

**VILLAGE OF BARTLETT**  
**BOARD AGENDA - APRIL 21, 2015**  
**7:00 P.M.**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION:** Chaplain Mark Shipman
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:** 2015-16 Budget Review Minutes – April 7, 2015  
Board & Committee Minutes – April 7, 2015
- \*7. **BILL LIST:** April 21, 2015
8. **TREASURER’S REPORT:** March 2015  
Sales Tax Report – February 2015  
Motor Fuel Tax Report – March 2015
9. **PRESIDENT’S REPORT:**
  1. Bartlett’s Best: Derek Struwing Recognition
  2. Building Safety Month Proclamation
  3. Arts in Bartlett Class D Liquor License Request
  4. Liquor License Renewals
  5. Trustee Recognition – Greg Martin and Eric Shipman
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 CAMERER**
    1. 845 Marina Terrace West Rear Yard Variation
    2. 966 Pimlico Lane Rear Yard Variation
    - \*3. Seasons Produce & Specialty Market Special Use Amendment
  - B. **BUILDING COMMITTEE, CHAIRMAN MARTIN**  
No Report
  - C. **FINANCE & GOLF COMMITTEE, CHAIRMAN REINKE**
    1. 2015-16 Budget Adoption Resolution
    2. Electric Utility Tax Amendment Ordinance
    3. Professional Services Contracts
    - \*4. Sale of 2015 IRB Volume Cap
  - D. **LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CARONARO**
    - \*1. Bartlett Park District Apple Blossom Run Permit Request
  - E. **POLICE & HEALTH COMMITTEE, CHAIRMAN SHIPMAN**
    1. Municipal Property Internet Auction - eBay
  - F. **PUBLIC WORKS COMMITTEE, CHAIRMAN ARENDS**
    1. 2015 Sidewalk Replacement Project Bids
    2. 2015-16 Salt Purchase
13. **NEW BUSINESS:**
14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES:**
15. **ADJOURNMENT**

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**CALL TO ORDER**

President Wallace called the Committee of the Whole meeting to order on the above date at 6:01 p.m. in the Council Chambers.

**ROLL CALL**

**PRESENT:** Trustees Arends (via webcam), Camerer, Carbonaro, Martin, Reinke, Shipman and President Wallace answered present.

**ABSENT:** None

**ALSO PRESENT:** Administrator Valerie Salmons, Assistant Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Assistant Finance Director Todd Dowden, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Food & Beverage Manager Paul Petersen, Chief Kent Williams, Deputy Chief Patrick Ullrich, Deputy Chief Joe Leonas, Deputy Chief Patrick Ullrich, Clerk Lorna Gilles.

Trustee Reinke stated that this was the 2015-16 Proposed Budget Review and asked the staff to begin.

**Building**

Building Director Brian Goralski stated that the Building Department has been providing safe buildings, healthy businesses for over 67 years. He stated that his budget is up 7%, however, they came to terms on a separation agreement with his General Inspector and are reduced in overall staff. His department remains busy with miscellaneous permits and continues to flourish but at times they are overwhelmed during the construction season. Vacant Building Registrations and re-registrations are also keeping them very busy. It has greatly improved the Village's appearance and safety as a result. He stated under Personnel, he is proposing a part time Data Entry Clerk for support. Filing, copying, inspection entry and permits are not getting completed in a timely manner and thus his support staff has had to work overtime. They will keep the General Inspector position open and he and his assistant will assume the building and annual inspections.

Administrator Salmons stated that this brings them down to about 1-3/4 of an Inspector. She stated that they share the Plumbing Inspector with Streamwood (25% of his time) but they get the lion's share of his time and they also have the Electrical Inspector. They are going to try this out and Don and Brian will go out on a lot more inspections. They think they can save that salary for some period of time and add to the list of open positions.

He stated that his budget has been reduced except for Professional Development in which one of his inspectors would like to attain a Bachelor's degree on-line this year. It



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was cut down to two credits and everything else remains the same. His overall budget has now been decreased by 5% over last year's budget.

Trustee Reinke asked about the Bachelor's of Business Administration degree and asked if it was something Mr. Heneghan would use in the context of his employment with the Village.

Building Director Goralski stated "yes", he would like to pursue a management position.

Trustee Reinke asked if he would be obligated to maintain his employment as a condition of the tuition reimbursement.

Building Director stated that he was in it for the long haul.

Administrator Salmons stated that they have an agreement that they sign where they have to maintain employment for two years or they reimburse the Village for the tuition reimbursement.

Trustee Shipman stated that it pertained to all personnel in the Village.

Administrator Salmons reiterated that they removed all the out of state Professional Development.

Building Director Goralski stated that his assistant is going to the ICC conference and that it is paid by the Association of which he is the President.

Trustee Reinke stated that it is good to see the staff active nationally. He questioned the 55% increase to "Office Supplies".

Building Director Goralski stated that they anticipated costly printer cartridges but recently received a new copier and did not anticipate them to be that high.

Trustee Reinke questioned under "Vehicle Maintenance" if the car wash was charging \$4.00 per week. Based on volume, they should give a break in the price.

Building Director Goralski stated that they try to keep the fleet vehicles pretty clean. They usually don't use the entire amount budgeted.

Trustee Carbonaro asked if the part time additional staff member was eligible for IMRF.

Finance Director Martynowicz stated that if they work 1,000 hours per year (20 hours per week), they become eligible for IMRF.

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Trustee Reinke asked if it would be more efficient to hire two people at ten hours per week.

Building Director Goralski stated that it would be hard to train two people proficiently with only ten hours per week.

Trustee Arends stated that they could always hire four people at five hours per week but she didn't think there would be any continuity in the job that is being done.

President Wallace asked if the Building Inspector's salary would be removed from the final budget.

Building Director Goralski replied "yes".

**Public Works**

Public Works Director Dan Dinges stated that Public Works consists of Streets and Engineering, Water, and Sewer.

**Streets**

He stated that the Streets Department has a 3% decrease mainly due to decreasing the "Line Item" for tree trimming which related to the emerald ash borer issue. He reported that they are close to being completed with that project and under 1,000 trees are left to be removed. The contractor is scheduled to be done in the May/June timeframe. He stated that they created some new line items and moved things around so they can better track pavement patching, street light and landscape maintenance, etc. They will be separate line items instead of all clumped together. In regards to Personnel, the Streets Supervisor position has been vacant for some time and the Assistant Public Works Director is filling that role. They are proposing to continue that vacancy. They propose to add an MPA Intern to help with some of the administrative items. They will be pursuing grants and IEPA loans that require a lot of administrative applications and follow up. They also proposed an Engineering Intern but that has not been funded.

He stated that his Capital Outlay consists of the following: #1-LED Street Light Conversion for \$100,000 but they propose to strike this item and just increase the street light maintenance line item so they can continue to change 250 street lights per year out of 1,800 total. He stated that the grants for LED lights are sold out and now there is a backlog so the chances of getting that grant are questionable. He stated that the project must be done up-front and then you can apply for the grant.

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Administrator Salmons stated that it is not 100%. There is a significant amount of money that they would have to pay towards that as part of the local share. If they did get a grant, she didn't think that this was the year to plug \$100,000 to convert the whole town at once. They will keep up with it on a smaller scale.

Trustee Martin asked if they did 250 at a time, could they get reimbursed as they go.

Administrator Salmons stated that there were no grants out there at all right now so she could not answer that.

Public Works Director Dinges stated that they will be renewing in June but there is a backlog from those that did not get the grant in the past year. They will stay in contact and apply for grants when they become available. He stated that the incentive is also being decreased. They are now paying .30¢ per kilowatt hour saved and that number this year is being dropped to .20¢ per kilowatt hour saved. One of the issues with ComEd is that they are not recognizing it right now and their rate is staying the same. There are some lights with a fixed monthly fees so if they put in an LED light, the cost is the same until they are adjusted.

Trustee Reinke asked if this were a natural attrition and not a way to spend extra money.

Trustee Shipman asked if the new lights look the same as what is in there now.

Public Works Director Dinges stated that they put the LED lights down Newport to see how they look.

Administrator Salmons stated that the lights shine down and don't have the arch of the old ones.

Trustee Camerer asked the cost of one of the LED lights.

Public Works Director Dinges stated that they are \$350 each.

#2-Large Dump Trucks with plows, salt spreader and anti-icing equipment for \$120,000 (one Truck was not funded); #3-Mudjack Pump for \$12,000; #4-Small Dump Truck with plow and spreader for \$68,000; #5-2 Staff Vehicles for \$54,000; #6-Four Wheel Drive Pick Up Truck for \$35,000; #7-Wheel Loader for \$140,000; #8-Mower Lift for \$1,200; #9-15 Foot Wide Area Mower for \$28,000; #10-2 Computer Work Stations for \$3,000; #11-IPAD for JULIE Locator for \$1,300; #12-Street Sweeper was not funded; #13-Undercarriage Washer for \$1,400; #14-Broom attachment for Skid Loader for \$5,500; #15-Skid Loader Bucket with Teeth for \$2,000

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Trustee Martin asked what kind of cars would they be replacing the staff vehicles with.

Public Works Director Dinges stated the Ford Focus, Taurus or C-Max (which is like a Prius).

Professional Development is the same except for additional management training for one staff member. They have applied for a scholarship which would cut the price in half through the American Public Works Association. His Professional Associations are all the same.

President Wallace stated that there were a lot of items in the past that were asked for and not funded and it seems that there are a lot of brand new items.

Public Works Director Dinges stated that the staff vehicles were previously asked for. He sat down with the supervisors and they went through the list of things they needed and these were the priorities.

President Wallace stated that the Wheel Loader that is replacing a 1997 John Deere should have been replaced years ago. Is it getting dangerous.

Public Works Director Dinges stated that the maintenance costs will be going up and it already needs work. It is just one of those things that are a necessity and during the winter season you can't have a piece of equipment going down.

Trustee Camerer asked what this piece of equipment does.

Public Works Director Dinges stated that the Wheel Loader is the bucket load that loads the trucks with salt, pushes salt into the salt dome, loads stone, dirt and any type of material needed in the vehicles.

Trustee Camerer asked if it was used year-round.

Public Works Director Dinges stated "yes", it is used for mulch, wood chips, etc.

Water

Public Works Director Dinges indicated that they have no additions to staff except the split MPA Intern. He stated that there was not a lot of Capital Outlay but they will have a lot once a decision is made on the water source.

His Capital Outlay consists of the following: #1-Automatic Tank Mixer for the Stearns Road Ground Storage Tank for \$11,500; #2-New Roof for the Stearns Road Control Building for \$18,500; #3-12" EZ Valve Insertion at the Oneida Tower for \$9,200; #4-1-1/2"

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De-Watering Pump for \$950; #5-Portable Hand-Held Meter Reader with Charging Cradle for \$6,900; #6-4 Permanent Water Sampling Stations at \$3,600; #7- 2 Ferro-Magnetic Locators at \$1,800; #8-Acoustic Leak Detection Equipment for \$7,000.

The Professional Development and Associations had no changes from last year.

Trustee Carbonaro asked about Capital Outlay item #1 – if they are going to another water source, would they absolutely need this.

Public Works Director Dinges stated that it may be 5-10 years before they go to the other water source. Yes, it could be cut.

Sewer

Public Works Director Dinges stated that the Sewer Department is proposing a 3% decrease. He stated that they currently have a vacancy in a maintenance position and they propose to keep that vacant. It includes the shared MPA Intern position.

The Capital Outlay requests include: #1-Inline Grinder for Sludge De-Watering Equipment for \$15,000; #2-Sewer Cleaning Truck was not funded; #3-Sanitary Sewer Televising Camera for \$85,000.

Trustee Camerer asked what the cost is for the televising to be outsourced.

Public Works Director Dinges stated that it was about \$40,000 for the area north of the tracks and east of Oak.

Trustee Camerer asked if they do this every year.

Public Works Director Dinges stated that they hope to do a portion of the town every year.

Trustee Camerer stated that these were great ideas as far as buying equipment to be used instead of outsourcing. He thought the leak detection is another good idea.

Administrator Salmons stated that they identified the huge leak in the employee parking lot where they had to dig up half the lot last summer, and it was through the on-going televising and finding it proactively.

Public Works Director Dinges stated that with leak detection on water main breaks, if they cannot find it they have to call an outside company and wait for them to come out. If they have the equipment in the shop, they can go out and find it right away.

President Wallace asked if there was any on-going expenses to owning that equipment.

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Public Works Director Dinges stated that it has to be maintained with regular cleanings but in the long run it will pay for itself.

President Wallace asked them to come up with an agreement for them to clean the equipment for free for a couple of years.

Trustee Martin asked if the staff needs to be trained to use the camera.

Public Works Director Dinges stated that the training for his staff will be included.

Trustee Reinke asked how long the camera will last.

Public Works Director Dinges stated about seven to ten years.

Trustee Shipman asked if it was a tow-behind.

Public Works Director Dinges stated that they will use an existing trailer or an existing van.

#4-3 Chemical Storage Tanks for \$30,000; #5-8 Aerobic Digester De-Watering Tubes for \$50,000.

Professional Development and Association had no changes from last year.

Trustee Reinke asked what was the Government Affairs Seminar for \$75 on page 36.

Public Works Director Dinges stated that it is part of the waste water treatment plant where they get an update on EPA regulations.

Trustee Reinke asked about page 42 "Decrease use of odor control and microbes".

Public Works Director Dinges stated that if they have odor problems at the waste water treatment plant, they put fresheners out there. The plant has been running well and they have not had to use them.

Trustee Reinke wanted to make sure that they don't have any complaints.

Public Works Director Dinges stated that they have money in the budget just in case but didn't need as much as was budgeted.

Administrator Salmons stated that it really helped when they put the covers on.



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**Community Development**

Community Development Director Jim Plonczynski stated that his budget was decreased by 8%. His Personnel request includes a GIS Technician to assist the current GIS Specialist with the volume and demand of collecting and inputting data and producing maps for all departments within the Village, in addition to any additional work for taxing districts. They are reducing the code enforcement staff by one person. They will be down to two Code Officers due to retirement of one and an upcoming retirement of a second.

His Capital Outlay requests includes the following: Code Enforcement Vehicle at \$20,000; 3 Mini Light Bars or LED Beacons for \$1,300; 2015 Air Photo of Village for \$15,000.

Administrator Salmons stated that they have two air photos currently and residents look at them all the time. The old photo is outdated and people are having a hard time locating things.

Trustee Reinke asked what they specifically use it for.

Administrator Salmons stated that they use it for identifying things.

Community Development Director Plonczynski stated that it is a centerpiece in the Village Hall and people look at it all the time. They look for their homes, businesses, it is used with developers, etc. It is a great visual tool.

Trustee Shipman asked if it has a business purpose or is it just aesthetics.

Community Development Director Plonczynski stated that they use it with developers.

President Wallace stated that he has been with developers and they have viewed the map countless times.

Trustee Shipman asked if the \$15,000 includes all the maps in the building.

Community Development Director Plonczynski stated that it includes one big one and a smaller one for upstairs, plus several reduced size copies.

Trustee Reinke asked if they get them in electronic format.

Community Development Director Plonczynski stated that they didn't ask for that. They get the hard copy. He stated that they use the DuPage County air photos and Google maps. He can ask about the electronic copy but that might cost more.

Trustee Reinke asked why they pay for the aerial photos if they use Google maps.

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Community Development Director Plonczynski stated that the Google map is what they use for their air photo base and this is more for the visual in the hallway.

Trustee Martin asked when the last Google map was done and asked why they can't just enlarge that.

Community Development Director Plonczynski stated that it is copyrighted. They use DuPage County's air photos.

Trustee Shipman stated that he didn't think the resolution would be sufficient for a map that size.

Trustee Camerer asked if the GIS Department could do a street map of Bartlett that would give the same criteria without an aerial view.

Community Development Director Plonczynski stated that they could not do something at that scale and detail. They do a composite photo mosaic and it is ground truth to have accurate scale. The resolution would not be proper on a Google map and you can't maintain the scale that large.

His Professional Development and Professional Association remains the same. He stated that on page 9, the "Rebate" line item has increased. It is the last remaining rebate for Welch Brothers and they are selling a lot more concrete products, therefore increasing the rebate, therefore increasing the Village share of sales tax. It will expire next year.

Trustee Martin asked what kind of vehicle they would be considering for the code enforcement vehicle.

Community Development Director Plonczynski stated that they have trended towards the electric vehicles. He stated that the truck is convenient for collecting signs and that is why they would like to keep it.

President Wallace asked about the rust on the vehicle.

Community Development Director Plonczynski stated that it was hit in a remote parking lot and they are researching the costs involved with fixing it.

Trustee Shipman asked about the emergency board ups and asked if they recover these costs.

Community Development Director Plonczynski stated that they do. They use these funds for evictions, etc. and do try to recover it.

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President Wallace stated that the note holder is responsible for these costs.

Community Development Director Plonczynski stated that they found that when the bank takes over, they hire a management company and that company usually pays it.

President Wallace asked what the cost is for a board up.

Community Development Director Plonczynski stated that it depends what needs to be done. They try to break the door locks before breaking windows.

**Administration**

Assistant Village Administrator Paula Schumacher stated that their budget proposed a 6% decrease over last year. She stated that it maintains current programs, services and staffing. She stated that last February, the Board discussed civic group contributions and the ordinance approved goes into effect on June 1<sup>st</sup> of 2015. For the budget proposal, they left contributions to civic groups at the same level as the previous budget year. They have had requests such as Heritage Days (\$3,400), Arts in Bartlett (\$6,000), DuPage Senior Citizen Council (\$5,000) and Friends of the Bartlett Library (\$500). There is no out of state travel under Professional Development and it has remained the same as last year.

Trustee Reinke asked about DuPage Mayors and Managers Building Loan on page 11.

Administrator Salmons stated that it is a building loan that is several years old. When the DuPage Mayors and Managers decided to build a new building, several communities contributed and hold the mortgage of which is paid back every year.

