the 50' buffer.

J. Plonczynski stated that they would not come to the Board, they go directly to a building permit. The other lots would need site plan approval.

Mr. Kelley stated that the rear yard setback is less than 50'. If someone needed a building that large, they would steer them towards the frontage lots on Route 25. These outside storage lots are buffered by the 300 acre park. It is set up so the buildings are in front and that screens the storage in the back. On the west side of the main road, between Route 25 is where they envision the Brewster Creek type buildings with pre-cast. They have a proposed 60,000 SF pre-cast and felt it would be good for the Village.

Trustee Camerer asked how big the actual lots are.

Mr. Kelley stated that the current building is about 7-8 acres and another that is on a 9 acre parcel.

Trustee Camerer stated that it would be an enormous building to put there and would probably not be done.

Mr. Kelley stated that he could not envision a building that size.

Trustee Hopkins asked what was the purpose of reducing the berm.

Mr. Kelly stated that it impedes their ability to develop that lot because you can't sell it or use it. They are still providing a 50' buffer which is more than normal required in industrial.



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Trustee Reinke stated that they will pass this along to the Plan Commission for a Public Hearing.

**PUBLIC WORKS**

**Overhead Sewer Program**

Trustee Camerer asked staff to present information regarding the overhead sewer program.

Public Works Director Dan Dinges stated that this is in regards to the overhead sewer program and the possibility of amending the program to include rental properties. This program was developed in the early 90's to help those older properties that have gravity sewers in their basements. They are drained by gravity into the Village's sanitary sewer system. During large rain events, the systems get inundated with storm water and surcharges which causes backups into those gravity drains in the basement. This program breaks that connection and puts in an ejector pit where it is pumped up and out to the sewer which prohibits the backup. At the time, they were doing a 50/50 program and there was not a lot of interest at that time. Around 2000, they made the change to 100% funded by the Village for the overhead sewer portion. If they had tile footings, sump pumps, etc, that were illegal connections to the sanitary sewer system, the resident was required to make that separation at their own cost. He stated that there has not been a lot of requests to date. As far as rental properties go, the thought back then was that these people are making money renting their property so they are considered commercial and therefore not qualified under the program.

Trustee Reinke asked if there was anything wrong with the Village sewer system.

D. Dinges stated "no" but they have miles of sanitary sewer that has aged and has cracks. When they get rain, the treatment plant gets a lot more flow. During these large events, they can have sewer backups.

Administrator Salmons stated that it is mainly in the older area that does not have the overhead sewers.

Trustee Reinke asked how many households are out there that would potentially use this? How does this policy change in terms of numbers?

D. Dinges stated that it is the north side of town. He did not have the number of potential users. He referenced Mr. Smogolski from the Town Hall portion of the Board meeting and stated that his circumstance was that he had a renter in his home but was planning on living there in the Spring.



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Trustee Reinke stated that he wanted to make sure that the Village did not do anything wrong.

Trustee Hopkins stated that he would be interested in knowing how many more people could apply for this program if these changes were implemented to see what the potential costs would be to the Village.

Administrator Salmons asked how they would go about doing this count.

D. Dinges stated that he was not sure how to determine if the unit was a rental or not.

Trustee Hopkins stated that through the assessor's office they pay a different property tax when owner occupied versus a landlord. He thought perhaps the assessor's office could supply additional information.

Trustee Reinke stated that he is interested in an order of magnitude – is there 10 homes, 100 or 1,000? He was looking for a ballpark figure.

Administrator Salmons asked if he was interested in a number for “owner occupied” or just “landlords”?

Trustee Reinke stated “yes”. They always like to help the residents and try to make this right but at the same time, they want to understand the potential for liability. He stated that he represented other communities that do the 50/50 system. If there is no interest that means that there is no problem. He felt that 100% is very generous.

President Wallace stated that in his personal experience as a landlord, that was not paid for. His opinion was that if you were renting properties that is part of the expense of doing business. He felt that it should be just for homeowners.

Building Director Brian Goralski stated that this has been on the books for a number of years and if someone gets flooded out and loses catastrophically, they will seek their help to see what can be done. He felt that there was not very many residences left that would need assistance.

Trustee Deyne stated that even a renter is part of the makeup of this Village. If this program were available, whether it's a homeowner or a renter, if their personal belonging are in that basement and destroyed – that is impact on one of our residents that live in this community. He thought that they should give relief to all residents equally.

Trustee Arends stated that if their property is destroyed they have recourse with the landlord. If the roof started to leak would the Village come over and fix the roof?



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Trustee Deyne stated that this is deterioration of the product that was put in by the Village.

Trustee Arends stated that it is the cost of doing business.

Trustee Reinke stated that the problem was not created because the Village sewers are in bad shape. This is a system issue and occurs in older communities and not just in the Village of Bartlett. It is nothing that they have done wrong. He agreed with President Wallace that it is a cost of doing business and they could even take a tax deduction on it.

President Wallace stated that maybe Mr. Smogolski still claims the homeowner's exemption and maybe there was a way to sweep it under the carpet.

Trustee Reinke stated that the problem will resolve itself if his daughter moves back in there.

Trustee Deyne stated that his concern was for the residents of this community. There is a program in place and residents are being penalized because they are renters. He believed in his heart that they are being penalized wrongly.

President Wallace asked if they could put this subject on another Committee meeting. He asked staff for a ballpark figure of how many homes they are talking about.

Trustee Hopkins asked about the \$50,000 in the ordinance.

Administrator Salmons stated that they budget \$50,000 every year but never take advantage of all of it.

President Wallace asked staff to find out how many single family rentals there are on the north side of town.

Trustee Hopkins asked how many rentals there are in the whole Village?

J. Plonczynski stated that the overhead sewer issue is only on the north end of town. The rest of the town does not have a problem and are not eligible because they already have it.

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



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
November 3, 2015**

---

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting adjourned at 9:03 p.m.

Lorna Giles  
Village Clerk

LG/

CASH & INVESTMENT REPORT  
September 30, 2015

Fund	8/31/2015	Receipts	Disbursements	Detail of Ending Balance			
				Cash	Investments	Net Assets/Liab.	
General	13,978,698	3,396,662	2,100,849	4,829,561	10,554,247	(109,297)	15,274,511
MFT	3,313,930	38,110	0	1,274,389	2,095,709	(18,057)	3,352,040
Debt Service	1,307,266	459,515	0	552,694	1,212,581	1,505	1,766,781
Capital Projects	(1,432,287)	56	1,179,132	(1,118,880)	(1,830,463)	337,980	(2,611,363)
Municipal Building	1,123,711	104	0	276,037	605,612	242,166	1,123,815
Developer Deposits	4,700,750	48	12,560	110,112	3,742,800	835,327	4,688,238
Town Center TIF	457,273	33	0	86,675	190,159	180,471	457,305
59 & Lake TIF	0	0	0	0	0	0	0
BC Municipal TIF	389,965	199,422	40,633	179,346	393,476	(24,574)	548,753
Bluff City Tif Municipal	4,480	585	0	1,585	3,477	2	5,065
Water	23,232,570	642,201	694,441	1,088,771	2,388,486	19,703,073	23,180,330
Sewer	23,036,159	291,535	290,720	555,999	1,219,614	21,261,361	23,036,974
Parking	102,265	22,132	18,323	10,939	24,000	71,135	106,074
Golf	1,898,803	327,761	242,121	0	0	1,984,443	1,984,443
Central Services	790,302	85,146	78,429	221,315	485,552	90,153	797,020
Vehicle Replacement	3,346,857	49,668	65,312	492,771	1,081,113	1,757,330	3,331,213
<b>TOTALS</b>	<b>76,250,742</b>	<b>5,512,978</b>	<b>4,722,520</b>	<b>8,561,312</b>	<b>22,166,363</b>	<b>46,313,018</b>	<b>77,041,199</b>