Trustee Reinke stated that between the DuPage Mayors and Managers and Northwest Municipal Conference they have budgeted \$23,000 and \$22,065, respectively. He would like them to take a close look at which organization is utilized and which one is not. He stated that DuPage Mayors and Managers, in which he is active, has disappointed him. He wanted to make sure that they are evaluating and getting their monies worth.

Administrator Salmons stated that both organizations have State and Federal road money that they funnel through. The Board directed staff to try to get more FAU routes approved from DuPage Managers and Mayors and they did that. They have a lengthy FAU that that is approved making the Village eligible for LAP funds and future distributions.

Trustee Reinke wanted to see what they were getting from each organization.

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President Wallace stated that when he saw these numbers in previous years, they went through heavy due diligence as to what these organizations do. These two organizations do not overlap a lot. He stated that their fees are based about residents living in DuPage and he felt that it is definitely worth more due diligence. He asked for supporting figures to justify the costs.

Administrator Salmons stated that with the Northwest Municipal Conference, they have an application for the intersection of Route 59 and West Bartlett Road. There would be substantial improvements like turn lanes which would make it eligible for development. If you get the road money, it will pay for those memberships for a long time. You can't get the road money without the memberships.

**Professional Services**

Administrator Salmons stated that the Actuarial Consultant does the Police Pension actuarial every year and they split the cost with police pension to accomplish that. She stated that Professional Planners was budgeted at \$25,000 and that amount represents the local share for the RTA planning grant. She stated that Legal Services is down 7% and covers the prosecutor, Bryan Mraz, labor attorney, lobbyist, tow fee officer/administrative hearing officer and contingencies. Engineering Services (Burke) that may not be covered under the utility funds as well as contingencies for legal issues unanticipated.

Trustee Reinke asked how they were paying the Hearing Officer.

Administrator Salmons stated that they just starting having Hearings in January so they put that in there with an estimated amount. Now that they have a couple months experience, they are able to collapse those two, since he is here at the same time.

Trustee Reinke asked for that bottom line number.

Trustee Shipman stated that he is told that the Lobbyist does a lot for the Village and he would like to see who he is. He is paid \$2,000 per month and he has never seen the man/woman in this Chamber.

Administrator Salmons stated that he would come if it was requested.

Trustee Shipman stated that for \$24,000 per year, he should do it on his own.

Trustee Reinke echoed that and stated that they have never seen anything from Mr. Cullen.

Trustee Shipman stated that perhaps he is doing a lot below the surface.

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Administrator Salmons stated that they will make this request.

Trustee Carbonaro stated that on page 5 (Administration), he questioned the increase in Personnel Services.

Assistant Administrator Schumacher stated that they filled Steve Bosco's position and moved Scott Skrycki into that position. They didn't fill Scott's old position so they still have one opening.

There being no further business to discuss, Trustee Shipman moved to adjourn the Committee meeting and that motion was seconded by Trustee Martin.

**ROLL CALL VOTE TO ADJOURN**

**AYES:** Trustees Arends, Camerer, Carbonaro, Martin, Reinke, Shipman

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

There being no further questions, the meeting was concluded at 7:06 p.m.

**CALL TO ORDER**

President Wallace called the Committee of the Whole meeting back to order on the above date at 8:34 p.m. in the Council Chambers.

**ROLL CALL**

**PRESENT:** Trustees Arends (via webcam), Camerer, Carbonaro, Martin, Reinke, Shipman and President Wallace answered present.

**ABSENT:** None

**ALSO PRESENT:** Administrator Valerie Salmons, Assistant Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Assistant Finance Director Todd Dowden, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Food & Beverage Manager Paul Petersen, Chief Kent Williams, Deputy Chief Patrick Ullrich, Deputy Chief Joe Leonas, Deputy Chief Patrick Ullrich, Clerk Lorna Giless.

President Wallace stated that they will continue with the budget review.

Trustee Reinke asked that the Golf Department begin.

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**Golf**

Head Golf Professional Phil Lenz stated that revenues are projected to go down about 5% mostly due to the downturn of rounds of golf being played. They are budgeting about 35,500 which is a five year average. Expenses are going to decrease by 22% mostly due to the retirement of Bob Gavelek. They have several events set up for this season and they are excited. Under Capital Outlay they are requesting the following: Office HVAC Unit for \$13,500; 2 Display Units for Golf Shop at \$4,000 are not funded; Sealcoat and Restripe Parking Lot for \$12,000.

Under Professional Development the PGA Merchandise Show and Education Programs have not been funded. They have no new Personnel requests.

Trustee Reinke referred to page 9, "Automotive Supplies" and asked what kind of supplies are those.

Head Golf Professional Phil Lenz stated that it is due to the age of the golf carts.

Trustee Reinke verified that there are no vehicles assigned to the golf course. He asked about page 15, Utility Mower and asked if it is something they can push back.

Head Golf Professional Phil Lenz stated that the mower has outgrown its life expectancy by 2-3 years. It is integral to the Grounds operation since it does the approaches to greens as well as some of the mounds. It is vital to the appearance of the golf course.

President Wallace asked that if you eliminate someone's salary and benefits and do not add any employees, wouldn't the amount requested equal exactly what the estimated final is from last year minus everything that we paid Bob. He referred to page 9 under "Total Personnel" and questioned why the dollar amount difference from the last year to current did not equate to the \$150,000 salary of Bob Gavelek.

Finance Director Martynowicz stated that Bob did not retire until October so there was six months worth of expense in the estimate.

Trustee Arends left the meeting at 8:25 p.m.

Food and Beverage Manager Paul Petersen stated that he had no additions to Personnel and no Capital expenses and his Professional Development remained the same as last year.

Trustee Shipman commented on page 31 on the cost of \$450 for knife sharpening.

Trustee Reinke commented on page 33, Refrigerated Glass-Front Cooler and asked if



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the replacement was also custom.

Food and Beverage Manager Paul Petersen stated that the replacements are not custom. Maintenance on the existing old units was extensive.

His Capital Outlay consists of the following: #1-One Door T-23F True Freezer for \$2,900; #2-One Door T-23 True Cooler at \$2,800; #3-Refrigerated Glass-Front Cooler at \$3,300; #4-Portable Hot Box/Plate Warmer for \$6,000; #5-Twelve dance floor pieces, trim and new rack at \$2,600.

President Wallace asked if they charge a premium when they bring in their own food.

Food and Beverage Manager Paul Petersen stated that it is a premium. He stated that on weekends when they know they have openings, they allow these types of gatherings as a filler.

Administrator Salmons asked how many additional wedding bookings have they acquired that need the larger accommodations.

Food and Beverage Manager Paul Petersen stated that so far there are four with counts of about 250. During the off season, when people were booking, they only had an artist rendering of what the room would look like. Many of the interested parties had estimated counts of 200-250 people and the normal would have been 140-160, so people are envisioning a larger count just being in the room.

Trustee Reinke asked about advertising which has a \$20,000 budget. He asked if they examine how effective the different advertising mechanisms are.

Food and Beverage Manager Paul Petersen stated that they will have a couple of computer literate individuals go through Google analytics and see how many people have hit the websites and where they are coming from. The other providers such as The Knot, Wedding Wire, Here Comes the Guide, provides detailed information. He stated that "The Knot" has about 78 venues and Bartlett Hills has 52 positive 5 star reviews, the most amount of positive reviews of any other wedding venue.

Trustee Martin asked if they do any wedding expos.

Food and Beverage Manager Paul Petersen stated that they do not. He felt that the website reviews are a huge factor for brides.

President Wallace asked how they stack up to those that don't have any reviews.

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Food and Beverage Manager Paul Petersen stated that they were right in the middle. They are in the process of putting together a tiered wedding package with hopes to get a lot more add-ons.

Administrator Salmons stated that from an overall perspective regarding the golf expenses, they are projecting that the whole operation this coming year will break even and that hasn't happened in many, many, years. She is very pleased to tell this to the Board and looks forward to it playing itself out this year and she is very confident that it will happen.

President Wallace caveated that and stated that he thought it will make money this year. He has every bit of confidence with the size of the banquet room and the new energy that it will be successful.

Food and Beverage Manager Paul Petersen stated that Masters weekend is coming up and they will piggy-back on that and offer Thursday through Sunday, a couple of food specials such as egg salad sandwiches and pimento and cheese at a reduced rate as well as the Georgia Peach for a drink item.

Assistant Administrator Schumacher stated that since the bar area is larger, they can accommodate that without spilling into the banquet area. It has given them a lot more flexibility for the smaller golf events.

Trustee Martin suggested a March Madness.

Trustee Reinke referenced page 39 and stated that the staff performed \$500 worth of services to chip in and he appreciated that. He stated that he knew that the Board has been hard on the golf course and he knew it was challenging. He thanked them for their hard work.

Food and Beverage Manager Paul Petersen stated that they were more than happy to pitch in.

Administrator Salmons stated that there is a list of supported community civic events and they currently have additional requests of which the staff has not responded. She asked if the Board wanted to expand the list.

President Wallace suggested that his opinion is to do what they have been doing for the past ten years.

Trustee Camerer asked how much was being requested.

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Administrator Salmons stated \$500 to Friends of the Library.

Trustee Shipman asked if the list changed from last year besides the addition of the request to the Friends of the Library.

Administrator Salmons stated that one decreased from \$8,000 to \$5,000.

Trustee Shipman stated that the total has gone down so let's lock it.

President Wallace suggested that they lock it, also.

Administrator Salmons stated that Police Department has a presentation on the Incident Command Vehicle.

Chief Kent Williams did a presentation on the proposed Incident Command Vehicle. He explained when it would be used and how often. It is a police emergency command post for a multitude of different scenarios. It seats 12 and has the ability to monitor multiple news agencies simultaneously. He stated that it is designed to get personnel out of the elements and create a meeting space for command staff and an ability to have computers, GIS and intelligence from outside sources. It is designed to be a viable source of operational efficiency for 25 years. He would not have asked for it if it was coming out of his Operations budget.

Trustee Camerer asked if it had a bathroom.

Chief Williams stated "no".

Trustee Reinke reiterated that no taxpayer dollars will be used to fund this vehicle.

Chief Williams stated that it all came from drug seizure money.

President Wallace asked if it will be decaled.

Chief Williams stated that it would, as well as the following statement: "This vehicle purchased with money seized from drug forfeiture".

Trustee Martin asked if this vehicle was in stock.

Chief Williams stated "yes".

Trustee Shipman recognized that it will be paid with forfeiture money, but from a Trustee perspective, why don't we use the money to buy some other things that are being paid

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with taxpayer money.

Chief Williams stated that with the task force, there are restrictions. If it is a permanent part of the operational budget like buying a new fleet or purchasing gas, it falls outside of the auspice of what the monies can be used for. It is declared on what you cannot use these monies for and is pretty specific. They want police departments to use this for things they would not budget for and can use operationally immediately. They could hire a new officer and pay his salary but that would be an additional officer with additional insurance, pension, etc. and he didn't think it was a wise way to use the money.

Trustee Martin asked if they could use the money for a second canine.

Chief Williams stated that he believes they could and it would cover the dog, training and vehicle.

Trustee Martin asked if there would be any money left over if they purchase the vehicle.

Chief Williams stated that there would be considerable money left over.

Trustee Camerer stated that this money was not a constant stream.

Chief Williams stated that they will not allow you to use it for things in the budgetary obligation because the relationship could sever tomorrow.

Trustee Camerer stated that they could get another dog but if the money ran out than it's another expense in the budget.

Chief Williams stated that the training is on-going and maintenance of the animal as well as the vehicle is an on-going expense.

Trustee Camerer stated that with the vehicle, if the money runs out, it just sits there.

President Wallace stated that the money cannot be used for maintaining this vehicle.

Chief Williams stated that it would come out of his vehicle maintenance allotment.

President Wallace asked if this was the "Cadillac" model.

Chief Williams stated that they could get one half the size but then you have half the uses for it. He stated that it is not the "Cadillac", it is more like the "Chevy" as compared to what the Federal government buys.

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President Wallace asked if it was bullet proof.

Chief Williams stated that it was not.

Trustee Shipman asked how long the unit is.

Chief Williams stated 30 feet and does not require a CDL license.

Trustee Shipman stated that the long range planning is about a facility and yet there is no parking at the Police Department. Where will it be parked.

Chief Williams stated that along the north side if they move the present command post and the speed trailers, they could get it parked there.

Trustee Shipman stated that it's easy to spend drug money because it's not taxpayer money. He had concerns when they are going to spend \$300,000 on a vehicle that will be used a couple times per year and parked outside.

Chief Williams stated that he is right – it will be parked outside but will be used approximately thirty times per year.

Trustee Carbonaro asked if it would fit in the garage by the water tower.

Chief Williams stated that they have not researched that. They are all cramped for space and was not sure of the Public Works space.

Trustee Shipman stated that there has been very early talks about a new Public Safety facility and he made his views on that very public. He thought this would be a great thing to have parked inside of some type of garage or covering but that facility may or may not happen at all and could be 5-10 years down the road. He hated to see it sitting outside.

Trustee Martin asked if there was space at the Water facility.

Public Works Director Dinges stated 'no'.

President Wallace suggested negotiating the price to \$280,000 and building a carport with the remainder.

The Board did a Voice Vote for the purchase of a Command Vehicle.

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VOICE VOTE TO PURCHASE COMMAND VEHICLE

AYES: Trustees Camerer, Carbonaro, Martin, Reinke

NAYS: Trustee Shipman

ABSENT: Trustee Arends

MOTION CARRIED

President Wallace stated that they were at the point where they would do something about the electricity tax.

Administrator Salmons stated that she talked to Trustee Reinke before the meeting and stated that if there was appropriate direction to the staff, they would prepare whatever ordinance or resolution to take action on.

President Wallace stated that the staff carved out money from the budget to eliminate XX amount of dollars to the utility tax.

Attorney Mraz stated that the Electric Utility Ordinance is based on terms and usage tax. They were pretty close when they projected the initial revenue from incorporating this tax initially, so if they get a dollar amount, they will convert it to term language and pass an ordinance. It must go to ComEd and meet their billing schedule and time. It won't be effective immediately but once it kicks in, it will reduce the electricity tax.

Trustee Reinke stated that from a budget perspective, they are going to decide to cut the electric utility tax and work backwards from there to cut from the budget.

Administrator Salmons stated that those cuts have already been made. When you look at the amount of cuts in this budget, it far surpasses the \$300,000 level.

Trustee Reinke stated that he looks forward to seeing that ordinance.

Trustee Martin asked what the total revenue was for the electric tax.

Finance Director Martynowicz stated \$600,000 for the electric tax.

Trustee Martin suggested cutting it over a 3-4 year period.

Administrator Salmons stated that she is comfortable if the Board cuts the electric tax in half and does it in one resolution. The budget that has been reviewed can accommodate that cut.

Trustee Carbonaro suggested that they also remove half of the gas tax also as a reduction.



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President Wallace asked if he thought they found \$800,000 in extra spending and cut it out.

Trustee Carbonaro stated that half of the gas tax would be \$500,000.

President Wallace stated \$500,000 (gas) plus \$300,000 (electric).

Trustee Carbonaro stated that he didn't say "plus". If they were going to start, why start on the electric, start on the gas since it is a little higher.

Trustee Shipman stated that they would have to cut another \$200,000 from the budget.

President Wallace estimated that they have cut about \$300,000 from the original budget so why wouldn't they use \$300,000 as the amount to reduce the electric tax by. That is what they agreed on – find as much as they can and prepare the ordinance.

Administrator Salmons stated that it is not quite as neat but part of those savings that they have been doing for years will help them have the flexibility to eliminate that. There are eight positions that are still open and that comes to about \$700,000. She stated that some of those might have to come back at some point, but as long as they are saving as they go along, that is an exact science. It certainly leads them to the position to be comfortable and she is comfortable with a 50% cut out of the electric tax which is \$300,000.

President Wallace stated that they should not stop at \$300,000. He wanted everyone to understand that they are consistently over the Fund Balance because at this time they should be pushing on the underside of them, if anything, because people are still scraping by. With U-46 not stopping on their tax increases, it is going to get worse.

Finance Director Martynowicz stated that the General Fund has a lot of flexibility.

President Wallace stated that he would like to see the Village working on a lesser margin and residents getting more of a margin than backwards.

Trustee Martin suggested that every year they give a rebate since they don't know what the Governor is going to do.

Trustee Reinke stated that they budget on an annual basis and there is no way to know exactly what is going to happen. His point it well taken and the staff has very clear direction that they will cut the electric utility tax in half and there will be an ordinance to vote on at the next meeting.

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Administrator Salmons commented that regarding the Fund Balance, she understands having it on the underside. She stated that keeping it right in the middle helps them with flexibility. When you have a lot of residents and Board members wanting a \$500,000 stop light, sometimes that flexibility helps. They got the emerald ash borer taken care of more quickly than any other town because they had that flexibility. It is important because you don't know what could possibly happen in the future.

President Wallace agreed.

Trustee Reinke asked if they needed to re-evaluate the bond policy.

Administrator Salmons stated that they are well within the bond policies. If they start playing the underside too far, then they can't do anything out of the ordinary since they are locked in. She thought that flexibility has been important to the residents and the issues brought before the Board.

President Wallace stated that the general perception of folks that he has talked to would rather have the Village pinching versus the residents saying that they have been doing this for four years. He appreciated everyone's work on this and stated that it has been a real challenge.

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

**ROLL CALL VOTE TO ADJOURN**

**AYES:** Trustees Camerer, Carbonaro, Martin, Reinke, Shipman

**NAYS:** None

**ABSENT:** Trustee Arends

**MOTION CARRIED**

There being no further questions, the meeting was concluded at 9:21 PM.

  
Lorna Gilles  
Village Clerk



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1. CALL TO ORDER

President Wallace called the regular meeting of April 7, 2015 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:12 p.m. in the Council Chambers.