BC Project TIF	5,111,317	2,363,262	1,471,609	6,002,970	0	0	6,002,970
Bluff City Project TIF	9,173	9,157	0	18,329	0	0	18,329
Bluff City SSA Debt Srv.	1,351,635	0	59,602	1,292,033	0	0	1,292,033
Police Pension	33,528,840	209,471	148,221	2,322,635	31,148,907	118,548	33,590,090

  
 Jeff Martynowicz  
 Finance Director

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

Fund	Revenues			Expenditures		
	Actual	Current Year Budget	Prior YTD %	Actual	Current Year Budget	Prior YTD %
General	12,031,983	22,037,480	54.60%	9,274,772	22,428,287	41.35%
MFT	283,474	1,029,000	27.55%	576,485	1,065,000	0.00%
Debt Service	1,308,590	1,754,978	74.56%	460,094	1,966,388	23.40%
Capital Projects	37,741	1,664,875	2.27%	3,045,996	2,127,844	143.15%
Municipal Building	391	2,900	13.49%	56,741	844,360	6.72%
Developer Deposits	444	57,375	0.77%	239,081	992,783	24.08%
Town Center TIF	117	0	100.00%	0	0	0.00%
Bluff City SSA	457,708	990,805	46.20%	63,181	1,220,000	5.18%
59 & Lake TIF	0	59,000	0.00%	0	59,000	0.00%
Bluff City Municipal TIF	1,171	900	0.00%	0	0	0.00%
Bluff City Project TIF	18,314	1,975,000	0.06%	0	1,975,000	0.00%
Brewster Creek Municipal TIF	459,832	575,500	79.90%	264,147	657,057	40.20%
Brewster Creek Project TIF	5,990,126	4,155,600	144.15%	3,278,009	4,143,618	79.11%
Water	2,763,389	13,081,000	21.13%	2,357,020	12,993,001	18.14%
Sewer	1,361,551	8,170,900	16.66%	1,643,334	8,406,140	19.55%
Parking	97,374	225,100	43.26%	84,488	219,671	38.46%
Golf	1,484,105	2,366,150	62.72%	1,084,192	2,351,519	46.11%
Central Services	425,618	1,021,763	41.66%	438,275	1,132,075	38.71%
Vehicle Replacement	261,809	670,270	39.06%	65,312	747,500	8.74%
Police Pension	183,267	2,151,070	8.52%	585,374	2,121,070	27.60%
Subtotal	27,167,004	61,989,666	43.83%	23,516,502	65,450,313	35.93%
Less Interfund Transfers	(1,800,104)	(3,489,053)	51.59%	(1,800,104)	(3,489,053)	51.59%
Total	25,366,900	58,500,613	43.36%	21,716,397	61,961,260	35.05%
						36.50%



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

Fund	Current Year		Prior YTD %
	Actual	Budget	
Property Taxes	7,193,754	9,354,364	76.90%
Sales Taxes (General Fund)	876,166	2,115,000	41.43%
Income Taxes	2,394,413	4,125,000	58.05%
Telecommunications Tax	437,779	1,175,000	37.26%
Real Estate Transfer Tax	273,709	510,000	53.67%
Building Permits	197,576	675,500	29.25%
MFT	281,980	1,025,000	27.51%
Water Charges	2,728,777	7,175,000	38.03%
Sewer Charges	1,343,683	3,250,500	41.34%
Interest Income	12,284	63,350	19.39%
Gas Utility Tax	206,065	1,085,000	18.99%
Electric Utility Tax	158,936	306,000	51.94%
			78.65%
			40.01%
			45.32%
			41.94%
			58.92%
			35.06%
			78.82%
			39.63%
			41.90%
			62.21%
			20.08%
			80.12%

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

Fund	Current Year		Percent
	Actual	Budget	
<b>Golf Program</b>			
Revenues	902,928	1,386,150	65.14%
Expenses	602,794	1,303,245	46.25%
Net Income	300,134	82,905	362.02%
<b>F&amp;B - Restaurant</b>			
Revenues	87,730	135,000	64.99%
Expenses	145,752	337,713	43.16%
Net Income	(58,022)	(202,713)	28.62%
<b>F&amp;B - Banquet</b>			
Revenues	391,074	735,000	53.21%
Expenses	289,800	649,711	44.60%
Net Income	101,274	85,289	118.74%
<b>F&amp;B - Midway</b>			
Revenues	102,372	110,000	93.07%
Expenses	45,846	60,850	75.34%
Net Income	56,526	49,150	115.01%
<b>Golf Fund Total</b>			
Revenues	1,484,105	2,366,150	62.72%
Expenses	1,084,192	2,351,519	46.11%
Net Income	399,913	14,631	2733.33%

## Sales Taxes

<b>Month</b>	<b>FY 10/11</b>	<b>FY 11/12</b>	<b>FY 12/13</b>	<b>FY 13/14</b>	<b>FY 14/15</b>	<b>FY 15/16</b>
May	146,546	126,506	175,701	173,657	178,983	170,734
June	137,130	164,604	195,692	193,303	201,968	200,031
July	176,678	165,519	190,898	186,097	188,547	194,738
August	180,229	177,919	180,797	184,425	190,872	206,213
September	177,173	187,893	182,163	189,650	183,399	
October	168,710	177,758	165,188	170,530	188,055	
November	162,303	161,152	181,865	174,037	179,846	
December	171,232	164,341	165,852	153,005	163,529	
January	166,523	167,926	168,154	210,506	187,865	
February	171,856	157,086	147,189	151,678	141,054	
March	168,981	177,777	147,039	128,886	141,609	
April	132,397	152,124	162,595	153,553	170,308	
<b>Total</b>	<b>1,959,758</b>	<b>1,980,605</b>	<b>2,063,133</b>	<b>2,069,327</b>	<b>2,116,036</b>	<b>771,717</b>
<b>% increase</b>	<b>-7.33%</b>	<b>0.86%</b>	<b>4.17%</b>	<b>0.30%</b>	<b>2.26%</b>	<b>2.03%</b>
Budget	1,950,000	1,950,000	1,975,000	2,010,000	2,075,000	2,115,000

**Warrant/EFT#: EF 0008199**

Fiscal Year:	2016	Issue Date:	10/08/15
Warrant Total:	\$206,213.37	Warrant Status:	

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		AG857507	6AG857507	\$206,213.37

**IOC Accounting Line Details**

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$206,213.37	DISTRIBUTE MUNI/CNTY SALES TAX

**Payment Voucher Description**

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 10/05/2015
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: JUL. 2015 COLL MO: AUG. 2015 VCHR MO: OCT. 2015
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX



# Agenda Item Executive Summary

Item Name    Release Revenues to Local Governments    Committee or Board    Board

## BUDGET IMPACT

Amount:    N/A    Budgeted    N/A

List what fund    N/A

## EXECUTIVE SUMMARY

Attached is a Resolution that urges Illinois State leaders to release non-general fund revenues payable to local governments. These funds include revenues from the Motor Fuel Tax, Wireless Service Emergency Fund, Use Tax, Local Government Distributive Fund, and gaming.

## ATTACHMENTS (PLEASE LIST)

Resolution is attached.

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
- 

**MOTION:** I move the passage of Resolution 2015- \_\_\_\_\_, A Resolution that urges Illinois State leaders to release non-general fund revenues payable to local governments as presented.