2. ROLL CALL

PRESENT: Trustees Camerer, Carbonaro, Martin, Reinke, Shipman, President Wallace were present. Trustee Arends attended remotely via webcam.

ABSENT: None

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Assistant Finance Director Todd Dowden, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Food & Beverage Manager Paul Petersen, Chief Kent Williams, Deputy Chief Joe Leonas, Deputy Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Andrew Weiss from Faith World Outreach Church 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.

There were none.

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



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

**AYES:** Trustees Arends, Camerer, Carbonaro, Martin, Reinke, Shipman  
**NAYS:** None  
**ABSENT:** None  
**MOTION CARRIED**

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT

Finance Director, Jeff Martynowicz summarized the Municipal Sales Tax Report for fiscal year 2014/15 as of January, 2015 to be at \$1,663,065 and indicated that it represents a 1.07% increase over the same time period last year. He stated that the Motor Fuel Tax Allotment Report reflects revenues through February, 2015 and the year to date revenue is \$876,070 and that represents a 0.06% increase from the same time period last year. He noted that as part of the Governor's proposal, and the sweeping of the funds, it does include the Motor Fuel Tax Allotments that the Village receives so they may be short by about \$45,000 this year.

9. PRESIDENT'S REPORT

President Wallace stated he wished to appoint a new member to the Plan Commission by the name of Tom Connor.

Trustee Shipman moved to consent to the appointment of Tom Connor to the Plan Commission and that motion was seconded by Trustee Camerer.

**ROLL CALL TO CONSENT TO THE APPOINTMENT OF TOM CONNOR TO THE PLAN COMMISSION**

**AYES:** Trustees Arends, Camerer, Carbonaro, Martin, Reinke, Shipman  
**NAYS:** None  
**ABSENT:** None  
**MOTION CARRIED**

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Shipman stated that there has been some grading and excavation on Prospect Avenue and wondered if it was good news for the flood control project.



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Administrator Salmons stated that it is the beginning of the long awaited flood control project that is funded in large part by the federal government for about \$3.5 million dollars. They will begin on Prospect and it provides relief further up north by Taylor. They will be doing some retention ponds also. She stated that it is a big project that is finally getting off the ground.

Trustee Shipman asked if they had a rough completion date.

Administrator Salmons stated that it would be completed by next Spring. These flood control improvements will benefit the residents immediately.

Trustee Carbonaro asked the Village Administrator to include the utility tax removal topic to the next meeting agenda to discuss and possibly vote.

#### 11. TOWN HALL

##### **Christine Winger, State Representative for District 45**

Ms. Winger introduced herself as the new State Representative of District 45 and stated that her office was open and ready to service the Board and its constituents. She stated that her office is located at One Tiffany Point in Bloomingdale, IL and she is ready to serve and appreciated the opportunity.

President Wallace stated that they would be looking forward to updates from Mr. Rauner.

##### **Dale Dwyer, 860 Kingston Lane**

Mr. Dwyer asked the Board to consider not doing a Downtown TIF District. He stated that over the last numerous years the Village has spent almost \$70,000 in marketing funds to find out that the Town Center is nothing but a convenience center. He stated that it will never be a destination center and he didn't think that a TIF District would revitalize the downtown. He stated that in the last month they lost the florist from Bartlett Plaza and nobody comes downtown. Residents don't like going through town and are using Devon to get out. He asked the Board to not consider a TIF District. He asked if they could find some money in the budget to replace the flag on the flag pole at Village Hall which is tattered, ripped and torn.

President Wallace stated that there will be an actual meeting, above and beyond the required Public Hearing, for the TIF. It will pre-curse the meeting on June 2<sup>nd</sup>. He stated that residents requested a special time set aside for businesses and residents on the proposed TIF.

Dennis Cortesi asked for some time to speak during the Committee of the Whole meeting.



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12. STANDING COMMITTEE REPORTS

A. PLANNING & ZONING COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that there was no report.

B. BUILDING COMMITTEE, CHAIRMAN MARTIN

Trustee Martin stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN REINKE

Trustee Reinke presented Resolution 2015-22-R, A Resolution Approving of Change Order Number 1 to the Contract Between the Village of Bartlett and Walter Daniels Construction Company, Inc.

Assistant Administrator Paula Schumacher stated that they received and reviewed Change Order Number 1 from Walter Daniels on the Bartlett Hills expansion project, and it includes a series of changes with a net total Change Order of \$12,979.35. It brings the total project to \$188,479.35 and was completed on time and \$61,520.65 under the original project budget.

She stated that the following items were in the change order and many of the items were due to concealed conditions:

➤ Structural Repairs \$5,732.40

In the Banquet Room the roof was not supported by the existing girder truss, but rather the exterior wall. This could not be determined from the existing building plans and could not be seen until the drywall ceiling was removed. The wall they intended to move for the expansion was a load bearing wall. With the addition of header beams to support the roof and the use of existing steel columns, the wall could be safely removed for the expansion. The architect, Mark Lindstrom, worked with the contractor to do this work on a time and materials basis which significantly reduced the cost.

➤ New Bar Top \$3,437.17

The Board gave direction to replace the laminate on the new bar top.

➤ Partition System Track \$2,262.65

It was determined that the existing partition track system could be modified so as to match the existing wall partitions. This allowed the columns to be reduced in size and opened up additional floor space. A soffit was constructed to house the tracking system for the partition.





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➤ Repair Bar Soffit \$5,991.02

The soffit in the bar area was pulling away from the ceiling and in danger of collapse. This was not visible, but discovered when the ceiling was removed in the bar area. The soffit had to be completely removed and the wall behind it replaced. The drywall behind and around the existing soffit was deteriorated and required replacement as well.

➤ Electrical Revisions \$3,859.83

The trim around the light fixtures in the bar room were no longer available so new trim was required. Also, to better service the bar area additional outlets for cable and electricity were installed in the bar area at our request. Two cable TV outlets were relocated and two were added. Two additional electricity outlets and a new under cabinet light was added at the bar. The architect worked with the contractor to lower the cost of these items.

➤ Bar Tile, Wall and Flooring \$2,878.91

The existing bar structure was significantly deteriorated from water seepage and mold buildup over the years. The entire bottom track was corroded and required replacement. The existing floor behind the bar was delaminating as well. The extent of the water damage was not revealed until the counter top and the sink were removed. The contractor rebuilt the existing walls and removed and reinstalled a new floor. To prevent future water seepage, a 12" high ribbon of cement board was installed at the base of the wall along with water resistant plaster then both were covered with a fiberglass reinforced panel.

➤ Replace Bar Ceiling Tile \$2,643.40

The existing ceiling tiles in the bar area were too discolored and smoke stained to match with the new area. All the ceiling tiles were replaced and the grid was repainted. The Bartlett Hills staff assisted with the grid painting to reduce the cost of this item.

➤ Wood Flooring \$2,326.03 **credit**

There was a \$9,000 allowance in the bid for a wood floor in the bar area. The floor selected cost \$6,673.97 for the credit of \$2,326.03

President Wallace asked if the flooring was a wood-laminate.

Assistant Administrator Paul Schumacher stated that it was a wood-laminate.

President Wallace asked how many square feet it is.



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Assistant Administrator Paul Schumacher stated 833 square feet.

Trustee Reinke asked why the soffit was pulling away from the ceiling.

Architect, Mark Lindstrom stated that when they took the ceiling down, they noticed that the soffit was hung by two wires. They were lucky that it never fell down and hurt someone. They basically had to tear the whole thing down and re-do it. The original soffit was not hung by the trusses, it was hung by the drywall which was structurally unsafe. He stated that when they removed the bar sink they found that the drywall was rotted and the metal studs were corroded. They rebuilt it with new metal studs, cement board and FRP (Fiberglass Reinforced Panel) so it will never be an issue again.

Trustee Martin stated that he liked that they saved \$61,000. He asked when the last time was that the building was inspected.

Assistant Administrator Paul Schumacher stated that a lot of that would not have been seen without opening up the walls.

Trustee Martin asked about the kitchen.

Architect Mark Lindstrom stated that the kitchen has FRP in it.

Trustee Martin asked if there is anything else that needs to be fixed.

Architect Mark Lindstrom did not know.

Trustee Martin stated that they saved \$61,000 but they should make sure that the whole facility is in good, safe, condition for the employees as well as residents to avoid a lawsuit.

Assistant Administrator Paul Schumacher stated that there are no safety issues. They fixed the tripping hazard between the patio and the doors and did not feel that there was anything outstanding. She stated that the kitchen is inspected on a regular basis.

Trustee Martin asked if the back bar also has a soffit.

Assistant Administrator Paula Schumacher stated that there is nothing anticipated because it is tiled.

President Wallace asked if they checked the back bar for FRP.

Architect Mark Lindstrom stated that it does not have FRP.



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President Wallace asked them to check that. If they are going to improve this facility, it should be done right.

Attorney Mraz stated that they didn't want to have "project creep" and have additional add-ons such as matching the bar counters.

President Wallace stated that there is a difference between maintenance and improvement. If there is a dangerous environment with mold growing in the back bar then it should be fixed.

Assistant Administrator Paula Schumacher stated that they will see if there is a way to look at that without doing demolition.

Trustee Martin asked how it looked.

Assistant Administrator Paula Schumacher stated "lovely". She stated that she is stunned at how different the bar looks. It has an entirely different feel and is very open and bright.

Trustee Carbonaro stated that when sitting at the bar you can count how many balls are in the water.

Architect Mark Lindstrom stated that the contractor, Walter Daniels Construction Company did an outstanding job and were the best contractor he ever worked with.

Trustee Camerer stated that he has not seen it yet but he has heard a lot of good reports from the people that he sees on a daily basis that have been there. He thought it was great and he was also pleased that they were able to save the taxpayers \$9,000 on the windows that were not replaced.

Trustee Reinke wanted to clarify that this Change Order was for work already completed.

Assistant Administrator Paul Schumacher stated "yes".

Trustee Reinke asked if they anticipate any additional Change Orders.

Assistant Salmons stated that they are done and the first wedding is this weekend.

Trustee Carbonaro asked the Building Director about the back bar.

Building Director Brian Goralski stated that the back bar is not used as much and they would have to completely remove the sinks to see the extent of damage, if any. He did not expect the water damage to be an issue but they will check.



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Trustee Reinke moved to approve Resolution 2015-22-R, A Resolution Approving of Change Order Number 1 to the Contract Between the Village of Bartlett and Walter Daniels Construction Company, Inc. as presented and that motion was seconded by Trustee Martin.

**ROLL CALL TO APPROVE RESOLUTION 2015-22-R, APPROVAL OF CHANGE ORDER NUMBER 1 TO WALTER DANIELS CONSTRUCTION.**

AYES: Trustees Arends, Camerer, Carbonaro, Martin, Reinke, Shipman  
NAYS: None  
ABSENT: None  
MOTION CARRIED

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CARBONARO  
Trustee Carbonaro stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SHIPMAN  
Trustee Shipman stated that there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN ARENDS  
Trustee Arends presented Resolution 2015-23-R, A Resolution Approving the Agreement Between the Village of Bartlett and Synagro Central, LLC.

She stated that Synagro has disposed of the biosolids at the wastewater treatment plant for the Village since 1990. The Village received three proposals and Synagro was the lowest proposer with very satisfactory performance.

Trustee Arends moved to approve Resolution 2015-23-R, a Resolution Approving the Agreement between the Village of Bartlett and Synagro Central, LLC, and that motion was seconded by Trustee Camerer.

**ROLL CALL TO APPROVE RESOLUTION 2015-23-R, APPROVING THE AGREEMENT WITH SYNAGRO CENTRAL, LLC.**

AYES: Trustees Arends, Camerer, Carbonaro, Martin, Reinke, Shipman  
NAYS: None  
ABSENT: None  
MOTION CARRIED



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13. NEW BUSINESS

Trustee Arends asked if the staff could talk with IDOT to do something with the corner of Route 59 and West Bartlett Road because there is no street light there and it is prone to accidents.

Chief Williams stated that is it in the top 3 or 4 accident intersections.

Trustee Arends stated that some lighting will help that situation.

Chief Williams stated that they will reach out to IDOT to correct it as soon as possible.

President Wallace stated that they are looking at that intersection because it is one of the 5% top accident locations in the State of Illinois and that earmarks it for funding. He stated that they would not want to put up a light until they have completed negotiations with the State.

Trustee Martin congratulated and acknowledged two newly elected Trustees in the audience, Ray Deyne and Adam Hopkins, as well as TL Arends. He asked Trustee Arends if this was her ninth or tenth term.

Trustee Arends stated that it was her seventh.

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Camerer stated that this past weekend, the Village had an opportunity to see thousands of people come into town. He complimented the Police Department, who kept things safe and well controlled, and stated that residents gathered for the Easter egg hunt. The Lions Club and the Village Church of Bartlett hosted these events. The gazebo park had 45,000 eggs and approximately 3,000 to 5,000 people showed up. He stated that he was proud of the Village and it was a great opportunity to have people come in, interact, and see Bartlett for what it's worth.

15. ADJOURNMENT

There being no further business to discuss, Trustee Martin moved to adjourn the regular Board meeting and to reconvene the Committee of the Whole meeting, and that motion was seconded by Trustee Shipman.



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ROLL CALL VOTE TO ADJOURN

AYES: Trustees Arends, Camerer, Carbonaro, Martin, Reinke, Shipman

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:45 p.m.

Lorna Gilles  
Village Clerk

LG/



**VILLAGE OF BARTLETT**  
**COMMITTEE MINUTES**

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President Wallace called the Committee of the Whole meeting to order at 7:46 p.m.

Present: Trustee Arends (via webcam), Camerer, Carbonaro, Martin, Reinke, and Shipman

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

**PLANNING & ZONING COMMITTEE**

**Rt. 59/Stearns Road Improvements**

Chairman Camerer asked Community Development Director Jim Plonczynski to review the agenda item.

J. Plonczynski explained that the Board had requested traffic data and information relative to a signal at Norwood Lane. Brent Coulter and Chief Williams can answer any questions regarding that information. As you may recall, the original design for the project showed the dual left turn lanes and the barrier median. This is on the east leg of Stearns Road and Rt. 59, the new Walgreens right here (referring to exhibit), the daycare center, and Braintree Lane. There was some concern from the property owners and the Brewster Creek shopping center tenants and owner. The Mayor wrote a letter asking IDOT and DuPage County to reconsider the configuration of the access onto Stearns Road. The Mayor had originally asked for a turn lane to allow the left turn ingress/egress out of the shopping center across the new configuration. When IDOT and DuPage County engineers designed it, they didn't just do the left turn lane out accommodation, they reconfigured the intersection turn lanes and put an eastbound lane to allow you to turn north into the shopping center and the daycare center; they removed the dual left turn lanes and went down to one left turn lane. That caused some concern from the Village's traffic consultant and the Chief about the turning coming across the intersection at a high rate of speed, getting in this lane (referring to exhibit), and then turning into the shopping center. There was concern at the last discussion expressed by some of the Trustees about that movement, when the shopping center has an ingress/egress north on Rt.59 into the Walgreens and further north in the original entrance. We went back to IDOT and DuPage County and back to the original comments in the Mayor's letter, which reflected the ingress/egress but basically the egress from the shopping center to allow the left turn lane out to maintain that. Our traffic consultant worked with the County, and this median

(referring to exhibit) will basically be a barrier from the intersection eastward to about where the Walgreens property is at, then it will be a striped median, and you can turn left into the daycare center which is far enough away from the intersection, and then continue and turn left onto Braintree Lane.

Trustee Martin asked if a U-turn can be done from that location.

J. Plonczynski responded yes, you can still do a U-turn here and there (referring to exhibit). Also the County felt that the existing pork chop, at the entrance to the shopping center is not configured properly and it would need to be redesigned to prevent anyone from doing the left turn movement; it's not a movement that anyone should practice, but with the way the pork chop was, it was easy to do that. They would extend this lip here (referring to exhibit) so that it would prevent that left turn. It would truly be a right-in only and the left out would still be allowed to come across the new lanes of traffic and go left. The County still will insist on prohibiting the left out during the peak hours – the am and pm peak. This design is where we are at right now. We still have the Norwood Lane intersection with the traffic signal. Dan Dinges has put some cost estimates in the staff memo on the traffic signal and the necessary improvements at Norwood Lane, if the Board chooses to do that. Brent Coulter, Dan Dinges, and Chief Williams are present to answer any questions.

Trustee Reinke stated that Mr. Coulter had objections to the revised design plan; the second plan. He asked if that is a correct statement.

B. Coulter explained that he was concerned, specifically, about the left turn in and the loss of the dual left turn storage capacity going from two lanes westbound to just one lane.

Trustee Reinke asked Mr. Coulter his thoughts on the revised plan dated 2/26/15.

B. Coulter responded that one of the advantages it has over the previous version, is by eliminating that long left turn lane at Brewster Creek, we were able to maintain the dual left turns westbound to southbound at the intersection. That's important because the projected storage of those two lanes from the stop bar on Rt. 59 going east is roughly 125-130 feet with two lanes. With the single lane, that storage increases to about 270 feet. During most of the peak hour and some of the off-peak hour, with a single westbound left turn lane, Brewster Creek is going to be blocked from inbound or outbound traffic just because of the loss of capacity. It also lowers the level of service for that leg of the intersection from E, which is not the greatest but is tolerable, to F which is not very good to say the least. That's the advantage of the latest concept which has that big channelizing island that would prohibit left turns in, otherwise it would still allow the left turns out of Brewster Creek during the off-peak hours.

Trustee Martin asked what the intersection is rated currently.

B. Coulter responded that it is currently rated slightly below level of service D.

Trustee Martin stated that if we left it alone, it's doing better than any of the proposed designs.

B. Coulter explained that the overall intersection level of service is rated D. The east leg of the intersection operates at level of service E because priority timing is given to Rt. 59 not to the east and west legs of Stearns Road. He cautioned that because IDOT is treating this as a 3-R project, meaning repair, rehab, and resurfacing, even though they are adding lanes and upgrading signals, their design horizon is basically right now. The more we take away from what they have planned to do, the less capable we are of addressing the traffic needs five, ten or fifteen years down the road. That's concerning as a traffic engineer.

President Wallace asked, in terms of housing, where are more people going to move into, east of that intersection.

B. Coulter explained that in terms of traffic demand, most of the demand is going to occur on Rt. 59.

President Wallace stated that he has an issue with people bringing up increased traffic congestion in a particular intersection. Don't you have to look at the surrounding area and say, east of that intersection, is there any building where people could increase the population where it would increase the traffic?

B. Coulter responded that is part of the process. That process did not occur on this particular project, however, because of the way it was classified by IDOT. There was no looking ahead. He stated that he understands President Wallace's point and would agree that most of the traffic increase through the intersection is going to be on Rt. 59, but there's only so much green time available to serve all the traffic moving through the intersection. Because Rt. 59 is a strategic regional arterial, it's going to get the majority of green time in terms of intersection operation. Even if things stay the same on Stearns Road, but traffic increases on Rt. 59 over the next five or ten years, which is expected, conditions are going to worsen on Stearns Road. The concern is with a single westbound left turn lane, they're going to be much worse than they would be with the dual left turn lanes that IDOT had originally proposed.

Trustee Reinke asked Mr. Coulter's thoughts on the left turn into the daycare center parking lot.

B. Coulter explained that as Jim mentioned, we are further away from the intersection. The daycare circulation is one way – you enter from Stearns and you exit onto the Brewster Creek access drive. You can't enter the daycare from Brewster Creek, so the option that Walgreens and some of the other stores have in terms of their customers entering from Rt. 59, does not exist for the daycare because of the one-way flow through that facility. That's why, under either of the most recent two scenarios that modify the original dual left turn lanes scenario that IDOT came up with, there would be a left turn lane serving the daycare center.

Trustee Reinke asked if there are any safety concerns with that.

B. Coulter responded that there's a risk that you might get some shopping center traffic turning left and entering the shopping center if they can't make a left turn directly into the center of Brewster Creek. He stated that the access that exists to the Brewster Creek Shopping Center on Rt. 59, the right-in/right-out just north of Walgreens and full access further north and even Norwood at the extreme north, is sufficient to handle the demand that would enter otherwise with a left turn from Stearns into Brewster Creek. That is something to be thinking of. Someone asked if a U-turn is legal from that left turn lane that would be striped at the daycare center, and the answer is yes. You can make a U-turn there or you could make a U-turn, as originally planned, at Braintree with the barrier median if you wanted to go east and come back west to enter Brewster Creek or the daycare center at that point.

Trustee Reinke asked if Mr. Coulter is recommending the most recent plan.

B. Coulter responded that he has made his position clear from the very beginning at every public meeting, which is favoring the original IDOT proposal. The advantage in the most recent concept is that we are able to maintain the dual left turn lanes westbound. That means less cost to the Village if you ever have to go back to the original concept and close off by extending the barrier median across Brewster Creek and the daycare. It also means if we're going to allow left turns out of Brewster Creek, there's going to be more room and more times during the day, during the off-peak hours, where that left turn out is available because you are going to have two lanes to store westbound left turn traffic instead of a single lane. There is an advantage to the most recent concept that didn't exist with the second concept that was discussed at the last Committee of the Whole meeting.

President Wallace commented that DuPage County and IDOT have traffic professionals and thought that the prior plan was the approved one that we were looking at. Then, all of a sudden, we as a Village, second-guessed those plans.

J. Plonczynski responded yes. This is the one that they came back to us with after the letter that was written to maintain this exist out of the shopping center across there. They actually went a little further than just maintaining the exit. There was some concern at our last meeting and then that's where they went with this (referring to design).

Chairman Camerer asked if you could still cut across the striped area.

J. Plonczynski responded yes, the barrier starts right about there (referring to exhibit) and there will be a sign there saying no left turn, so you can cut right through the striped area.

Trustee Martin added that you can do that only at certain times.

J. Plonczynski stated that the County is insisting on that only during the non-peak hours.

Trustee Shipman stated that it is important to get the numbers on the Norwood traffic signal.

D. Dinges responded that in discussions with IDOT and Mr. Coulter, the signal alone at Rt. 59 and Norwood would cost approximately \$350,000. At the same time, we know we have issues on Norwood with Dunkin' Donuts drive-thru and doing work at the eastern end of Norwood going towards Braintree to restrict eastbound traffic. So, \$150,000 was added for the work on Norwood to help facilitate the signal at Rt. 59 and Norwood.

Trustee Shipman stated that IDOT wouldn't necessarily oppose it, but as far as they are concerned, it is up to the Village – they want nothing to do with it. And, the cost would be approximately \$500,000.

Trustee Martin asked if there is going to be a cut-out on one of the berms by Dunkin' Donuts to help traffic.

D. Dinges responded that we have looked at putting a right-in/right-out north of Norwood onto Rt. 59; that would help some of the traffic congestion that happens at that entrance. We have also looked at trying to reconfigure or widen the driveway that heads north off of Norwood into that area. Currently, the cars back up onto Norwood, so we would try to alleviate that at the same time. Once you put a signal there, you have to be able to manage all the traffic.

Trustee Carbonaro asked how the cost estimate went from \$350,000 to \$500,000.

D. Dinges explained that the \$350,000 is just for the signal work, and then there is the cost estimate for the roadwork on Norwood. Those are rough numbers – if we were told to pursue the construction, we could get more detailed figures.

Trustee Carbonaro stated that he thought IDOT offered to cover the cost of the electronics to synchronize the two lights.

D. Dinges responded that there is some discussion as far as interconnecting Stearns and Rt. 59.

Trustee Shipman asked Chief Williams for the crash information that was requested. Stearns and Rt. 59 is historically in that top tier of crash locations.

K. Williams responded that Rt. 59 and Stearns is usually number one.

Trustee Shipman stated that in the three years of research, there were 172 traffic crashes at that location.

K. Williams responded yes.

Trustee Shipman clarified that 20 of those, or a little better than 10%, were related to traffic movements into or out of Brewster Creek.

K. Williams responded yes.



Trustee Shipman clarified that 14 of those 20 were vehicles turning left out of the shopping center onto eastbound Stearns Road.

K. Williams responded yes.

Trustee Martin asked if any of those crashes were fatalities.

K. Williams responded not in the last three years, but consistently that intersection is number one for physical injury accidents and property damage. He clarified that he is referring to the intersection proper – right in the middle of the intersection of Stearns and Rt. 59. At the actual entrance, about 100 or so feet east of the intersection into the access to Brewster Creek, there are not so many physical injury accidents. It's the intersection itself, right in the middle, where there is the most concern – higher speed, a lot of movement, a lot of confusion, a lot of trucks, etc. The dual lefts have always been the answer as far as the Police Department is concerned.

Trustee Martin asked if we do the dual lefts, are we going to have the white lines to indicate to stay in your lane while turning going across Rt. 59.

J. Plonczynski responded that they usually put those in on the striping pattern on the street.

Chairman Camerer opened the meeting to the audience for comments.

D. Cortesi, 707 Fairview Lane, stated that he is also one of the general partners of the Brewster Creek Shopping Center. He stated that he was also one in the group that worked on a compromise and plan with DuPage County and IDOT. He stated that he was shocked to hear that Bartlett went back without telling us to ask for further changes. The compromise that we worked out was the best plan for the site. To get IDOT, DuPage County, residents, and the shopping center to agree on something is very difficult. He stated that there is virtually unanimous support among all the residents and commercial users for the compromise plan and letters have been sent in. He pointed out that we all endorsed and pushed Walgreens in the community. With the plan, you're entering by the garbage area and behind the building and circling around to get from Rt. 59 to the front of the Walgreens door. There's a certain amount of fair play that should be considered when dealing with a company like Walgreens. They should be able to rely on us to hold good for where we stood on those issues. IDOT and DuPage County thought that we were taking a situation that was okay, but making it safer. We had a plan that everyone was agreeing with. Why Bartlett went back is not understandable under any circumstances. The residents have been struggling for a long time to come up with a plan that would lower the traffic count. The current plan would increase the traffic count tremendously because if you go straight east on Stearns Road and realize that you can't make a left, where's the first place you are going to turn – Braintree Lane, the place where we are trying to lower traffic counts. The plan that was approved by DuPage County and IDOT and will be endorsed by all the commercial users and by the residents is the compromise plan. If there is any further planning, we would like to be involved and not hear about the day before it goes to the Committee of the Whole.



R. Lewis, 868 Braintree Lane, stated that about a year and a half ago, the residents of the Braintree/Norwood area stood in front of the Board and said they didn't think the new Walgreens was a good idea, but if the Village was truly willing to work in ways to reduce or eliminate traffic in the neighborhood, we would be okay with the Walgreens approval. Many of the trustees commented that it was the sentiment of the residents was well appreciated and committed to work with the residents to solve the traffic problem. Now is the time to follow up on that commitment. It is abundantly clear that at this point, any of the plans that have come into plan, including the most recent plan, will, in fact, increase traffic on Braintree and Norwood. The new plan, for instance, with no turn at peak hours, really allows the people that are visiting the mall area no way out, outside of cutting down through the neighborhood. Without a traffic light at Norwood and Rt. 59, that's really their only option. All the solutions seemed to be tied to adding the traffic light at Norwood and Rt. 59. It certainly is a very expensive proposition. He stated that he questions the additional expense beyond the traffic light, but would defer to the experts on that. However, the fact that it is expensive is something that, much like the improvements at the golf course, you have to make plans for the long term. Right now, a short term plan that doesn't include the traffic light only leads to increased problems in the future. There will be increased traffic at the entire area. As soon as there is development on the north side of the Oil Masters – increased traffic; soon as a new tenant moves into the old Walgreens – increased traffic; nothing decreases the traffic through the area. Mr. Cortesi is correct with the proposed new plan in that, if Norwood was not closed to that through traffic, people will come down to Braintree and cut through the neighborhood just to get back around. We think the signal is very, very important to the overall traffic in the neighborhood including completely closing Norwood, not just the one way. He stated that he would help coordinate an effort amongst the neighbors to help pressure IDOT and state politicians to try to figure out way to help with the funding as well as finding some fundraising type of campaigns to help pay for the closing of Norwood.

Trustee Martin commented that there is give and take with all the plans. The original plan had two lanes, then it was cut down to one lane for turning only and we were concerned about traffic accidents. The best plan is the one on the board, but it has to go hand-in-hand with adding the light at Norwood Lane. You can put up signs that read no through traffic but that's not going to do any good. He stated that he has been to the new Walgreens and entered off of Rt. 59 and did not see any garbage. It's not too hard to just circle around to the front entrance.

Trustee Reinke asked what staff would like from the Board.

Administrator Salmons responded that the actual document that will come to the Board is a letter of intent from the Board which commits to paying those items that we have asked for - \$47,000, for the interconnect, the bike path, and the sidewalk. But, as part of that they do want to know which of the options the Board thinks is the most viable because they want Bartlett's participation. If you pick the option that limits the access based on peak hour, they want a commitment that we are going to sign and enforce that. By default, in addition to the letter of intent, they want Bartlett to agree with one of the options or some other combination thereof that has come along.

Chairman Camerer asked what the timeframe might be.

Administrator Salmons responded that there isn't a set timeframe, but certainly they would like it as soon as possible. As a point of clarification, however, it is IDOT and DuPage that have come up with these different options. We didn't go back to them after the last one and say we want changes because the Board was still deliberating option one and option two at the time that IDOT and DuPage decided they wanted to come up with option 3. So, that's what you have here – three different options. Would you like us to look at some amalgamation of those that maybe has a chance of sending less people into the neighborhood? There ought to be some compromise that can do that, but provide the same level of safety; importantly, though, we keep the dual lefts throughout the intersection itself because as the Chief will tell you, when you talk about safety, that's the real key to this entire improvement.

Trustee Martin asked if a speed limit sign could be placed by the daycare center of 5 or 10 miles per hour. If we are feeding people in by Walgreens, we don't want them speeding by the daycare drop off.

Administrator Salmons asked if Trustee Martin was referring to the daycare private property.

Trustee Martin suggested that the Village encourage the daycare to put a sign up.

Trustee Shipman commented that he understands what everyone has said. He stated that this project has been one of the more challenging things to make a decision on because of Mr. Lewis' activity and his interest in what is going on. He stated that he also has a passion for the safety of all residents, but particularly when it comes to traffic safety, it is something that he is very interested in. This is one of those things where if you could turn back the clock and redesign the whole intersection, you would. But, unfortunately we can't, so we have to look at the different options and decide what works the best. Sometimes that is a very utilitarian point of view – where's the most benefit for the most amount of people. Sometimes that is a very targeted point of view. This is a difficult one. It is very hard to talk about this intersection and not talk about the intersection at Norwood Lane. They are kissing cousins and they have to be a part of the same package. He stated that he appreciated Dan's work on the rough numbers, but would encourage the remaining Board members and the staff to work on trying to make that something in the future because the residents have valid concerns. The traffic light on Rt. 59 and Norwood Lane is an important component to whatever is done at the intersection. That being said, he also has to put a lot of weight into what the experts have said. The experts are the Chief of Police and the traffic engineer as well as the IDOT and DuPage County experts and what they have told us about how the intersection should look. It's a difficult balancing act; it's not easy to make a decision. He stated that whatever the Board does, it needs to involve some traffic alleviation for that neighborhood, which would involve some type of signalized effort at Norwood Lane. Of the three versions, at this moment, he stated that he would favor the third one the most.

Trustee Carbonaro agreed with Trustees Shipman and Martin. He stated that the Board has to put a lot of thought into making a decision, however, there is an important part that we are missing. There are two daycare centers there – one on Stearns Road that currently has 100 children; that's roughly 100 drivers just for that daycare center and one

that is closer to Norwood Lane that has 110 children, all between the ages of 6 months and 7 years old. On a daily basis, there are two buses from each one of those daycare centers that take the children to different schools and pick them up. They don't go out Rt. 59, they don't go out to Stearns because they can't get out – they go down Braintree Lane. Out of the 210 children there, they are 210 family members that are driving down Braintree to get back to Stearns Road. Sixty percent of the people who have their children at the two daycares live in Bartlett. They have to go east on Stearns; maybe not all of them but a large majority of them. There is no safe way to left on to Stearns Road out of the egress at the Walgreens. We did make an improvement on the egress on Rt. 59; we made it wider so it would accommodate higher speed turns into the shopping center. There are two businesses there that can't get out and do their normal traffic to get out of the center. No matter what we do, if we don't do the light at Norwood, we are creating more traffic on Braintree Lane. The first option is probably the best on. It eliminates a lot of moving parts along Stearns Road but we would have to put the light at Norwood to give people a safe way, and the families picking up children, to go home safely for dinner. We heard statements that we have had this set up for 24 years and nothing has changed. Was the Dominick's there 24 years ago? There are a lot of things that weren't there and a lot of the egresses are grandfathered because at one point in time, Rt. 59 was two lanes with a soft shoulder. Now it's six lanes so the frontage road has encroached upon certain egresses where you are within walking distance to Rt. 59. There's too many moving parts too close to Rt. 59. He stated that the only choice he would make is the original plan where we don't allow a left turn there. He asked if there have been any fatalities at that intersection.

K. Williams responded no, not in the last three years of data.

Trustee Carbonaro stated that he did do some research and talk to the businesses there. The daycare center has little kids trying to get home and that's a big portion of the moving parts at that parking lot. He stated he would appreciate the Board taking that into consideration.

Trustee Reinke stated that he would like to see some further evaluation of what needs to be done at Norwood Lane and how those improvements would be funded. He stated that it seems the consensus is whatever option is adopted, the improvements at Norwood would be done as well. He asked for more research and a funding plan to do those improvements.

Administrator Salmons responded that staff will bring that information to the Board.

President Wallace suggested that the Board start thinking about this in stages where we do something and then see what the result is. No one really takes into account the fact that if we widen the Stearns portion of the road, maybe a lot of problems that we think are there now, will be solved. We should get something done, then see the result and if it's not working that way, move onto something else.

Trustee Martin asked the number of commercial parcels available north of Oil Masters.

J. Plonczynski responded that there really is just one parcel. The property looks big, but most of it is a wetland.

D. Cortesi stated that they didn't like the first IDOT option and then went for the compromise that if we did the compromise and it wasn't working, for whatever reason, the additional costs to go back to the original plan would only be \$20,000.

Trustee Shipman stated that the big issue with the second plan was the lack of two left turn lanes. And that's something that you can't change for \$20,000. You would have to re-engineer the entire intersection. What they may have been talking about is if we did this and didn't like it, you could fix it for \$20,000 but you wouldn't be able to send it back to a two left turn lane intersection.

J. Plonczynski added that it would be expensive because you would only have your one left turn lane and you'd go back to dual lefts. You would have to reconfigure the signals too. There was some talk that if this left turn lane into the shopping center didn't work (referring to exhibit), you could put barricades up here and just close this exit off and close this entrance (on exhibit).

There being no further comments or questions, it was the consensus of the Committee of the Whole to direct staff to get more information on the Norwood Lane improvements including a funding plan.

Trustee Arends left the meeting at 8:25 p.m.