Staff:    Paula Schumacher, Assistant Administrator    Date:    11/06/2015

## RESOLUTION 2015-

### RESOLUTION URGING ILLINOIS STATE LEADERS TO RELEASE NON-GENERAL FUND REVENUES PAYABLE TO LOCAL GOVERNMENTS

**WHEREAS**, the State of Illinois has been operating without a Fiscal Year 2016 state budget since July 1, 2015; and

**WHEREAS**, the absence of a budget has resulted in the state withholding over \$150 million in revenue owed to municipal governments for lack of appropriation authority; and

**WHEREAS**, critical local services, such as road construction, maintenance, and repair will remain underfunded until state leaders take action to release local Motor Fuel Tax Funds to municipalities; and

**WHEREAS**, in the Village of Bartlett, the State is withholding \$336,666 in Motor Fuel Tax Funds and \$30,000 in video gaming revenues.

**WHEREAS**, municipal budgets and basic services will be negatively impacted without the release of local Use Tax, video gaming fees, and casino fees.

**NOW, THEREFORE BE IT RESOLVED** BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT that we call upon the Governor and General Assembly to take action to immediately release all non-general fund revenues owed to local governments. These funds include revenues from the Motor Fuel Tax, Wireless Service Emergency Fund, Use Tax, Local Government Distributive Fund, and gaming;

**BE IT FURTHER RESOLVED** that a copy of this resolution be forwarded to the Governor, Comptroller, Senate President, Senate Minority Leader, House Speaker, House Minority Leader, local legislators, and the Illinois Municipal League.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:**

**APPROVED:**

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

**ATTEST:**

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

### **CERTIFICATION**

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2015- -R enacted on November 17, 2015, approved on November 17, 2015.

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



# Agenda Item Executive Summary

Item Name Gas and Electric Ordinances Committee or Board Board

## BUDGET IMPACT

Amount:	\$700,000	Budgeted	\$1,391,000
List what fund	General		

## EXECUTIVE SUMMARY

Direction to provide ordinances to cut the Gas and Electric utility taxes in half.

## ATTACHMENTS (PLEASE LIST)

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
- 

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



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

**AN ORDINANCE AMENDING TITLE 14, CHAPTER 2,  
SECTION 14-2-3, OF THE BARTLETT MUNICIPAL CODE  
TO FURTHER LOWER THE MUNICIPAL ELECTRICITY USE TAX**

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES  
ON THE 17<sup>TH</sup> DAY OF NOVEMBER, 2015**

**PUBLISHED IN PAMPHLET FORM BY THE AUTHORITY OF THE  
CORPORATE AUTHORITIES OF THE VILLAGE OF BARTLETT,  
COOK, DUPAGE AND KANE COUNTIES, ILLINOIS  
THIS 18<sup>TH</sup> DAY OF NOVEMBER, 2015**

ORDINANCE NO. 2015 - \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE 14, CHAPTER 2,  
SECTION 14-2-3, OF THE BARTLETT MUNICIPAL CODE TO  
FURTHER LOWER THE MUNICIPAL ELECTRICITY USE TAX**

---

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

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

(“Ordinance 2012-32”); and

**WHEREAS**, on April 21, 2015, the President and Board of Trustees of the Village of Bartlett adopted Ordinance 2015-27:

“An Ordinance Amending Title 14, Chapter 2, Section 14-2-3, of the Bartlett Municipal Code to Lower the Municipal Electricity Use Tax”

(“Ordinance 2015-27”); and

**WHEREAS**, provided the resolution of the current state budget crisis does not result in a substantial reduction of revenue which the Village receives from the State of Illinois in the future, the President and Board of Trustees of the Village of Bartlett (the “corporate authorities”) have determined that there will be sufficient revenues on hand to pay for the cost of providing an adequate level of municipal services to the citizens, businesses owners and property owners within the Village without the need to keep the Municipal Electricity Use Tax at the levels established by Ordinance 2015-27, and still maintain the property values and economic health of the community as a whole; and

**WHEREAS**, in the event resolution of the current state budget crisis results in a change in revenue sharing, new laws, or other measures which substantially reduce the amount of revenue the Village will receive in the future, the corporate authorities may further amend Ordinance 2012-32, or may adopt a new ordinance to reinstate, increase or impose a Municipal Electricity Use Tax as allowed by law; and

**WHEREAS**, the corporate authorities desire to amend Ordinance 2015-27 to provide tax relief to its citizens, business owners and property owners by lowering the Municipal Electricity Use Tax heretofore imposed with respect to the use or consumption of electricity by residential and non-residential customers within the corporate limits of the Village of Bartlett beginning with the first bills

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issued on or after May 1, 2016 to allow the tax collectors delivering electricity to purchasers who use or consume electricity acquired in a purchase at retail, sufficient time to implement the reduction of the municipal electricity use taxes imposed by the further amendment of Section 14-2-3 of Ordinance 2012-32, as hereinafter set forth in this Ordinance; and

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

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

**WHEREAS**, in furtherance of its home rule powers, it is necessary and desirable for the Village of Bartlett to further amend its ordinances regarding the municipal electricity use tax imposed and created by Title 14 entitled "MUNICIPAL UTILITY TAXES", Chapter 2, entitled "Municipal Electricity Use Tax", Section 14-2-3 entitled "Tax Imposed", and heretofore amended by Ordinance 2015-27, as set forth in this Ordinance 2015-\_\_\_\_\_;

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

**SECTION ONE:** The Bartlett Municipal Code be and it is hereby further amended by amending Title 14, Chapter 2, Section 14-2-3, as follows:

14-2-3. Tax Imposed.

- A. Pursuant to Section 8-11-2 of the Illinois Municipal Code and any and all other applicable authority, a tax is imposed upon the privilege of using or consuming electricity acquired in the purchase at retail and used or consumed within the corporate limits of the Village at the following rates, calculated on a monthly basis for each purchaser:
- (1) For the first 2,000 kilowatt-hours used or consumed in a month; 0.072 cents per kilowatt-hour.
  - (2) For the next 48,000 kilowatt-hours used or consumed in a month, 0.047 cents per kilowatt-hour.
  - (3) For the next 50,000 kilowatt-hours used or consumed in a month, 0.043 cents per kilowatt-hour.
  - (4) For the next 400,000 kilowatt-hours used or consumed in a month, 0.041 cents per kilowatt-hour.

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- (5) For the next 500,000 kilowatt-hours used or consumed in a month, 0.040 cents per kilowatt-hour.
  - (6) For the next 2,000,000 kilowatt-hours used or consumed in a month, 0.038 cents per kilowatt-hour.
  - (7) For the next 2,000,000 kilowatt-hours used or consumed in a month, 0.037 cents per kilowatt-hour.
  - (8) For the next 5,000,000 kilowatt-hours used or consumed in a month, 0.0365 cents per kilowatt-hour.
  - (9) For the next 10,000,000 kilowatt-hours used or consumed in a month, 0.036 cents per kilowatt-hour.
  - (10) For all electricity used or consumed in excess of 20,000,000 kilowatt-hours in a month, 0.035 cents per kilowatt-hour.
- B. The tax is in addition to all taxes, fees and other revenue measures imposed by the Village, the State or any other political subdivision of the State.
- C. Notwithstanding any other provision of this Section, the tax shall not be imposed if and to the extent that imposition or collection of the tax would violate the Constitution or statutes of the United States or the Constitution of the State.
- D. The tax shall be imposed with respect to the use or consumption of electricity by residential and nonresidential customers, beginning with the first bill issued on or after May 1, 2016.

**SECTION TWO:** Section 14-2-3 of Ordinance 2015-21 shall remain in effect until the effective date of this Ordinance as set forth in Section Five of this Ordinance, and all of the other provisions of Ordinance 2012-32 shall remain in full force and effect.

**SECTION THREE: REPEALER.** All ordinances or parts of ordinances thereof in conflict with this Ordinance are hereby repealed to the extent of any such conflict, commencing on the effective date as set forth in Section Five of this Ordinance.