President Wallace stated that the Committee meeting will continue with the review of the proposed 2015-16 budget.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/21/2015**

**100-GENERAL FUND REVENUES**

**410110-REAL ESTATE TRANSFER TAX**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JASON ACKLEY	TRANSFER TAX REFUND	693.00
<b>INVOICES TOTAL:</b>		<b>693.00</b>

**430300-VILLAGE FINES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CLERK OF THE CIRCUIT COURT	COOK CO COURT CASE PAYMENT	26.00
** 1 ISABEL SOTO-LOPEZ	REFUND/OVERPAID FINE	14.00
<b>INVOICES TOTAL:</b>		<b>40.00</b>

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DEARBORN NATIONAL	MONTHLY INSURANCE - APRIL 2015	2,856.77
<b>INVOICES TOTAL:</b>		<b>2,856.77</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SEMINAR REGISTRATIONS/LODGING	1,072.78
** 1 IL ENVIRONMENTAL HEALTH ASSOC	CONFERENCE REGISTRATION	105.00
<b>INVOICES TOTAL:</b>		<b>1,177.78</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ICSC DUES RENEWAL	50.00
<b>INVOICES TOTAL:</b>		<b>50.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	BUDGET DINNER	272.55
1 LB MEDWASTE SERVICES INC	WASTE CONTAINER PICK UP	389.00
<b>INVOICES TOTAL:</b>		<b>661.55</b>

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM SUPPLIES	741.62
<b>INVOICES TOTAL:</b>		<b>741.62</b>

**546900-CONTINGENCIES**

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



**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/21/2015**

**	1	CARDMEMBER SERVICE	MEETING/TRAINING REFRESHMENTS	394.65
	1	FLAGS USA INC	U.S. FLAG	70.00
**	1	SAM'S CLUB	FOOD PURCHASES/CLUBHOUSE TV'S	45.90
	1	PAULA SCHUMACHER	BARTLETT HILLS BRIDAL ROOM CHAIR	269.32
				<u>INVOICES TOTAL:</u>
				<u>779.87</u>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	225.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	150.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	675.00
		<u>INVOICES TOTAL:</u>
		<u>3,050.00</u>

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MAILFINANCE	LEASE PAYMENT	434.37
		<u>INVOICES TOTAL:</u>
		<u>434.37</u>

**523110-LEGAL PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	LEGAL PUBLICATIONS	177.00
		<u>INVOICES TOTAL:</u>
		<u>177.00</u>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERI-SHRED INC	PAPER SHREDDING SERVICES	140.00
		<u>INVOICES TOTAL:</u>
		<u>140.00</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	TRANSFER TAX LABELS	235.00
		<u>INVOICES TOTAL:</u>
		<u>235.00</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
**	1 CARDMEMBER SERVICE	IGFOA SEMINAR REGISTRATION	180.00
		<u>INVOICES TOTAL:</u>	
		<u>180.00</u>	

**1500-COMMUNITY DEVELOPMENT**

\*\* Indicates pre-issue check.



**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/21/2015**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOWARD J VITEK	DESIGN WORK/TRADE SHOW BOOTH	525.00
	<b>INVOICES TOTAL:</b>	<b>525.00</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	MARKERS/CORRECTION FLUID	12.58
	<b>INVOICES TOTAL:</b>	<b>12.58</b>

**1600-BUILDING**

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MR CAR WASH	VEHICLE DETAIL/CLEANING	65.00
	<b>INVOICES TOTAL:</b>	<b>65.00</b>

**526005-PLAN REVIEW SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	857.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	784.00
1 LINDSTROM ASSOCIATES LLC	BARTLETT HILLS EXPANSION	1,500.00
	<b>INVOICES TOTAL:</b>	<b>3,141.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRIS HENEGHAN	PLUMBING LICENSE RENEWAL	150.00
1 CHRIS HENEGHAN	BACKFLOW CERTIFICATION RENEWAL	20.00
	<b>INVOICES TOTAL:</b>	<b>170.00</b>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERI-SHRED INC	PAPER SHREDDING SERVICES	60.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,500.00
1 VERIZON WIRELESS	WIRELESS SERVICES	563.78
	<b>INVOICES TOTAL:</b>	<b>2,123.78</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	850.44
	<b>INVOICES TOTAL:</b>	<b>850.44</b>

**526000-VEHICLE MAINTENANCE**

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

**VILLAGE OF BARTLETT  
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1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	593.10
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	26.85
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	64.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	30.80
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	66.56
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	26.85
1 MR CAR WASH	MARCH CAR WASHES	224.31
1 ULTRA STROBE COMMUNICATIONS INC	SPOTLIGHT BULB REPLACEMENT	11.95
1 ZIMMERMAN FORD INC	VEHICLE MAINTENANCE	100.00
<b>INVOICES TOTAL:</b>		<b>1,145.32</b>

**526050-VEHICLE SET UP**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT REMOVAL	250.00
<b>INVOICES TOTAL:</b>		<b>250.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABILITY AWARDS INC	PLAQUES/ENGRAVING	607.26
** 1 CARDMEMBER SERVICE	DEER TRAIL CAMS/LOCKS	409.96
1 KALE UNIFORMS - ASR	UNIFORM SHOES/BUTTONS	112.58
1 OUR DESIGNS INC	AWARD/ENGRAVING	317.90
** 1 SAM'S CLUB	FOOD PURCHASES/CLUBHOUSE TV'S	143.53
1 WAREHOUSE DIRECT	TONER	260.25
<b>INVOICES TOTAL:</b>		<b>1,851.48</b>

**530125-SHOOTING RANGE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SARGE'S RANGE SERVICE INC	SHOOTING RANGE MAINTENANCE	639.50
1 TEM ENVIRONMENTAL INC	FIRING RANGE MONITORING PROJECT	940.00
<b>INVOICES TOTAL:</b>		<b>1,579.50</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	8,778.47
<b>INVOICES TOTAL:</b>		<b>8,778.47</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PENS/PAPER PADS	152.06
<b>INVOICES TOTAL:</b>		<b>152.06</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANYTHING UNDER THE SUN	PAINT TOUCH UP FOR OPEN HOUSE	493.53
<b>INVOICES TOTAL:</b>		<b>493.53</b>

\*\* Indicates pre-issue check.

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**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KATHRYN R JUZWIN	TRAINING/CONSULTING SERVICES	3,375.00
	<b>INVOICES TOTAL:</b>	<b>3,375.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRIME ANALYSTS OF ILLINOIS	MEMBERSHIP RENEWAL	35.00
1 INT'L ASSOC OF LAW ENFORCEMENT	ANNUAL MEMBERSHIP RENEWAL	85.00
	<b>INVOICES TOTAL:</b>	<b>120.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	OPEN HOUSE STICKERS/GIVEAWAYS	152.50
	<b>INVOICES TOTAL:</b>	<b>152.50</b>

**1800-STREET MAINTENANCE**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	100.86
1 UNIFIRST CORP	UNIFORM RENTAL	100.86
1 UNIFIRST CORP	UNIFORM RENTAL	165.21
1 UNIFIRST CORP	UNIFORM RENTAL	101.66
	<b>INVOICES TOTAL:</b>	<b>468.59</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN MESSAGING	WIRELESS SERVICES	28.00
1 COMCAST	VPN SERVICE	2.11
1 CONTINENTAL WEATHER SERVICE	MONTHLY WEATHER FORECASTING	150.00
1 VERIZON WIRELESS	WIRELESS SERVICES	182.74
1 VERMEER-ILLINOIS INC	EQUIPMENT RENTAL	1,500.00
	<b>INVOICES TOTAL:</b>	<b>1,862.85</b>

**524230-SNOW PLOWING CONTRACTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 S & B PLOWING & SNOW	SNOW PLOWING SERVICES	1,080.00
	<b>INVOICES TOTAL:</b>	<b>1,080.00</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	1,124.98
1 ZIMMERMAN FORD INC	VEHICLE MAINTENANCE	472.00
	<b>INVOICES TOTAL:</b>	<b>1,596.98</b>

\*\* Indicates pre-issue check.

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**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIG/STREET LIGHT MAINT	1,001.00
<b>INVOICES TOTAL:</b>		<b>1,001.00</b>

**527140-TREE TRIMMING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TREES R US INC	TREE REMOVAL SERVICES	9,956.20
1 TREES R US INC	TREE REMOVAL SERVICES	8,091.86
1 TREES R US INC	TREE REMOVAL SERVICES	4,801.50
1 TREES R US INC	TREE REMOVAL SERVICES	8,144.14
<b>INVOICES TOTAL:</b>		<b>30,993.70</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOMASZ & MARTA AUGUSTYNSKI	REIMBURSEMENT/DAMAGED MAILBOX	99.95
1 CRESCENT ELECTRIC SUPPLY CO	LIGHTING SUPPLIES	117.39
1 CRESCENT ELECTRIC SUPPLY CO	LIGHTING SUPPLIES	424.41
1 CRESCENT ELECTRIC SUPPLY CO	LIGHTING SUPPLIES	405.00
1 WILLIAM HAYLES	REIMBURSEMENT/DAMAGED MAILBOX	425.78
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	397.01
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS	129.00
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS	50.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	20.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	20.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	20.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	10.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	20.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	20.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	20.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	20.00
** 1 RANDALL NOTTINGHAM	REPLACE FOUNTAIN CENTER FEATURE	4,723.40
1 STEINER ELECTRIC CO	ELECTRICAL SUPPLIES	1,859.34
1 STEINER ELECTRIC CO	STREET LIGHTING SUPPLIES	5,126.04
<b>INVOICES TOTAL:</b>		<b>13,927.32</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	210.35
<b>INVOICES TOTAL:</b>		<b>210.35</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NAPA AUTO PARTS	AUTOMOTIVE SUPPLIES	1,373.25
1 O'REILLY AUTOMOTIVE INC	AUTOMOTIVE SUPPLIES	688.83
1 WEST SIDE TRACTOR SALES CO	AUTOMOTIVE SUPPLIES	476.76

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 2,538.84

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PULL TOWELS/CLEANING SUPPLIES	225.02
1 WAREHOUSE DIRECT	PAPER TOWELS	148.76
<u>INVOICES TOTAL:</u>		<u>373.78</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	FUEL FILTERS	11.96
1 INTERSTATE BATTERY SYSTEM OF	BATTERY	110.95
1 RUSSO'S POWER EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	114.49
1 STANDARD EQUIPMENT CO	STREET SWEEPER SUPPLIES	381.60
1 VERMEER-ILLINOIS INC	CREDIT - RETURNED ITEMS	-97.00
1 WEST SIDE TRACTOR SALES CO	CREDIT/OVERPAYMENT	-145.10
<u>INVOICES TOTAL:</u>		<u>376.90</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 AMERICAN PUBLIC WORKS ASSOC	SEMINAR REGISTRATION FEES	33.33
<u>INVOICES TOTAL:</u>		<u>33.33</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JMA DESIGN BUILD LLC	DESIGN SERVICE/BUILDING ADDITION	733.33
<u>INVOICES TOTAL:</u>		<u>733.33</u>

**4200-MUNICIPAL BLDG PROJECTS EXP**

**584023-GOLF COURSE FACILITY IMPROV**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LUDWIG INTERIORS INC	DRAPERY/CORNICE INSTALLATION	2,177.50
<u>INVOICES TOTAL:</u>		<u>2,177.50</u>

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

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TONY FRADIN	INDUSTRIAL SUMMIT REGISTRATION	70.00
<u>INVOICES TOTAL:</u>		<u>70.00</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TONY FRADIN	ONLINE TRAINING REGISTRATION FEE	435.00

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 435.00

**5000-WATER OPERATING EXPENSES**

**520025-ELGIN WATER AGREEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CITY OF ELGIN	ELGIN WATER BILL	267,106.53
<u>INVOICES TOTAL:</u>		<u>267,106.53</u>

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	41.47
1 UNIFIRST CORP	UNIFORM RENTAL	41.47
1 UNIFIRST CORP	UNIFORM RENTAL	41.47
1 UNIFIRST CORP	UNIFORM RENTAL	41.47
<u>INVOICES TOTAL:</u>		<u>165.88</u>

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-4	10,480.33
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-7	2,293.33
<u>INVOICES TOTAL:</u>		<u>12,773.66</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	182.74
<u>INVOICES TOTAL:</u>		<u>182.74</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	430.00
<u>INVOICES TOTAL:</u>		<u>430.00</u>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JMA DESIGN BUILD LLC	DESIGN SERVICE/BUILDING ADDITION	733.33
<u>INVOICES TOTAL:</u>		<u>733.33</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTEGRYS ENERGY	ELECTRIC BILL	529.01
1 INTEGRYS ENERGY	ELECTRIC BILL	1,807.40
1 INTEGRYS ENERGY	ELECTRIC BILL	3,709.31
1 INTEGRYS ENERGY	ELECTRIC BILL	765.70
1 INTEGRYS ENERGY	ELECTRIC BILL	3,846.80
1 INTEGRYS ENERGY	ELECTRIC BILL	10,402.05

\*\* Indicates pre-issue check.



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INVOICES TOTAL: 21,060.27

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HACH CO	TEST KITS/SUPPLIES	354.86
	<u>INVOICES TOTAL:</u>	<u>354.86</u>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VIKING CHEMICAL CO	CHEMICAL SUPPLIES	1,656.25
	<u>INVOICES TOTAL:</u>	<u>1,656.25</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NAPA AUTO PARTS	AUTOMOTIVE SUPPLIES	36.68
	<u>INVOICES TOTAL:</u>	<u>36.68</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PULL TOWELS/CLEANING SUPPLIES	225.02
1 WAREHOUSE DIRECT	PAPER TOWELS	148.76
1 WAREHOUSE DIRECT	FILE ORGANIZER	10.06
	<u>INVOICES TOTAL:</u>	<u>383.84</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 AMERICAN PUBLIC WORKS ASSOC	SEMINAR REGISTRATION FEES	33.33
	<u>INVOICES TOTAL:</u>	<u>33.33</u>

**500000-WATER FUND**

**121054-WATER/SEWER BILLING A/R**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WILLIAM HAYES	REFUND/WATER BILL OVERPAYMENT	498.50
	<u>INVOICES TOTAL:</u>	<u>498.50</u>

**5100-SEWER OPERATING EXPENSES**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
	<u>INVOICES TOTAL:</u>	<u>264.88</u>

\*\* Indicates pre-issue check.

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**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	182.74
<b>INVOICES TOTAL:</b>		<b>182.74</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENVIRONMENTAL RESOURCE ASSOC	ANALYTICAL TESTING	590.83
<b>INVOICES TOTAL:</b>		<b>590.83</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JMA DESIGN BUILD LLC	DESIGN SERVICE/BUILDING ADDITION	733.34
<b>INVOICES TOTAL:</b>		<b>733.34</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTEGRYS ENERGY	ELECTRIC BILL	61.01
1 INTEGRYS ENERGY	ELECTRIC BILL	87.17
1 INTEGRYS ENERGY	ELECTRIC BILL	79.55
1 INTEGRYS ENERGY	ELECTRIC BILL	231.30
1 INTEGRYS ENERGY	ELECTRIC BILL	95.43
1 INTEGRYS ENERGY	ELECTRIC BILL	237.05
1 INTEGRYS ENERGY	ELECTRIC BILL	230.98
1 INTEGRYS ENERGY	ELECTRIC BILL	225.18
1 INTEGRYS ENERGY	ELECTRIC BILL	117.75
1 INTEGRYS ENERGY	ELECTRIC BILL	324.06
1 INTEGRYS ENERGY	ELECTRIC BILL	208.15
1 INTEGRYS ENERGY	ELECTRIC BILL	308.93
1 INTEGRYS ENERGY	ELECTRIC BILL	378.50
1 INTEGRYS ENERGY	ELECTRIC BILL	1,136.22
1 INTEGRYS ENERGY	ELECTRIC BILL	31,268.71
1 INTEGRYS ENERGY	ELECTRIC BILL	86.19
1 NICOR GAS	GAS BILL	22.98
1 NICOR GAS	GAS BILL	78.06
1 NICOR GAS	GAS BILL	24.16
1 NICOR GAS	GAS BILL	24.02
1 NICOR GAS	GAS BILL	76.12
<b>INVOICES TOTAL:</b>		<b>35,301.52</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	275.74
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	765.41
1 PETROLIANCE LLC	MATERIALS & SUPPLIES	230.55
1 PETROLIANCE LLC	MATERIALS & SUPPLIES	436.10
<b>INVOICES TOTAL:</b>		<b>1,707.80</b>

\*\* Indicates pre-issue check.

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**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	403.78
	<b>INVOICES TOTAL:</b>	<b>403.78</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NAPA AUTO PARTS	AUTOMOTIVE SUPPLIES	645.67
	<b>INVOICES TOTAL:</b>	<b>645.67</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BENCHMARK SALES & SERVICE OF IL INC	REPLACEMENT PUMP	8,400.00
1 COLUMBIA PIPE & SUPPLY CO	EQUIPMENT MAINTENANCE SUPPLIES	9.23
1 COLUMBIA PIPE & SUPPLY CO	EQUIPMENT MAINTENANCE SUPPLIES	39.05
1 CVM COMPANIES LLC	WWTP BLOWER MOTOR REPLACEMENT	2,023.00
1 FASTENAL CO	EQUIPMENT MAINTENANCE SUPPLIES	98.15
1 LAKESIDE EQUIPMENT CORP	MOTOR	2,197.00
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	20.37
1 WEST SIDE ELECTRIC SUPPLY INC	FLUORESCENT LIGHTS	87.60
	<b>INVOICES TOTAL:</b>	<b>12,874.40</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 AMERICAN PUBLIC WORKS ASSOC	SEMINAR REGISTRATION FEES	33.34
	<b>INVOICES TOTAL:</b>	<b>33.34</b>

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	MATS	12.00
1 UNIFIRST CORP	MATS	12.00
1 UNIFIRST CORP	MATS	12.00
1 UNIFIRST CORP	MATS	12.36
	<b>INVOICES TOTAL:</b>	<b>48.36</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	122.40
	<b>INVOICES TOTAL:</b>	<b>122.40</b>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR METRA PAY BOXES	24.95
	<b>INVOICES TOTAL:</b>	<b>24.95</b>

\*\* Indicates pre-issue check.

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**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BURKE SOUND & SECURITY CORP	NEW BURGLAR ALARM INSTALLATION	4,150.00
1 SLYCORD CLEANING SERVICES INC	WINDOW CLEANING SERVICES	85.00
<b>INVOICES TOTAL:</b>		<b>4,235.00</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LIFTEK INC	INSTALLED NEW LADDER EXTENSIONS	275.00
<b>INVOICES TOTAL:</b>		<b>275.00</b>

**534333-PURCHASES - GOLF CLUBS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIZUNO USA INC - NDC	GOLF CLUBS/MISC. MERCHANDISE	285.87
1 NIKE USA INC	GOLF CLUBS	112.28
1 NIKE USA INC	GOLF CLUBS	834.39
<b>INVOICES TOTAL:</b>		<b>1,232.54</b>

**534335-PURCHASES - MISC GOLF MDSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLICGEAR USA	MISC. GOLF MERCHANDISE	147.00
1 MIZUNO USA INC - NDC	GOLF CLUBS/MISC. MERCHANDISE	1,310.00
1 SUNICE USA INC	MISC. GOLF MERCHANDISE	534.76
1 SUNICE USA INC	MISC. GOLF MERCHANDISE	63.32
<b>INVOICES TOTAL:</b>		<b>2,055.08</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DURAGUARD	FLOOR COVERINGS/ENTRANCE REPAIR	4,246.00
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHT BULBS	111.75
<b>INVOICES TOTAL:</b>		<b>4,357.75</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	FOOD PURCHASES/CLUBHOUSE TV'S	2,113.72
<b>INVOICES TOTAL:</b>		<b>2,113.72</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AC FURNITURE CO INC	LOUNGE CHAIRS AND BARSTOOLS	873.97
<b>INVOICES TOTAL:</b>		<b>873.97</b>

**5510-GOLF MAINTENANCE EXPENSES**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/21/2015**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	GREENS MAINTENANCE SUPPLIES	2,099.16
	<b>INVOICES TOTAL:</b>	<b>2,099.16</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	60.05
	<b>INVOICES TOTAL:</b>	<b>60.05</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	GREENS FLAGS/FLAG STICKS	924.88
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	361.70
	<b>INVOICES TOTAL:</b>	<b>1,286.58</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYCO INTEGRATED SECURITY LLC	EQUIPMENT BATTERY REPLACEMENT	80.00
	<b>INVOICES TOTAL:</b>	<b>80.00</b>

**5520-GOLF DRIVING RANGE EXPENSES**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	NYLON RANGE BANNERS	261.58
	<b>INVOICES TOTAL:</b>	<b>261.58</b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	SYSTEM INSPECTION FEES	133.05
1 COMPLETE BAR SYSTEMS INC	BEER SYSTEM SET-UP	110.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	174.91
	<b>INVOICES TOTAL:</b>	<b>417.96</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SLYCORD CLEANING SERVICES INC	WINDOW CLEANING SERVICES	40.00
	<b>INVOICES TOTAL:</b>	<b>40.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	129.94

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/21/2015**

INVOICES TOTAL: 129.94

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	21.59
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	19.67
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	13.75
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	100.05
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	150.61
<u>INVOICES TOTAL:</u>		<u>305.67</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	90.00
1 GREAT LAKES SERVICE	OVEN REPAIRS	560.07
<u>INVOICES TOTAL:</u>		<u>650.07</u>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CITY BEVERAGE	BEER PURCHASE	49.54
1 ELGIN BEVERAGE CO	BEER PURCHASE	104.09
1 EUCLID BEVERAGE LTD	BEER PURCHASE	410.00
1 EUCLID BEVERAGE LTD	BEER PURCHASE	112.95
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	26.93
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	155.91
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	67.45
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	256.53
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE	273.44
1 SCHAMBERGER BROS INC	BEER PURCHASE	277.80
1 SCHAMBERGER BROS INC	BEER PURCHASE	354.38
1 SCHAMBERGER BROS INC	BEER PURCHASE	254.71
1 SOUTHERN WINE & SPIRITS	LIQUOR PURCHASE	297.76
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	236.63
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	783.33
1 TURANO BAKING CO	FOOD PURCHASE	73.33
1 TURANO BAKING CO	FOOD PURCHASE	72.51
1 WIRTZ BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	595.31
<u>INVOICES TOTAL:</u>		<u>4,402.60</u>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 CINTAS FIRE PROTECTION	SYSTEM INSPECTION FEES	133.05
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	53.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	174.92

\*\* Indicates pre-issue check.



**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/21/2015**

1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	158.67
<b>INVOICES TOTAL:</b>		<b>549.14</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BARTLETT WOMAN'S CLUB	ADVERTISING/SPRING FASHION SHOW	70.00
1 DEX MEDIA	ADVERTISING	265.70
<b>INVOICES TOTAL:</b>		<b>335.70</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SLYCORD CLEANING SERVICES INC	WINDOW CLEANING SERVICES	40.00
<b>INVOICES TOTAL:</b>		<b>40.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	49.44
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	19.68
1 SIGN-A-RAMA	WEDDING BANNER	45.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	100.05
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	183.78
<b>INVOICES TOTAL:</b>		<b>397.95</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	OVEN REPAIRS	560.07
<b>INVOICES TOTAL:</b>		<b>560.07</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CITY BEVERAGE	BEER PURCHASE	49.54
1 ELGIN BEVERAGE CO	BEER PURCHASE	104.09
1 EUCLID BEVERAGE LTD	BEER PURCHASE	76.92
1 EUCLID BEVERAGE LTD	BEER PURCHASE	20.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	65.92
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	139.31
1 NEW ALBERTSONS INC	FOOD PURCHASES	96.49
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	155.92
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	67.45
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	249.25
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE	1,047.93
1 SCHAMBERGER BROS INC	BEER PURCHASE	178.58
1 SOUTHERN WINE & SPIRITS	LIQUOR PURCHASE	1,604.54
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	113.75
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	933.70
1 TURANO BAKING CO	FOOD PURCHASE	72.52

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/21/2015**

1 WIRTZ BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,785.93
<b>INVOICES TOTAL:</b>		<b>6,761.84</b>

**5580-GOLF MIDWAY EXPENSES**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	13.75
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	98.11
<b>INVOICES TOTAL:</b>		<b>111.86</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CITY BEVERAGE	BEER PURCHASE	51.90
1 ELGIN BEVERAGE CO	BEER PURCHASE	477.65
1 EUCLID BEVERAGE LTD	BEER PURCHASE	917.10
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	199.60
1 GRECO AND SONS INC	FOOD PURCHASE	299.40
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	302.10
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE/SUPPLIES	17.00
1 PERFORMANCE FOOD GROUP - TPC	FOOD PURCHASE	71.49
1 SCHAMBERGER BROS INC	BEER PURCHASE	52.62
1 SCHAMBERGER BROS INC	BEER PURCHASE	220.51
1 SCNS SPORTS FOODS	FOOD PURCHASE	201.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	962.15
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	812.43
1 WIRTZ BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	264.58
<b>INVOICES TOTAL:</b>		<b>4,849.53</b>

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VALLEY FIRE PROTECTION	FIRE SPRINKLER SYSTEM INSPECTION	587.00
<b>INVOICES TOTAL:</b>		<b>587.00</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MICROSOFT SUPPORT CALL	530.19
1 COMCAST	VPN SERVICE	112.85
<b>INVOICES TOTAL:</b>		<b>643.04</b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CREEKSIDE PRINTING	BARTLETTER	3,189.00
<b>INVOICES TOTAL:</b>		<b>3,189.00</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/21/2015**

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH BURRIS	PLUMBING SERVICES	395.00
1 ORKIN PEST CONTROL	PEST CONTROL SERVICES	80.46
1 ORKIN PEST CONTROL	PEST CONTROL SERVICES	60.63
1 ORKIN PEST CONTROL	PEST CONTROL SERVICES	48.03
1 SIMPLEXGRINNELL	ALARM BATTERY REPLACEMENTS	602.64
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	43.06
<b>INVOICES TOTAL:</b>		<b>1,355.22</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRST COMMUNICATIONS LLC	P.W. TELEPHONE CIRCUIT	343.59
1 VERIZON WIRELESS	WIRELESS SERVICES	377.09
1 VERIZON WIRELESS	WIRELESS SERVICES	76.02
<b>INVOICES TOTAL:</b>		<b>796.70</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	FOOD PURCHASES/CLUBHOUSE TV'S	168.80
1 WAREHOUSE DIRECT	PAPER TOWELS	87.66
1 WAREHOUSE DIRECT	PAPER/TRASH BAGS	648.23
<b>INVOICES TOTAL:</b>		<b>904.69</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE SHERWIN-WILLIAMS CO	PRIMER	11.18
<b>INVOICES TOTAL:</b>		<b>11.18</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WOUNDED WARRIOR PROJECT	IN MEMORY OF FREDRICK FAURIE	100.00
<b>INVOICES TOTAL:</b>		<b>100.00</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	233.68
1 CHICAGO OFFICE TECHNOLOGY GROUP	REPLACEMENT COPIER/POLICE DEPT	17,298.00
1 DELL MARKETING L P	REPLACEMENT LAPTOPS	3,599.25
1 SHI	KEYBOARDS AND NICS/SURFACE PRO	192.00
1 TOSHIBA BUSINESS SOLUTIONS	COPIER FOR BUILDING DEPARTMENT	9,200.00
<b>INVOICES TOTAL:</b>		<b>30,522.93</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 4/21/2015**

**7000-POLICE PENSION EXPENDITURES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLLINS & RADJA P.C.	QTRLY RETAINER/APRIL-JUNE 2015	725.00
	<b>INVOICES TOTAL:</b>	<b>725.00</b>

**GRAND TOTAL: 529,549.49**

GENERAL FUND	91,199.59
MUNICIPAL BUILDING FUND	2,177.50
BREWSTER CREEK TIF MUN ACCT	505.00
WATER FUND	305,415.87
SEWER FUND	52,738.30
PARKING FUND	195.71
GOLF FUND	38,482.76
CENTRAL SERVICES FUND	38,109.76
POLICE PENSION FUND	725.00
<b>GRAND TOTAL</b>	<b>529,549.49</b>

**CASH & INVESTMENT REPORT**

March 31, 2015

Fund	2/28/2015	Receipts	Disbursements	3/31/2015
General	11,093,641	2,169,859	1,770,433	11,493,066
MFT	3,691,236	74,257	0	3,765,493
Debt Service	667,551	207,483	0	875,034
Capital Projects	1,028,488	78	1,748	1,026,818
Municipal Building	1,437,249	81	61,701	1,375,628
Developer Deposits	6,214,788	193	1,076	6,213,905
Town Center TIF	457,079	19	0	457,099
59 & Lake TIF	0	0	0	0
BC Municipal TIF	453,148	33	34,071	419,110
Bluff City Tif Municipal	3,893	0	0	3,893
Water	23,723,148	540,984	486,645	23,777,487
Sewer	24,648,200	269,930	250,595	24,667,535
Parking	113,670	24,573	18,128	120,115
Golf	1,796,718	69,868	122,777	1,743,809
Central Services	859,452	85,118	50,996	893,574
Vehicle Replacement	2,938,419	117,311	16,246	3,039,485
<b>TOTALS</b>	<b>79,126,681</b>	<b>3,559,787</b>	<b>2,814,416</b>	<b>79,872,052</b>

Detail of Ending Balance			
Cash	Investments	Net Assets/Liab.	3/31/2015
3,290,641	8,404,206	(201,780)	11,493,066
1,113,905	2,509,694	141,894	3,765,493
245,072	629,530	432	875,034
79,386	827,882	119,551	1,026,818
306,857	788,241	280,530	1,375,628
400,362	5,029,144	784,399	6,213,905
77,518	199,126	180,454	457,099
0	0	0	0
124,398	319,549	(24,838)	419,110
1,090	2,801	2	3,893
973,535	2,500,518	20,303,434	23,777,487
613,871	1,576,630	22,477,033	24,667,535
9,181	23,584	87,350	120,115
0	0	1,743,809	1,743,809
227,970	585,600	80,004	893,574
371,981	955,528	1,711,976	3,039,485
<b>7,835,767</b>	<b>24,352,033</b>	<b>47,684,252</b>	<b>79,872,052</b>

BC Project TIF	3,293,794	0	0	3,293,794	3,293,795	0	0	3,293,794
Bluff City Project TIF	15	0	0	15	15	0	0	15
Bluff City SSA Debt Srv.	346,456	582,412	483	928,386	928,386	0	0	928,386
Police Pension	34,099,938	92,955	97,315	34,095,578	3,538,961	30,467,907	88,710	34,095,578

  
 Jeff Martynowicz  
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
FISCAL YEAR 2014/15 as of March 31, 2015

Fund	Revenues				Expenditures			
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	19,982,421	22,165,693	90.15%	94.24%	20,586,379	22,520,430	91.41%	91.90%
MFT	1,352,689	1,188,990	113.77%	99.13%	0	250,000	0.00%	0.00%
Debt Service	1,762,667	1,754,644	100.46%	97.33%	1,957,488	1,959,688	99.89%	99.87%
Capital Projects	826,701	2,501,421	33.05%	0.42%	3,766,153	6,764,261	55.68%	60.74%
Municipal Building	9,289	1,400	663.47%	1492.18%	64,801	518,000	12.51%	0.00%
Developer Deposits	77,130	20,912	368.83%	67.24%	92,012	616,751	14.92%	14.54%
Town Center TIF	336	0	100.00%	100.00%	0	0	0.00%	0.00%
Bluff City SSA	1,035,291	1,008,420	102.66%	102.07%	1,035,047	1,220,000	84.84%	84.07%
59 & Lake TIF	0	74,000	0.00%	0.00%	0	74,000	0.00%	25.03%
Bluff City Municipal TIF	819	1,200	68.27%	77.04%	0	0	0.00%	0.00%
Bluff City Project TIF	12,773	2,182,500	0.04%	1.13%	12,767	2,182,500	0.58%	1.14%
Brewster Creek Municipal TIF	568,418	500,300	113.62%	102.07%	411,111	504,357	81.51%	79.33%
Brewster Creek Project TIF	4,626,425	4,290,500	107.83%	93.27%	4,808,525	4,305,750	111.68%	102.44%
Water	6,284,643	8,544,613	73.55%	75.70%	5,646,525	9,432,416	59.86%	67.69%
Sewer	3,223,418	3,281,625	98.23%	109.92%	3,323,191	4,009,193	82.89%	86.75%
Parking	215,268	230,000	93.59%	91.54%	215,582	279,742	77.06%	104.27%
Golf	1,778,187	2,491,050	71.38%	75.35%	2,088,350	2,471,723	84.49%	84.50%
Central Services	937,051	1,021,263	91.75%	88.12%	842,904	1,165,598	72.32%	82.30%
Vehicle Replacement	678,747	644,770	105.27%	63.61%	510,387	644,500	79.19%	53.85%
Police Pension	3,886,548	2,012,526	193.12%	141.95%	1,086,423	2,012,526	53.98%	46.82%
Subtotal	47,258,822	53,915,827	87.65%	84.54%	46,447,642	60,931,435	76.23%	79.08%
Less Interfund Transfers	(3,001,192)	(3,360,309)	89.31%	82.29%	(3,001,192)	(3,360,309)	89.31%	82.29%
Total	44,257,630	50,555,518	87.54%	84.70%	43,446,450	57,571,126	75.47%	78.88%



**VILLAGE OF BARTLETT TREASURER'S REPORT  
MAJOR REVENUE BUDGET COMPARISONS  
FISCAL YEAR 2014/15 as of March 31, 2015**

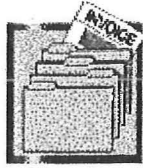
Fund	Current Year		Percent	Prior YTD
	Actual	Budget		%
Property Taxes	9,548,174	9,692,526	98.51%	97.66%
Sales Taxes (General Fund)	1,935,045	2,075,000	93.26%	96.13%
Income Taxes	3,500,679	4,042,750	86.59%	91.28%
Telecommunications Tax	1,060,081	1,300,000	81.54%	85.68%
Real Estate Transfer Tax	469,376	410,000	114.48%	110.55%
Building Permits	451,182	435,600	103.58%	134.74%
MFT	1,349,313	1,188,490	113.53%	99.03%
Water Charges	6,019,705	6,800,000	88.53%	90.74%
Sewer Charges	2,944,194	3,220,000	91.43%	91.91%
Interest Income	90,106	43,200	208.58%	127.54%
Gas Utility Tax	846,221	1,095,000	77.28%	88.07%
Electric Utility Tax	547,747	610,000	89.79%	93.32%

**VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2014/15 as of March 31, 2015**

Fund	Current Year		Percent
	Actual	Budget	
<b>Golf Program</b>			
Revenues	1,057,999	1,525,050	69.37%
Expenses	1,283,526	1,495,904	85.80%
Net Income	(225,527)	29,146	-773.78%
<b>F&amp;B - Restaurant</b>			
Revenues	97,324	128,000	76.03%
Expenses	267,482	321,466	83.21%
Net Income	(170,160)	(193,466)	87.95%
<b>F&amp;B - Banquet</b>			
Revenues	521,928	725,000	71.99%
Expenses	486,561	590,992	82.33%
Net Income	35,367	134,008	26.39%
<b>F&amp;B - Midway</b>			
Revenues	100,937	113,000	89.32%
Expenses	50,781	63,361	80.15%
Net Income	50,156	49,639	101.04%
<b>Golf Fund Total</b>			
Revenues	1,778,187	2,491,050	71.38%
Expenses	2,088,350	2,471,723	84.49%
Net Income	(310,163)	19,327	-1604.82%

## 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>
May	146,546	126,506	175,701	173,657	178,983
June	137,130	164,604	195,692	193,303	201,968
July	176,678	165,519	190,898	186,097	188,547
August	180,229	177,919	180,797	184,425	190,872
September	177,173	187,893	182,163	189,650	183,399
October	168,710	177,758	165,188	170,530	188,055
November	162,303	161,152	181,865	174,037	179,846
December	171,232	164,341	165,852	153,005	163,529
January	166,523	167,926	168,154	210,506	187,865
February	171,856	157,086	147,189	151,678	141,054
March	168,981	177,777	147,039	128,886	
April	132,397	152,124	162,595	153,553	
<b>Total</b>	<b>1,959,758</b>	<b>1,980,605</b>	<b>2,063,133</b>	<b>2,069,327</b>	<b>1,804,119</b>
<b>% increase</b>	<b>-7.33%</b>	<b>0.86%</b>	<b>4.17%</b>	<b>0.30%</b>	<b>0.96%</b>
Budget	1,950,000	1,950,000	1,975,000	2,010,000	2,075,000