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

**SECTION FIVE: EFFECTIVE DATE.** This Ordinance shall be published in pamphlet form on November 18, 2015, and shall be in full force and effect on May 1, 2016.

PASSED by the Board of Trustees of the Village of Bartlett on November 17, 2015.

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ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: November 17, 2015

APPROVED: November 17, 2015

APPROVED AND SIGNED by the Village President of the Village of Bartlett on November 17, 2015.

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

ATTEST:

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

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2015 – \_\_\_\_\_ enacted on November 17, 2015, approved on November 17, 2015, and published in pamphlet form on November 18, 2015, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles

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

**AN ORDINANCE AMENDING TITLE 14, CHAPTER 1,  
SECTION 14-1-3, OF THE BARTLETT MUNICIPAL CODE  
TO LOWER THE MUNICIPAL NATURAL GAS USE TAX**

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES  
ON THE 17<sup>TH</sup> DAY OF NOVEMBER, 2015**

**PUBLISHED IN PAMPHLET FORM BY THE AUTHORITY OF THE  
CORPORATE AUTHORITIES OF THE VILLAGE OF BARTLETT,  
COOK, DUPAGE AND KANE COUNTIES, ILLINOIS  
THIS 18<sup>TH</sup> DAY OF NOVEMBER, 2015**

ORDINANCE NO. 2015 - \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE 14, CHAPTER 1,  
SECTION 14-1-3, OF THE BARTLETT MUNICIPAL CODE TO  
FURTHER LOWER THE MUNICIPAL NATURAL GAS USE TAX**

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

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

(“Ordinance 2012-31”); and

**WHEREAS**, provided the resolution of the current state budget crisis does not result in a substantial reduction of revenue which the Village receives from the State of Illinois in the future, the President and Board of Trustees of the Village of Bartlett (the “corporate authorities”) have determined that there will be sufficient revenues on hand to pay for the cost of providing an adequate level of municipal services to the citizens, businesses owners and property owners within the Village without the need to keep the Municipal Natural Gas Use Tax at the levels established by Ordinance 2012-31, and still maintain the property values and economic health of the community as a whole; and

**WHEREAS**, in the event resolution of the current state budget crisis results in a change in revenue sharing, new laws, or other measures which substantially reduce the amount of revenue the Village will receive in the future, the corporate authorities may further amend Ordinance 2012-31, or adopt a new ordinance to reinstate, increase, or impose a gas use tax as allowed by law; and

**WHEREAS**, the corporate authorities desire to amend Ordinance 2015-31 to provide tax relief to its citizens, business owners and property owners by lowering the Municipal Natural Gas Use Tax heretofore imposed with respect to the use or consumption of natural gas within the corporate limits of the Village of Bartlett that is purchased in a Sale at Retail as defined in Ordinance 2012-31, beginning with the first bills issued on or after May 1, 2016 to allow the public utilities delivering natural gas to Retail Purchasers who use or consume natural gas acquired in a purchase at retail, sufficient time to implement the reduction of the municipal natural gas use taxes imposed by the amendment of Section 14-1-3 of Ordinance 2012-31, as hereinafter set forth in this Ordinance; and

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

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

**WHEREAS**, in furtherance of its home rule powers, it is necessary and desirable for the Village of Bartlett to further amend its ordinances regarding the municipal natural gas use tax imposed and created by Title 14 entitled "MUNICIPAL UTILITY TAXES", Chapter 1, entitled "Municipal Natural Gas Use Tax", Section 14-1-3 entitled "Tax Imposed", as set forth in this Ordinance 2015-\_\_\_\_\_;

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

**SECTION ONE:** The Bartlett Municipal Code be and it is hereby further amended by amending Title 14, Chapter 1, Section 14-1-3, as follows:

14-1-3. Tax Imposed.

- A. Except as otherwise provided by this Chapter, a tax is imposed on the privilege of using or consuming natural gas in the Village that is purchased in a Sale at Retail at the rate of two and one-half cents (2.5¢ or \$0.025) per therm.
- B. The ultimate incidence of and liability for payment of the tax is on the Retail Purchaser, and nothing in this Chapter shall be construed to impose a tax on the occupation of distributing, supplying, furnishing, selling or transporting natural gas.
- C. The Retail Purchaser shall pay the tax, measured by therms of gas delivered to the Retail Purchaser's premises, to the Public Utility designated to collect the tax pursuant to Section 14-1-4 of this Chapter on or before the payment due date of the Public Utility's bill first reflecting the tax, or directly to the Village Treasurer on or before the fifteenth day of the second month following the month in which the natural gas is delivered to the Retail Purchaser if no Public Utility has been designated to collect the tax pursuant to Section 14-1-4 or if the natural gas is delivered by a person other than a Public Utility so designated.
- D. Nothing in this Chapter shall be construed to impose a tax upon any person, business or activity which, under the constitutions of the United States or State of Illinois, may not be made the subject of taxation by the Village.
- E. A Person who purchases natural gas for resale and therefore does not pay the tax imposed by this Chapter with respect to the use or consumption of the natural gas, but who later uses or consumes part or all of the natural gas, shall pay the tax directly to the Village Treasurer on or



DRAFT

before the fifteenth day of the second month following the month in which the gas is used or consumed.

- F. The tax shall apply to natural gas for which the delivery to the Retail Purchaser is billed by a Public Utility on or after May 1, 2016.
- G. If it shall appear that an amount of tax has been paid which was not due under the provisions of this Chapter, whether as a result of mistake of fact or an error of law, then such amount shall be (i) credited against any tax due, or to become due, under this Chapter from the taxpayer who made the erroneous payment or (ii) subject to a refund if no such tax is due or to become due; provided that no amounts erroneously paid more than three (3) years prior to the filing of a claim therefore shall be so credited or refunded.
- H. No action to recover any amount of tax due under the provisions of this Chapter shall be commenced more than three (3) years after the due date of such amount.
- I. [RESERVED]

**SECTION TWO:** Section 14-1-3 of Ordinance 2012-31 shall remain in effect until the effective date of this Ordinance as set forth in Section Five of this Ordinance, and all of the other provisions of Ordinance 2012-31 shall remain in full force and effect.

**SECTION THREE: REPEALER.** All ordinances or parts of ordinances thereof in conflict with this Ordinance are hereby repealed to the extent of any such conflict, commencing on the effective date as set forth in Section Five of this Ordinance.

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

**SECTION FIVE: EFFECTIVE DATE.** This Ordinance shall be published in pamphlet form on November 18, 2015, and shall be in full force and effect on May 1, 2016.

PASSED by the Board of Trustees of the Village of Bartlett on November 17, 2015.

ROLL CALL VOTE:

AYES:

NAYS:

DRAFT

ABSENT:

PASSED: November 17, 2015

APPROVED: November 17, 2015

APPROVED AND SIGNED by the Village President of the Village of Bartlett on November 17, 2015.

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

ATTEST:

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

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2015 – \_\_\_\_\_ enacted on November 17, 2015, approved on November 17, 2015, and published in pamphlet form on November 18, 2015, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles



**Village of Bartlett**  
**Finance Department Memo**  
**2015 - 34**

**DATE:** November 11, 2015

**TO:** Valerie Salmons, Village Administrator

**FROM:** Jeff Martynowicz, Finance Director

**SUBJECT:** Utility Tax Update

At the October 20<sup>th</sup> committee meeting, Mayor Wallace and Trustee Hopkins asked staff to look at different options to shift the burden between the Gas and Electric Utility Taxes. We were asked to contact businesses in our business park and rental communities throughout the Village and also analyzed the residential impact on two options.