**Vendor Warrants**

[Vendor Home](#)

**BARTLETT VILLAGE TREASURER**



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

**Warrant/EFT#: EF 0028578**

Fiscal Year: 2015 Issue Date: 04/08/15  
 Warrant Total: \$141,054.43 Warrant Status:

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		AG777046	5AG777046	\$141,054.43

**IOC Accounting Line Details**

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$141,054.43	DISTRIBUTE MUNI/CNTY SALES TAX

**Payment Voucher Description**

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 04/07/2015
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: JAN. 2015 COLL MO: FEB. 2015 VCHR MO: APR. 2015
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

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

## MOTOR FUEL TAX

Month	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15
May	89,807	85,450	89,115	104,788	106,665
June	86,890	83,830	75,066	71,924	80,212
July	82,123	78,002	87,721	84,361	89,915
August	89,014	90,041	87,924	99,063	61,056
September	86,580	88,420	76,347	70,076	83,006
October	99,672	79,216	83,510	90,026	89,337
November	73,018	88,011	89,027	77,655	90,552
December	93,136	92,981	85,014	103,117	103,771
January	89,163	115,721	82,788	90,866	97,525
February	96,459	83,346	70,348	83,687	74,031
March	77,675	84,943	83,251	65,802	37,978
April	89,807	82,622	70,866	75,969	
<b>Subtotal</b>	<b>1,053,344</b>	<b>1,052,583</b>	<b>980,978</b>	<b>1,017,334</b>	<b>914,048</b>
Plus:					
High Growth	46,918	29,046	29,031	37,678	37,682
Jobs Now	179,796	179,796	179,796	179,796	359,592
<b>Total</b>	<b>1,280,058</b>	<b>1,261,425</b>	<b>1,189,805</b>	<b>1,234,808</b>	<b>1,311,322</b>
Budget	1,015,000	1,250,000	1,250,000	1,175,000	1,188,990
Annual Inc in \$ w/o High Growth	<b>1.50%</b>	<b>-0.07%</b>	<b>-6.80%</b>	<b>3.71%</b>	<b>-2.90%</b>



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets  
217-782-1662

Municipality Report

April 2, 2015

Bartlett

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

Beginning Unobligated Balance		<b>\$4,272,284.37</b>
Motor Fuel Tax Allotment	\$37,977.95	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<b>\$37,977.95</b>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$189,749.00
Current Unobligated Balance		<b>\$4,120,513.32</b>

### PROCESSED TRANSACTIONS:

### AUTHORIZATIONS:

<u>Date</u>	<u>Section</u>	<u>Category</u>	<u>Memo</u>	<u>Amount</u>
-------------	----------------	-----------------	-------------	---------------



**A PROCLAMATION RECOGNIZING  
DEAFLYMPIAN DEREK STRUWING AS BARTLETT'S BEST**

**WHEREAS**, the official closing ceremony of the 2015 Winter Deaflympics, in which 344 athletes from 27 countries competed, was held earlier this month in Khanty-Mansiysk, Russia; and

**WHEREAS**, Bartlett, Illinois was proudly represented in these games by 17-year-old Derek Struwing, one of the youngest players to make the roster of the American Hearing Impaired Hockey Association's U.S.A. men's team; and

**WHEREAS**, Derek, who has been skating since age 3, was chosen to round out the geographically diverse U.S. team of players from 13 different states, during tryouts in Buffalo, New York and Toronto, Canada last August; and

**WHEREAS**, this talented and hard-working group of young men, who all have hearing loss of at least 55 dB in the "better ear" and play without assistive devices, including hearing aids and cochlear implants, outscored their opponents 37-18 over five games and finished the 18<sup>th</sup> Winter Deaflympics by beating Finland 6 to 5 to claim the bronze medal; and

**WHEREAS**, Struwing, a South Elgin High School junior and a forward on the Geneva Cyclones hockey team, scored two of the six goals to help bring home the bronze for team U.S.A.; and

**WHEREAS**, this fine athlete, with his unstoppable spirit, energy and enthusiasm, brings only pride to his teams, his family and our community;

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, do hereby give high fives to this young hockey player and proudly proclaim Derek Struwing as one of Bartlett's Best.

Dated this 21st day of April, 2015



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Kevin Wallace, Village President

**VILLAGE OF BARTLETT**  
**“BUILDING SAFETY MONTH”**  
**PROCLAMATION**

**WHEREAS**, the Village of Bartlett’s continuing efforts to address the critical issues of safety, energy efficiency, and resilience in the built environment that affect our citizens, both everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;

**WHEREAS**, building safety and fire prevention officials, architects, engineers, builders, and others in the construction industry work year-round to ensure the safe construction of buildings and;

**WHEREAS**, modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wild land fires and earthquakes and;

**WHEREAS**, Building Safety Month reminds the public about the critical role of our communities’ largely unknown guardians of public safety, our local code officials, who assure us of safe, efficient, and livable buildings and;

**WHEREAS**, “Resilient Communities Start with Building Codes” the theme for Building Safety Month 2015, encourages all Americans to raise awareness of building safe and resilient construction; fire prevention; disaster mitigation, backyard safety; energy efficiency in the construction industry. Appropriate action can ensure that the places where we live, learn, work, worship, and play are safe and;

**WHEREAS**, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all by local and state building departments and federal agencies in protecting lives and property;

**THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, proclaim the month of May 2015 as **BUILDING SAFETY MONTH** in the Village of Bartlett.

Dated this 21<sup>st</sup> day of April 2015



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Kevin Wallace, Village President



## Agenda Item Executive Summary

Item Name      Arts in Bartlett Class D Liquor License      Committee  
Application      or Board      Board

### BUDGET IMPACT

Amount:      n/a      Budgeted

List what  
fund

### EXECUTIVE SUMMARY

Arts in Bartlett is requesting a Class D Liquor License for their annual art fair held in Bartlett Park on June 27 and 28, 2015.

### ATTACHMENTS (PLEASE LIST)

Class D Liquor License Application  
Certificate of Insurance

### ACTION REQUESTED

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

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion: I move to approve the Class D Liquor License submitted by Arts in Bartlett for June 27 and 28, 2015 at Bartlett Park.

Staff:      Paula Schumacher      Date:      April 9, 2015

Assistant Village Administrator

# Memorandum

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**To:** Valerie L. Salmons, Village Administrator  
**From:** Paula Schumacher, Assistant Village Administrator  
**Date:** April 19, 2015  
**Re:** Arts in Bartlett Liquor License

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Arts in Bartlett has submitted an application for a Class D liquor license for their fine art fair event on June 27, and 28, 2015 at Bartlett Park.

The Class D liquor license allows for the retail sale of alcohol for a special event.

The certificate of insurance has been reviewed and approved. The application and certificate of insurance is attached for your review.

# 3282  
15

VILLAGE OF BARTLETT  
CLASS D LIQUOR LICENSE APPLICATION 4-3-15

DATE: 4-3-15

FEE: \$5.00 PER APPLICATION

The **Class D License** is created to allow a special event retailer (as defined in Section 3-3-1-5/1-3.17.1 of the Bartlett Liquor Control Ordinance) a license to sell and offer for sale at retail, in or on the premises specified in such license, alcoholic liquor for use or consumption on the licensed premises, but not for resale in any form, for a special event (as defined in Section 3-3-1-5/1-2.20 of the Bartlett Liquor Control Ordinance) for a time period that meets each of the following restrictions:

1. Not to exceed twelve (12) hours within a period of twenty-four (24) consecutive hours
2. Within the time limits for Class <sup>r</sup>. Licenses set forth in Section 3-3-2-1 of the Bartlett Liquor Control Ordinance:

Sunday through Thursday 8:00 a.m. to 1:00 a.m.  
 Friday and Saturday 8:00 a.m. to 2:00 a.m.

3. Within the time limits imposed by any applicable statute.

A Class D license may be issued at any time by the Village President with the approval of the Board of Trustees, and shall be issued for a specific time period, not to exceed fifteen (15) days per license per location in any 12 month period.  
(amended Ord 98-87)

**THE UNDERSIGNED HEREBY MAKES APPLICATION FOR A CLASS D RETAIL LIQUOR LICENSE AND HEREBY CERTIFIES TO THE FOLLOWING FACTS:**

1. Name of Organization: ARTS IN BARTLETT
2. Mailing Address of Organization: 125 S. MAIN ST
3. Date License is Requested for: JUNE 27, 28, 2015
4. Location of Sponsored Event BARTLETT PARK
5. ATTACH CERTIFICATE OF INSURANCE

NOTE: Each applicant must include a certificate of insurance or insurance policy as evidence of coverage demonstrating that applicant is in compliance with Section 3-3-5 of the Bartlett Liquor Control Ordinance. If the local liquor



commissioner allows the Class D license applicant to maintain coverage in amounts less than the amounts stated in Section 3-3-6, the applicant must also attach a copy of such authorization granted from the local liquor commissioner.

The Village of Bartlett is a Certificate holder and Additional Insured.  
The Cancellation Clause shall be amended as follows:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY CERTIFIED MAIL RETURN RECEIPT REQUEST.

### AFFIDAVIT

STATE OF ILLINOIS

COOK, DUPAGE & KANE COUNTIES

I (or we) swear (or affirm) that I (or we) will not violate any of the Ordinances of the Village of Bartlett or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the business described herein and that the statements contained in this application are true and correct to the best of my (our) knowledge and belief.

*Rita Lopinski*

\_\_\_\_\_  
Signature of President of Organization

*Windy Brady*

\_\_\_\_\_  
Signature of Secretary of Organization

Subscribed and sworn to by *Rita Lopinski & Windy Brady*  
before me this 1 day of April, 2015.

*Florence M. Sposito*  
\_\_\_\_\_  
NOTARY PUBLIC  
UPDATED 3-09

(SEAL)





The Village of Bartlett is a Certificate holder and Additional Insured.  
The Cancellation Clause shall be amended as follows:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY CERTIFIED MAIL RETURN RECEIPT REQUEST.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: LJJ

DATE (MM/DD/YYYY)

04/02/2015

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

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

PRODUCER Bartlett Insurance Group 804 West Bartlett Road Bartlett, IL 60103 House Account	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID #: ARTSI-1			
INSURED Arts In Bartlett 215 S. Main St. Bartlett, IL 60103	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Property & Casualty		22357
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

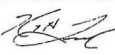
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	X	83SBAVX6899	08/01/2014	08/01/2015	EACH OCCURRENCE	\$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 10,000	
						PERSONAL & ADV INJURY	\$ 2,000,000	
						GENERAL AGGREGATE	\$ 4,000,000	
						PRODUCTS - COMP/OP AGG	\$ 4,000,000	
						GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	\$	
	<input type="checkbox"/> HIRED AUTOS						\$	
	<input type="checkbox"/> NON-OWNED AUTOS						\$	
							\$	
	UMBRELLA LIAB					EACH OCCURRENCE	\$	
	EXCESS LIAB					CLAIMS-MADE	AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A			WC STATU-TORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	E.L. EACH ACCIDENT					\$		
	E.L. DISEASE - EA EMPLOYEE					\$		
A	Liquor Liability		83SBAVX6899	08/01/2014	08/01/2015	Limit	1,000,000	

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

RE: Fine Arts Fair, June 27, 2015 to June 28, 2015. The Village of Bartlett, President and Board of Trustee, all of its elected or appointed officials, employees and any volunteer while acting on behalf of the Village and the Insured are named as Additional Insureds.

**CERTIFICATE HOLDER****CANCELLATION**

<b>VILL007</b>  Village of Bartlett 228 South Main Street Bartlett, IL 60103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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LIQUOR LICENSE ISSUANCE AS PRESENTED ON  
APRIL 21, 2015

RENEWALS

Class A	Bartlett Hills Golf Course	800 W. Oneida Ave
Class A ext	Bracht's Place	363 S. Prospect Ave
Class A	Bartlett Park District – Oak Room	700 S. Bartlett Rd
Class B	Bartlett Park District – Apple Orchard Golf Course	696 W. Stearns Rd
Class A	Hanover Township	250 S. IL Route 59
Class A	Friedman Enterprises, Inc. dba Bannerman's Sport Grill	858 S. IL Route 59
Class C	Highland Park CVS, LLC dba CVS Pharmacy #5688	1099 W. Army Trail Rd
Class A	Pasta Mia, LTD	116 Bartlett Plaza
Class B	Tasty Pizza, LLC dba Marco's Pizza	223 S. Main St
Class C	Pashiv, Inc. dba Mr. Quik-Ezz Food	980 S. Bartlett Rd
Class C	Jala Krupa, Inc. dba Suburbia Liquor	885 S. IL Route 59
Class A	Bartlett Park District – Villa Olivia	1401 W. Lake St
Class I	Clare oaks Retirement Community	825 Carillon Dr
Class A ext	Bartlett Volunteer Fire Association	218 S. Main St
Class B	Stella's – Stearns Crossing, dba Stella's Place	1015 W. Stearns Rd
Class B	Shelby's – Brewster Creek, LLC dba Shelby's	801 S. IL Route 59
Class B	Blackhawk Restaurant Group dba Betty's Bistro	1075 W. Army Trail Rd
Class A	Cadillac Ranch Texas BBQ & Boot Bar, Inc. dba Cadillac Ranch/Moretti's Ranch	1175 W. Lake St
Class N	Cadillac Ranch Texas BBQ & Boot Bar, Inc. dba Moretti's/Cadillac Ranch	1175 W. Lake St

**A PROCLAMATION THANKING GREGORY MARTIN FOR HIS SERVICE  
TO THE VILLAGE OF BARTLETT**

**WHEREAS**, the Village of Bartlett has benefitted from the hard work and commitment of Trustee Greg Martin during his time on the Village Board; and

**WHEREAS**, Trustee Martin was elected in April of 2011 and immediately showed his readiness to confront the tough issues and work collaboratively for the betterment of our community; and

**WHEREAS**, Greg is a veteran whose service on the board of the Bartlett Veterans Memorial Foundation and work with the local VFW and American Legion posts helped forge a strong connection between the Village and its large and active veteran community, especially in regard to the construction of the memorial; and

**WHEREAS**, Trustee Martin's tenure on the Board may have been short in years, it was long on the new perspective and enthusiasm for the work at hand that he brought to each meeting; and

**WHEREAS**, his steady leadership and guidance as chairman of the Building Committee helped the Village successfully navigate many economic and modern-day challenges while keeping it on a positive course for the future;

**NOW, THEREFORE**, we hereby proclaim our many thanks to Trustee Gregory Martin for his service and dedication to our Village and offer him our very best wishes.

Dated this 21st day of April, 2015



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Kevin Wallace, Village President

**A PROCLAMATION THANKING ERIC SHIPMAN FOR HIS SERVICE  
TO THE VILLAGE OF BARTLETT**

**WHEREAS**, the Village of Bartlett has benefitted from the hard work and commitment of Trustee Eric Shipman during his time on the Village Board; and

**WHEREAS**, Eric was elected as a trustee in 2011 and has offered his thoughtful viewpoint to the Village Board for the last four years, meeting every issue with careful consideration and common sense; and

**WHEREAS**, Trustee Shipman's professional expertise was a valuable contribution to the Police and Health Committee, which he chaired during his tenure, and helped Bartlett's ongoing effort to keep our municipal government both responsible and responsive to Bartlett residents; and

**WHEREAS**, Eric, a graduate of the FBI Academy during his tenure, often brought a larger world view to the Village Board, sharing with his fellow trustees and staff a broad national and regional perspective on public safety; and

**WHEREAS**, his steady leadership and guidance helped the Village successfully navigate many economic and modern-day challenges while maintaining a positive course for the future;

**NOW, THEREFORE**, we hereby proclaim our many thanks to Trustee Eric Shipman for his service and dedication to our Village and offer him our very best wishes.

Dated this 21st day of April, 2015



---

Kevin Wallace, Village President





## Agenda Item Executive Summary

Item Name Case # 15-05 - Perkins - 845 Marina Terrace West Committee or Board Village Board

### BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

### EXECUTIVE SUMMARY

A 10' **VARIATION** from the required 45' rear yard to construct a one-story three-season sun room addition in the location of an existing wood deck at 845 Marina Terrace West in the SR-4 Suburban Residence Zoning District.

The Zoning Board of Appeals reviewed the variation request, conducted the public hearing, and unanimously recommended approval at their April 2, 2015 meeting.

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

### ATTACHMENTS (PLEASE LIST)

CD Memo, 4/2/15 ZBA Minutes, Ordinance, Petitioner Cover Letter, Application, Location Map, Plat of Survey, Building Elevations, Floor Plan, and Photos of the rear of the house with the location of the proposed indicated

### ACTION REQUESTED

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

Resolution \_\_\_\_\_

Ordinance  \_\_\_\_\_

Motion: Move to approve Ordinance 2015- \_\_\_\_\_, An Ordinance Approving a 10' **VARIATION** from the required 45' rear yard to construct a one-story three-season sun room addition in the location of an existing wood deck at 845 Marina Terrace West in the SR-4 Suburban Residence Zoning District.