Option 1 – Currently the Village generates 1.4 million in Gas and Electric tax. An option was proposed to set the Gas and Electric rates evenly (50/50) to generate 1.4 million dollars. The attachment on the following page shows all 3 businesses, rental properties and residential would see an overall increase to their annual tax amounts if this option were accepted.

Option 2 – This option would eliminate the Gas tax and max the Electric KWH rate to generate approximately 1.3 million dollars. The attachment on the following page shows all businesses, rental properties and residential would see an overall increase to their annual tax amounts if this option were accepted. Furthermore, all 3 businesses would have a higher annual tax if option 2 were selected over option 1. 2 of the 3 rental units surveyed would have a higher tax from option 2 than 1. Both options would increase the annual tax amounts for all accounts surveyed.

Village of Bartlett  
Utility Tax Proposal

Option 1 - Split Gas Tax and Electric Tax Revenue 50/50

	Annual Therms	Current Gas	Proposed Gas	Dollar Difference	Annual KWH	Current Electric	Proposed Electric	Dollar Difference	Total Increase
Business A	44,000	\$2,200.00	\$1,474.00	-\$726.00	5,904,000	\$5,142.10	\$11,693.41	\$6,551.31	\$5,825.31
Business B	166,777	\$8,338.35	\$5,587.03	-\$2,751.32	5,418,688	\$4,634.22	\$10,538.31	\$5,904.09	\$3,152.77
Business C	66,385	\$3,319.25	\$2,223.90	-\$1,095.35	4,962,225	\$4,254.79	\$9,675.48	\$5,420.69	\$4,325.34
Rental Units A	0	\$0.00	\$0.00	\$0.00	17,000	\$24.82	\$56.44	\$31.62	\$31.62
Rental Units B	214,004	\$10,700.20	\$7,169.13	-\$3,531.07	7,500,000	\$6,345.06	\$14,428.71	\$8,083.65	\$4,552.58
Rental Units C	75,000	\$3,750.00	\$2,512.50	-\$1,237.50	1,200,000	\$1,144.20	\$2,602.00	\$1,457.80	\$220.30
Residential	1,106	\$55.30	\$37.05	-\$18.25	12,000	\$17.52	\$39.84	\$22.32	\$4.07

Utility Tax Proposal

Option 2 - Eliminate Gas Tax and Max Electric Tax

	Annual Therms	Current Gas	Proposed Gas	Dollar Difference	Annual KWH	Current Electric	Proposed Electric	Dollar Difference	Total Increase
Business A	44,000	\$2,200.00	\$0.00	-\$2,200.00	5,904,000	\$5,142.10	\$22,149.12	\$17,007.02	\$14,807.02
Business B	166,777	\$8,338.35	\$0.00	-\$8,338.35	5,418,688	\$4,634.22	\$19,964.71	\$15,330.49	\$6,992.14
Business C	66,385	\$3,319.25	\$0.00	-\$3,319.25	4,962,225	\$4,254.79	\$18,330.43	\$14,075.64	\$10,756.39
Rental Units A	0	\$0.00	\$0.00	\$0.00	17,000	\$24.82	\$106.76	\$81.94	\$81.94
Rental Units B	214,004	\$10,700.20	\$0.00	-\$10,700.20	7,500,000	\$6,345.06	\$27,327.00	\$20,981.94	\$10,281.74
Rental Units C	75,000	\$3,750.00	\$0.00	-\$3,750.00	1,200,000	\$1,144.20	\$4,924.68	\$3,780.48	\$30.48
Residential	1,106	\$55.30	\$0.00	-\$55.30	12,000	\$17.52	\$75.36	\$57.84	\$2.54



# Agenda Item Executive Summary

Item Name      Estimated Tax Levy      Committee or Board      Board

## BUDGET IMPACT

*Amount:*      \$9,265,478      *Budgeted*      \$9,265,478

*List what fund*      General  
Police Pension  
Debt Service

## EXECUTIVE SUMMARY

The Village Board discussed the proposed tax levy at the October 20th Committee meeting. The memo before the Village Board tonight is to establish an estimated 2015 property tax levy. The next step in the process will be to conduct a public hearing on the 2015 property tax levy at the December 1, 2015 Board meeting at 7:00 PM. The 2015 property tax levy is then to be approved at the December 15th Village Board meeting.

## ATTACHMENTS (PLEASE LIST)

Finance Memo 2015-32

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
- 

**MOTION:** I move to remove the estimated tax levy from the table.

**MOTION:** I move that the estimated 2015 property tax levy be established at \$9,265,478.

Staff:      Jeff Martynowicz, Finance Director

Date:      11/10/2015

**Village of Bartlett  
Finance Department Memo  
2015 - 32**

**DATE:** November 10, 2015  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jeff Martynowicz, Finance Director  
**SUBJECT:** 2015 Estimated Property Tax Levy

The Village Board discussed the proposed tax levy at the October 20th Committee meeting. The memo before the Village Board tonight is to establish an estimated 2015 property tax levy. The next step in the process will be to conduct a public hearing on the 2015 property tax levy at the December 1, 2015 Board meeting at 7:00 PM. The 2015 property tax levy is then to be approved at the December 15<sup>th</sup> Village Board meeting.

Below is a chart showing the estimated 2015 levy compared to the 2014 levy extension. The estimated property tax levy for 2015 totals \$9,265,478 a 1.85% decrease over the 2014 extension.

<b>Proposed Levy Compared to Prior Year's Extension</b>				
	<b>2015</b>			
	<b>Proposed</b>	<b>2014</b>	<b>Increase</b>	<b>Percent</b>
	<b>Levy</b>	<b>Extension</b>	<b>(Decrease)</b>	<b>Change</b>
General Corporate	6,433,094	6,498,068	(64,974)	-1.00%
Police Pension	1,152,049	1,243,929	(91,880)	-7.39%
Subtotal	7,585,143	7,741,997	(156,854)	-2.03%
Debt Service	1,680,335	1,697,815	(17,480)	-1.03%
<b>TOTAL</b>	<b>9,265,478</b>	<b>9,439,812</b>	<b>(174,334)</b>	<b>-1.85%</b>

An estimated levy must be established at least 20 days prior to adoption of the final levy, which is scheduled for December 15, 2015. Therefore, the estimated levy must be established at the November 17, 2015 Board meeting. This is a procedural matter that can be accomplished by adopting the motion below.

**MOTION:** I move to remove the estimated tax levy from the table.

**MOTION:** I move that the estimated 2015 property tax levy be established at \$9,265,478.



# Agenda Item Executive Summary

Item Name Computer Replacement Program Purchase Committee or Board Board

## BUDGET IMPACT

Amount:	\$33,660	Budgeted	\$39,000
List what fund	Equipment Replacement Fund		

## EXECUTIVE SUMMARY

As part of our ongoing computer replacement program, we are seeking to purchase 38 computers from Dell through the State of Illinois and Midwest Higher Education Compact.

## ATTACHMENTS (PLEASE LIST)

Finance Memo 15-33

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
- 

**MOTION:** To approve the purchase of 38 computers from Dell through the Midwest Higher Education Compact Bid obtained by the State of Illinois in an amount not to exceed \$33,000.00

Staff: Chris Hostetler, Information Technology Coordinator Date: 11/17/15



# Village of Bartlett

## Finance Department Memo

**DATE:** November 5, 2015

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

**FROM:** Chris Hostetler, IT Coordinator

**SUBJECT:** Computer Replacement Program Purchase

In December 1999 the Village Board adopted the village-wide Information Technology Plan. In the Plan, the Village approved the concept of implementing a replacement program for its computer inventory. The 2015-2016 fiscal year budget contains \$39,000 for the purchase of desktop computers to replace some of the Village's oldest, least powerful, computers. All of the computers being replaced are at least 4 years old. The Village had been on a 3-year replacement cycle until 2012 when the annual purchase was deferred. Since then, the Village has been on a 4-year replacement cycle.

Computer manufacturers are, for the most part, unwilling to respond to bids or even RFP's unless you are a state government or very large city. Rather, most allow you to purchase under an existing government pricing program. All of the manufacturers have set up sections of their company to deal just with state and local governments and offer pricing accordingly. The Village of Bartlett is fortunate enough to be able to take advantage of joint purchasing through the State of Illinois and the Midwest Higher Education Compact (MHEC). The State of Illinois Joint Purchasing Act permits local governments to participate in these joint purchasing opportunities without repeating the bidding process.

The Village has standardized on business desktop computers from Dell Since 2001. Dell has consistently offered an excellent product and their support is superior to other manufacturers. Support and quick replacement of parts is very important for minimizing the impact of hardware failures on employees.

Dell desktop computers are available through joint purchase with Midwest Higher Education Compact. The Midwest Higher Education Compact is a compact of twelve states, including Illinois, whose mission includes cost savings for members through joint purchasing.

Staff recommends the purchase of 38 desktop computers from Dell for a total amount not to exceed \$33,660.

**MOTION:**

To approve the purchase of 38 computers from Dell through the Midwest Higher Education Compact Bid obtained by the State of Illinois in an amount not to exceed \$33,660.00



# Agenda Item Executive Summary

Item Name New Stop Sign Locations Committee or Board Board

## BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund \_\_\_\_\_

## EXECUTIVE SUMMARY

The Police Department and Public Works Department has reviewed the intersections in the new areas of Blue Heron Business Park and Southwind Business Park for potential stop sign locations. In addition, Trustee Hopkins raised concerns regarding Morse Ave. and the fact that many of the intersections are not regulated with signage. Based on our review, I am recommending stop signs at the following intersections:

**Through Streets** - I recommend streets be designated as Through Streets. Stop signs will be installed on the second street:

<u>Through Street</u>		<u>Stop Sign</u>
Morse Avenue	at	N. Tatge Avenue
Morse Avenue	at	N. Berteau Avenue
Morse Avenue	at	N. Marion Avenue (Switching Directions)
Morse Avenue	at	N. Chase Avenue
Morse Avenue	at	N. Hale Avenue
Morse Avenue	at	N. Prospect Avenue (Eastbound)
W. Bartlett Road	at	Miles Parkway
W. Bartlett Road	at	Southwind Boulevard
Miles Parkway	at	Slade Road
Miles Parkway	at	Kenyon Road
Southwind Boulevard	at	Abbott Lane
Southwind Boulevard	at	Abbott Court
Southwind Boulevard	at	Benchmark Lane

## ATTACHMENTS (PLEASE LIST)

- Memo
- Ordinance amending the Village of Bartlett Municipal Code, Section 6-11-1204.1: Schedule I, Through Streets.
- Exhibits showing proposed stop sign locations.

## ACTION REQUESTED

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

Motion: **I move the Village Board adopt Ordinance 2015-\_\_\_\_\_ An Ordinance Amending the Bartlett Municipal Code Section 6-11-1204.1.**

Staff: Dan Dinges Date: 11/6/15

# MEMO

Date: November 5, 2015

To: Valerie L. Salmons,  
Village Administrator

From: Dan Dinges,  
Public Works Director

**Re: New Stop Sign Locations**

The Police Department and Public Works Department has reviewed the intersections in the new areas of Blue Heron Business Park and Southwind Business Park for potential stop sign locations. In addition, Trustee Hopkins raised concerns regarding Morse Ave. and the fact that many of the intersections are not regulated with signage. Based on our review, I am recommending stop signs at the following intersections:

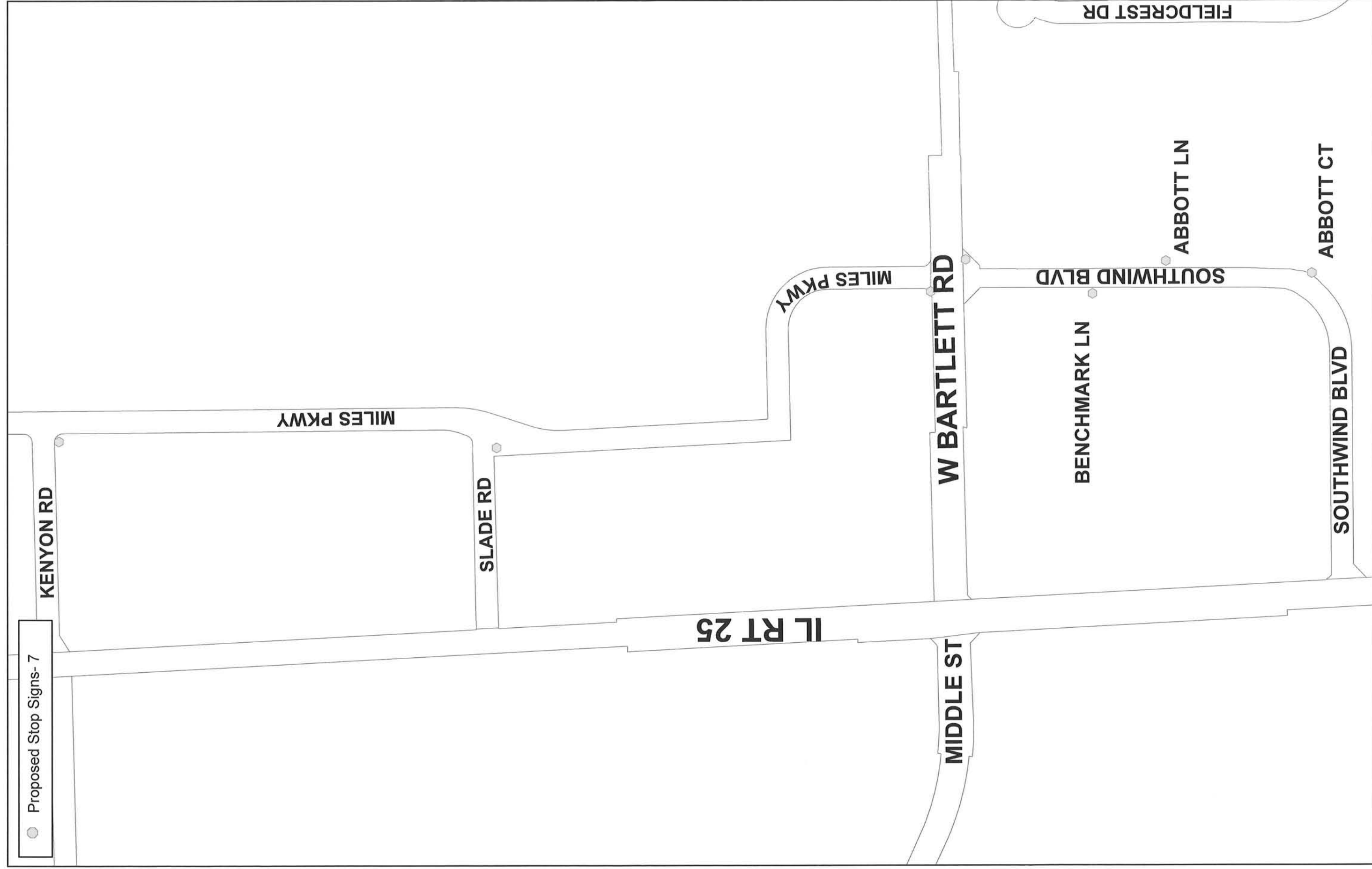
**Through Streets** - I recommend streets be designated as Through Streets. Stop signs will be installed on the second street:

<u>Through Street</u>		<u>Stop Sign</u>
Morse Avenue	at	N. Tatge Avenue
Morse Avenue	at	N. Berteau Avenue
Morse Avenue	at	N. Marion Avenue (Switching Directions)
Morse Avenue	at	N. Chase Avenue
Morse Avenue	at	N. Hale Avenue
Morse Avenue	at	N. Prospect Avenue (Eastbound)
W. Bartlett Road	at	Miles Parkway
W. Bartlett Road	at	Southwind Boulevard
Miles Parkway	at	Slade Road
Miles Parkway	at	Kenyon Road
Southwind Boulevard	at	Abbott Lane
Southwind Boulevard	at	Abbott Court
Southwind Boulevard	at	Benchmark Lane

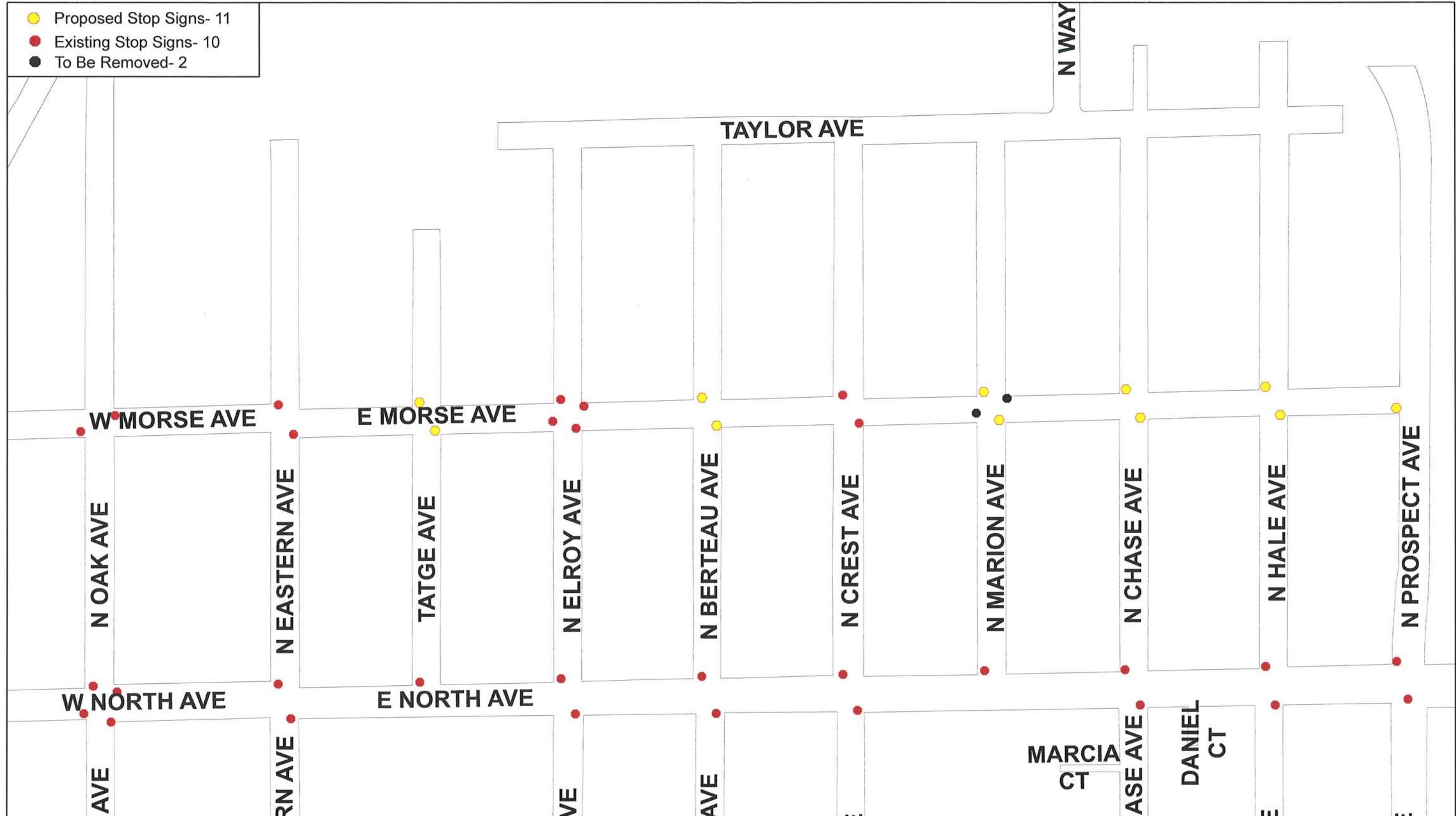
I have attached an Ordinance amending the Village of Bartlett Municipal Code, Section 6-11-1204.1: Schedule I, Through Streets.

Please place this on the next available Board Agenda.

Blue Heron and Southwind  
Proposed Stop Signs



# Morse Avenue (Prospect to Oak) Existing and Proposed Stop Signs



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

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE  
SECTION 6-11-1204.1**

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

**SECTION ONE:** That Section 6-11-1204.1: Schedule I, Through Streets, of the Bartlett Municipal Code, as amended is hereby further amended by adding the following:

Morse Avenue	at	N. Tatge Avenue
Morse Avenue	at	N. Berteau Avenue
Morse Avenue	at	N. Marion Avenue (Switching Direction)
Morse Avenue	at	N. Chase Avenue
Morse Avenue	at	N. Hale Avenue
Morse Avenue	at	N. Prospect Avenue (Eastbound)
W. Bartlett Road	at	Miles Parkway
W. Bartlett Road	at	Southwind Boulevard
Miles Parkway	at	Slade Road
Miles Parkway	at	Kenyon Road
Southwind Boulevard	at	Abbott Lane
Southwind Boulevard	at	Abbott Court
Southwind Boulevard	at	Benchmark Lane

**SECTION THREE: SEVERABILITY.** The 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 expressly repealed only to the extent of such conflict or inconsistency.

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:**

**APPROVED:**

---

Kevin Wallace, Village President

**ATTEST:**

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Lorna Giles, Village Clerk

### **CERTIFICATION**

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2015-\_\_\_\_\_ enacted on November 17, 2015, approved on November 17, 2015.

---

Lorna Giles, Village Clerk





## Agenda Item Executive Summary

Item Name Country Creek Lift Station Upgrade Committee or Board Village Board

### BUDGET IMPACT

Amount: \$ 334,000.00 Budgeted \$ 520,000.00

List what fund Sewer Fund

### EXECUTIVE SUMMARY

On October 7, 2015, a *Notice to Bidders* was published in The Examiner and on the Village website, soliciting bids for the 2015 Country Creek Lift Station Upgrade Project. This project was discussed and approved for FY 2015-16 by the Board during the Capital Budget process last year to improve the safety of the 43 ft deep lift station. The project consists of the reconfiguration of the existing wet-well with riser and hatch, interior coating, two new submersible pumps, ductile iron piping, pump controls and new valve and flow meter vaults. Eleven (11) bid packets were distributed to prospective bidders. Four (4) packets were returned and one bidder was disqualified due to missing information. Bids were due no later than October 28, 2015 at 10:00 AM.

**James McHugh Construction Co.** of Chicago, IL submitted the low and responsive bid of **\$334,000.00** for this project. One bidder was disqualified for failing to submit required material documentation. We have not previously worked with McHugh Construction but we have checked the submitted references and found them to be in good order. I have attached the bid tally sheet for the project. The Engineer's Estimate for the project is \$520,000.00, a positive difference of more than \$180,000.00. We were able to utilize the existing wet-well with a coating system and save this difference.

### ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Bid Tab, Agreement

### ACTION REQUESTED

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

Resolution

Ordinance

Motion: **I MOVE THE VILLAGE BOARD AWARD THE BID FOR THE COUNTRY CREEK LIFT STATION UPGRADE PROJECT TO JAMES MCHUGH CONSTRUCTION CO. OF CHICAGO IN THE AMOUNT OF \$ 334,000.00.**

Staff: Dan Dinges Date: 11/17/15  
Director of Public Works

# MEMO

**Date:** November 5, 2015

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

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

**Re:** *Country Creek Lift Station Construction Services*

On October 7, 2015, a Notice to Bidders was published in The Examiner and on the Village website, soliciting bids for the 2015 Country Creek Lift Station Upgrade Project. This project was discussed and approved for FY 2015-16 by the Board during the Capital Budget process last year to improve the safety of the 43 ft deep lift station. The project consists of the reconfiguration of the existing wet-well with riser and hatch, interior coating, two new submersible pumps, ductile iron piping, pump controls and new valve and flow meter vaults. Eleven (11) bid packets were distributed to prospective bidders. Four (4) packets were returned and one bidder was disqualified due to missing information. Bids were due no later than October 28, 2015 at 10:00 AM.

**James McHugh Construction Co.** of Chicago, IL submitted the low and responsive bid of **\$334,000.00** for this project. One bidder was disqualified for failing to submit required material documentation. We have not previously worked with McHugh Construction but we have checked the submitted references and found them to be in good order. I have attached the bid tally sheet for the project. The Engineer's Estimate for the project is \$520,000.00, a positive difference of more than \$180,000.00. We were able to utilize the existing wet-well with a coating system and save this difference.

Based upon the bids submitted, I recommend the bid be awarded to **James McHugh Construction Co.** of Chicago, IL.

Please place this on the next available Board Agenda.

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

**A RESOLUTION APPROVING OF THE  
COUNTRY CREEK LIFT STATION UPGRADE PROJECT  
AGREEMENT BETWEEN THE VILLAGE  
OF BARTLETT AND JAMES MCHUGH CONSTRUCTION CO.**

---

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

**SECTION ONE:** The Country Creek Lift Station Upgrade Project Agreement dated November 17, 2015, between James McHugh Construction Co. and the Village of Bartlett, a copy of which is appended here to and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: November 17, 2015

APPROVED: November 17, 2015

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

ATTEST:

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

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2015 - \_\_\_\_\_ enacted on November 17, 2015, and approved on November 17, 2015, as the same appears from the official records of the Village of Bartlett.

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

# Country Creek Lift Station Upgrade Project

BID TABULATION 10/28/2015	MARC KRESMENY CONSTRUCTION LLC 1725 WELD RD. ELGIN, IL. 60123	MARTAM CONSTRUCTION, INC. 1200 GASKET DR. ELGIN, IL. 60123	JAMES MCHUGH CONSTRUCTION 1737 S. MICHIGAN AVE. CHICAGO, IL. 60616	SWALLOW CONSTRUCTION 4250 LACEY RD. DOWNERS GROVE, IL. 60515
	Base Bid \$395,000.00	Alt. Bid \$393,000.00	Base Bid \$340,200.00	Alt. Bid \$426,249.00
			Base Bid \$415,500.00	Alt. Bid \$426,249.00
<b>TOTAL</b>			<b>\$334,000.00</b>	

**Note: Martam Construction was the low bidder but was disqualified for failing to submit required material documentation.**

## COUNTRY CREEK LIFT STATION UPGRADE PROJECT AGREEMENT

-----

This Country Creek Lift Station Upgrade Project Agreement (the "Agreement") is entered this 17th day of November, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and James McHugh Construction Co. (the "Contractor") (collectively, the "Parties").

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

**Project Work.**

a. Furnishing of materials, labor and equipment to provide an existing lift station upgrade. Upgrade includes reconfigured existing wetwell with two new reinforced concrete wetwell riser, access hatch, and interior coating, two (2) new submersible pumps, ductile iron piping related hardware and appurtenances and new above-grade pump controls, new reinforced concrete valve vault and a new reinforced concrete flow-meter vault. All Project Work shall be performed in strict compliance with the below defined Contract Documents.

b. Contract Documents mean and include: (i) this Agreement; (ii) General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (iii) all Specifications, Plans and Drawings attached hereto as and incorporated herein; (iv) the Performance and Payment Bond or Letter of Credit as defined herein; and (v) Addenda 1 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 work within 21 calendar days from the start of work and within 90 days of the Notice to Proceed. Contractor shall coordinate all required work, temporary bypass and power, schedule constraints, materials and subcontractors to continuously work on the project once started to complete work in one mobilization and within the 21 days. After the completion date, the Contractor will be allowed until May 1, 2016 to complete topsoil installation, seeding and other restoration work.

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

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

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

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

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

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

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

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

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

(v) Certified Payrolls (defined below)

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

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

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

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

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

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

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

C. Compliance With Law. All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois



Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

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

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

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

and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

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

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

**1. Commercial General and Umbrella Liability Insurance.**

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

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

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

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

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

Insured, or any of them.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

**2. Continuing Completed Operations Liability Insurance.**

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

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

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

**3. Business Auto Liability Insurance.**

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

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

**4. Workers Compensation and Employees Liability Insurance.**

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

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

**5. Excess Umbrella Liability Insurance Coverage.**

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

**6. General Insurance Provisions.**

**a. Evidence of Insurance**

- i. Prior to beginning work, Contractor shall furnish the Village with a

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

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

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

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

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

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

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

**b. Acceptability of Insurers**

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

**c. Cross-Liability Coverage**

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

**d. Deductibles and Self-Insured Retentions**

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

**e. The Village Shall Not Waive Any Rights of Subrogation**

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

**f. Failure to Comply with Insurance Reporting Provisions**

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

**g. All Insurance Obtained Shall Apply Separately to Each Insured**

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**h. Insurance Requirements Cannot be Waived**

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- i. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- ii. failing to review any Certificates of Insurance received;
- iii. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
- iv. issuing any payment without receipt of a sworn certification from the

Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents are solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village of Bartlett and/or any of the other Additional Insured.

**i. Liability of Contractor is not limited by Purchase of Insurance**

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

**j. Notice of Personal Injury or Property Damage**

Contractor shall notify the Additional Insured, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

**k. Subcontractors**

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above and otherwise in strict compliance with the above insurance requirements including but not limited to the additional insured requirements set forth above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor and additional insured endorsements as required above.

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

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds or IDOT Contract Bond, each in the amount of **110%** of the Contract Sum, naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and approved by the Village. ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors

obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, including but not limited to payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the unit pricing set forth in Contractors Proposal.

J. Prevailing Wages.

Contractor shall pay prevailing wages for the respective County in which the Project Work is being performed, as established by the Illinois Department of Labor for each craft or type of work in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Act"). The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of prevailing wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of prevailing rate of wages. Any increase in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Village. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work and for ensuring strict compliance with the requirements of the Act, including but not limited to providing Certified Payrolls to the Village in accordance with the Act and as required herein. Copies of the February 2013 prevailing wage rates for Cook, DuPage, and Kane Counties, Illinois are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL). Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for the County in which the work is being performed as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

K. Default.

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

**L. Limitation on the Owner's Liability.**

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

**M. Hazardous Substances.**

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ( "Village Property") by Contractor, and/or 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 neo additional cost to the Owner.

Z. Illinois Human Rights Act.

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

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

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

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

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

Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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

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

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

#### Z-1. Guarantee.

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

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

#### Z-2 Miscellaneous.

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

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

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

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

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

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

(7.) Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

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

VILLAGE OF BARTLETT:

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

Attest:

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

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

CONTRACTOR:

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

Attest:

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

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