Staff: Jim Plonczynski

Date: 4/13/15

**COMMUNITY DEVELOPMENT MEMORANDUM**

**15-060**

DATE: April 13, 2015  
TO: Valerie Salmons, Village Administrator  
FROM: Jim Plonczynski, Com Dev Director  
RE: **(#15-05) Perkins/Cawley – 845 Marina Terrace West**

---

**PETITIONERS**

Thomas J. Perkins Jr. and Amy T. Cawley

**SUBJECT SITE**

845 Marina Terrace West

**REQUEST**

Variation – Rear Yard

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

**DISCUSSION**

1. The subject property is zoned SR-4 (Suburban Residence District).
2. The petitioner is requesting a 10' variation from the required 45' rear yard to construct a one-story three-season sun room addition in the location of an existing wood deck.
3. The existing house includes a rear room addition which was added sometime after the original construction and has a gable roof. The petitioner considered adding the proposed sunroom addition adjacent to the existing room addition and in compliance with the required 45' rear yard setback, but dismissed that option due to the difficulty in tying in the new roof to the existing roof. The proposed sunroom location would allow the existing gable roof to be extended over the new sunroom (see attached Building Elevations).
4. The impervious surface ratio of this lot will increase only slightly as a result of the proposed room addition. After the proposed addition, the impervious surface ratio for the house and other paved improvements would be 38%, which complies with the 40% maximum impervious surface for a lot of this size.
5. If the variation is approved, the petitioners may apply for a building permit for the proposed addition.



**RECOMMENDATION**

1. The Zoning Board of Appeals reviewed the variation request and conducted the public hearing at their April 2, 2015 meeting. The Zoning Board of Appeals recommended **approval** of the variation based on the following findings of fact:
  - A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
  - B. That conditions upon which the petition for a variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.
  - C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.
  - D. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.
  - E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
  - F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
  - G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.
2. An Ordinance approving a 10' variation from the required 45' rear yard to construct a one-story three-season sun room addition at 845 Marina Terrace West is attached for your review and consideration.

mjs/Attachments

**Case # 15-05 845 Marina Terrace West – Variation – Rear Yard – PUBLIC HEARING**

The petitioners, Amy Cawley and Jay Perkins, were present and sworn in. They reside at 845 Marina Terrace West, Bartlett, IL.

**The following Exhibits were presented:**

- Exhibit A - Picture of Sign**
- Exhibit B - Mail Affidavit**
- Exhibit C - Notification of Publication**

**J. Perkins** – We are asking for a variation of 10 feet from the required 45 foot setback on this piece of property to replace the wooden deck. We would like to put a three-season room there. Both of us have medical conditions that require us to be out of the sun, especially the full sun during the day. It's okay in the early morning and the late afternoon, but not mid-day.

**M. Werden** – So, for a three-season room, this will not have any heat or air-conditioning in it.

**J. Perkins** – No.

**M. Werden** – Are there any questions from the Commissioners?

**P. Hanson** – It appears that part of the deck will remain and the concrete patio will also stay? Is that correct?

**J. Perkins** – Yes, that is correct. We originally thought about putting the room on the side of the house where the patio is, but it just doesn't work with the roof line.

**B. Bucaro** – I think it fits in real nice with the house and it is on the same footprint as the deck.

**J. Perkins** – Yes, there actually will be that piece of deck that you see in the picture that will stay. The decking will all be changed to Trex or whatever they use nowadays.

**G. Koziol** – Have we received any comments from any of the neighbors?

**M. Schwarz** – No, we have not gotten any comments from the neighbors.

**M. Werden** – I think you have a unique situation in that you do not have a neighbor to your back property line. I think that makes a difference.

**J. Plonczynski** – Yes, it is an open space area right behind this house.

**J. Perkins** – We have talked to all of our neighbors around us and they are all fine with it.

**M. Werden** – How do you plan to side the outside and mesh it into the roof? Will it be the same type of shingles?

**J. Perkins** – It will be the same style of shingle. The sides will be mostly windows.

**P. Hanson** – Will the exterior be white?

**A. Cawley** – It will match the building. It will match the house color.

**G. Koziol** – As Mike stated, there is an open area behind you. It makes this easier to approve.

**M. Werden** – Are there any other comments? *No response from the Commissioners.*

**Chairman Werden opened the Public Hearing.** *There was no one in the audience that wished to speak.*

**A motion was made to pass on a positive recommendation to the Village Board for the 10-foot variance request for the 845 Marina Terrace West property.**

**Motioned by:** G. Koziol

**Seconded by:** P. Hanson

**Chairman Werden closed the Public Hearing.**

**Discussion**

None

**Roll Call**

**Ayes:** M. Werden, G. Koziol, B. Bucaro, P. Hanson, R. Carney, J. Banno

**Nays:** None

**The motion carried.**

**M. Werden** – We will pass on a positive recommendation to the Village Board. Stay in touch with Staff to see when this will appear on a Village Board agenda.

**ORDINANCE 2015-**  
**AN ORDINANCE GRANTING**  
**A REAR YARD VARIANCE FOR 845 MARINA TERRACE WEST**

**WHEREAS**, a public hearing has heretofore been held by the Bartlett Zoning Board of Appeals (the "Zoning Board") on April 2, 2015 pursuant to public notice as required by law, with respect to the petition (Case #15-05) of Thomas J. Perkins and Amy T. Cawley (the "Owners") for a 10-foot variation from the required 45-foot rear yard to allow for the construction of a one-story rear room addition (the "Variation") at 845 Marina Terrace West, Bartlett, Illinois, hereinafter legally described (the "Property") which is in the SR-4 Suburban Residence Zoning District; and

**WHEREAS**, the Zoning Board of Appeals recommended approval of the Petition for the Variation to the corporate authorities; and

**WHEREAS**, the corporate authorities have determined that it is in the public interest to grant the zoning relief requested by the petitioner which was recommended for approval by the Zoning Board of Appeals;

**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 corporate authorities hereby make the following findings of fact:

a. That the particular physical surroundings, shape and topographical condition of the Property would result in a particular hardship upon the owner, as

distinguished from a mere inconvenience, if the strict letter of the zoning regulations were carried out.

b. That conditions upon which the petition for the variation is based are unique to the Property and are not applicable, generally, to other property within the same zoning classification.

c. That the purpose of the variation is not based exclusively upon a desire to make more money out of the Property.

d. That the alleged difficulty or hardship is caused by the provisions of the Bartlett Zoning Ordinance and has not been created by any person presently having an interest in the Property.

e. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the Property is located.

f. That the variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.

g. That the granting of the variation requested will not confer on the applicant any special privilege that is denied by the provisions of the Bartlett Zoning Ordinance to other lands, structures or buildings in the same district.

**SECTION TWO:** A 10' variation from the required 45' rear yard in the SR-4, Suburban Residence Zoning District, is hereby granted to allow for the construction of a one-story rear room addition on the Property, commonly known as 845 Marina Terrace West, Bartlett, Illinois and legally described as follows:

**LOT 216 IN BARTLETT SUBDIVISION UNIT ONE-C, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 2 AND PARTS OF GREENWAY NO. 4 AND VACATED LOTS IN A COUNTRY PLACE UNIT TWO SECTION 1, A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER OF SECTION 1 AND THE NORTHEAST QUARTER OF SECTION 2 ALL IN TOWNSHIP 40 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 9, 1976 AS DOCUMENT R76-89761, IN DUPAGE COUNTY, ILLINOIS.**

**PERMANENT INDEX NUMBER: 01-02-209-010**

(the "Property"), subject to the condition set forth in Section Three of this Ordinance.

**SECTION THREE:** All structures to be built upon the Property shall be built in strict compliance with the Bartlett Building Code.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:**            **this 21<sup>st</sup> day of April, 2015**

**APPROVED:**        **this 21<sup>st</sup> day of April, 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 April 21, 2015 and approved on April 21, 2015 as the same appears from the official records of the Village of Bartlett.

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



February 24, 2015

RECEIVED  
COMMUNITY DEVELOPMENT

MAR 02 2015

VILLAGE OF  
BARTLETT

Kevin Wallace, Village President, and Village Trustees  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

Dear Village President Wallace and Village Trustees:

We request a ten (10) foot variation from the required forty-five (45) foot rear yard set-back for our property located at 845 Marina Terrace West in Bartlett. This is in order to add a three-season room off of the back of our home. The existing deck would be removed and replaced by the three-season room.

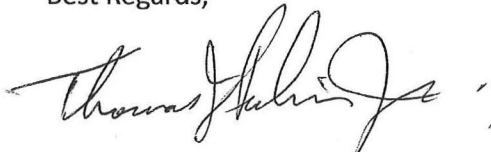
We request this variation to construct a three-season room for health reasons, as Amy Cawley has an active history of skin cancers and must limit her exposure to direct sunlight. Jay Perkins also must limit his sun exposure due to medication.

Amy has been a resident of Bartlett since 2001. Jay has resided in Bartlett since 1983. We married and sold our individual homes in Bartlett, purchasing our current residence at 845 Marina Terrace West. It is our intention to make this home our retirement home. We hope you will allow this variation for this medical accommodation so we may remain residents of Bartlett.

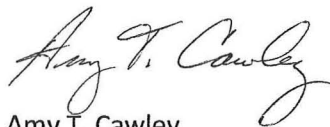
The reason we chose to purchase our retirement home in Bartlett is to maintain our connections with our Bartlett Community organizations. We have both been active in Village life in Bartlett, serving with various organizations, Boards, and Commissions over the years, including serving as Bartlett Public Library District Board Officers and Trustees. Jay served on the Zoning Board of Appeals, Centennial Commission, and currently serves as an election judge. We are both life members of the Bartlett Historical Society, and are currently members of the Friends of the Bartlett Library, and serve as officers of the Bartlett Library Foundation.

We thank you for considering our request for a ten (10) foot variation from the required forty-five (45) foot rear yard set-back, in order to replace the current deck with a three-season room.

Best Regards,



Thomas J. Perkins, Jr. (Jay)



Amy T. Cawley



**VILLAGE OF BARTLETT  
VARIATION APPLICATION**  
(Please type or complete in blue or black ink.)

For Office Use Only  
**RECEIVED 15-05**  
**COMMUNITY DEVELOPMENT**  
  
MAR 02 2015  
  
VILLAGE OF  
BARTLETT

**PETITIONER INFORMATION**

Name: THOMAS J. PERKINS JR. & AMY T. CAWLEY Phone: 630-372-0527  
 Address: 845 MARINA TER. WEST Fax: \_\_\_\_\_  
BARTLETT, ILL. 60103-4741 Mobile: \_\_\_\_\_  
 Email: TJBIRD4004@AOL.COM

**PROPERTY OWNER INFORMATION**

Name: THOMAS J. PERKINS JR. + AMY T. CAWLEY Phone: \_\_\_\_\_  
 Address: 845 MARINA TER. WEST Fax: \_\_\_\_\_  
BARTLETT, ILL. 60103-4741 Mobile: \_\_\_\_\_  
 Email: \_\_\_\_\_

**VARIATION REQUESTED** (i.e. setback, fence, etc.)

REAR YARD SET-BACK TO CONSTRUCT  
THREE-SEASON SUN ROOM.

**SIZE OF REQUEST** (5 ft., 10 ft., etc)

10 FEET

**DESCRIPTION OF VARIATION REQUEST**

A 10 FOOT SETBACK FROM THE REQUIRED 45 REAR YARD SETBACK  
IN ORDER TO ACCOMMODATE A THREE SEASON ROOM IN PLACE OF  
THE EXISTING DECK.

**PROPERTY INFORMATION**

Common Address/General Location of Property: 845 MARINA TERRACE WEST  
 Property Index Number ("Tax PIN"/"Parcel ID"): 01-02-209-010-0000  
 Zoning: SR-4 Land Use: SINGLE FAMILY RESIDENTIAL  
 (Refer to Official Zoning Map)  
 Comprehensive Plan Designation for this Property: SUBURBAN RESIDENTIAL  
 (Refer to Future Land Use Map)

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

Attorney MICHAEL E. KELLY, 118 BARTLETT AVE., BARTLETT, ILL  
60103  
 OFFICE 630-837-6600 C 630-417-5486 MIKE@KELLYLAWOFFICE@GMAIL.COM  
630-837-7449 (FAX)

**Surveyor** \_\_\_\_\_

Other BRIAN KINANE, TIMBER BUILT ROOMS, 3990 COMMENCE  
DRIVE, ST. CHARLES, ILL. 60174 630-443-7100 FAX 630-443-7101

**FINDINGS OF FACT FOR VARIATIONS**

Both the Zoning Board of Appeals and Village Board must decide if the requested Variances meet the standards established by the Village of Bartlett Zoning Ordinance.

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

1. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

*See attached.*

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2. That conditions upon which the petition for a variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.

*See attached.*

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3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property.

*See attached.*

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4. That the alleged difficulty or hardship is caused by the provisions of this Title and has not been created by any person presently having an interest in the property.

*See attached.*

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5. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.

*See attached.*

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6. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.

*See attached.*

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7. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.

*See attached.*

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### Findings of Fact for Variations

**1. That the particular physical surrounding. Shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.**

*The 45 foot setback requirement prevents construction of a three season room addition to our property. The construction footprint is not changing.*

**2. That conditions upon which the petition for a variation is based are unique to the property for which variation is sought and are not applicable, generally, to other property within the same zoning classifications.**

*Condition is unique in that the construction footprint does not change. The existing deck will be demolished - its footprint is replaced by the three season room.*

**3. The purpose of the addition is not based exclusively upon a desire to make more money out of the property.**

*Purpose has nothing to do with money or profit, as it is for the health reasons of the owners. This is a needed accommodation for continual occupancy of the property.*

**4. That the alleged difficulty or hardship is caused by provisions of this Title and has not been created by any person presently having an interest in the property.**

*The 45 foot setback has created the situation and is not shown on the plat of survey. We did not build nor construct any previous additions to the house.*

**5. That the granting of the variation will not be detrimental to the public welfare or injurious to other property improvements in the neighborhoods where the property is located.**

*Granting this variation will improve the value of the neighborhood.*

**6. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.**

*The proposed variation will improve and not adversely affect any neighborhood property.*

**7. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.**

*There is no special privilege confirmed or requested regarding this property other than construction of a three season room addition.*

**ACKNOWLEDGEMENT**

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

SIGNED: Thomas J. Perkins Jr. Amy T. Cowley  
PRINT NAME: THOMAS J. PERKINS JR. Amy T. Cowley  
DATED: FEBRUARY 28, 2015

**REIMBURSEMENT OF CONSULTANT FEES AGREEMENT**

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

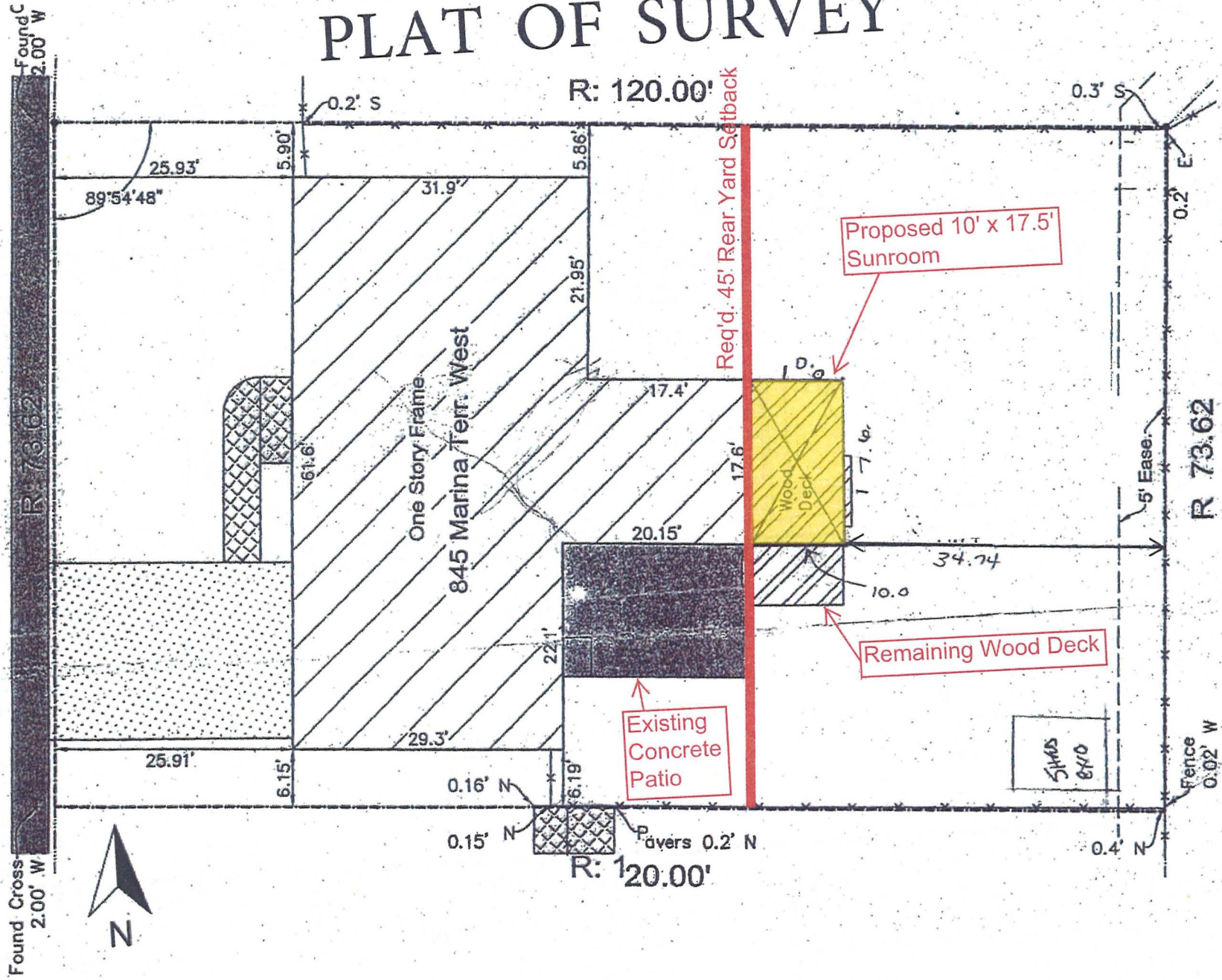
NAME OF PERSON TO BE BILLED: THOMAS J. PERKINS JR.  
ADDRESS: 845 MANNA TER. WEST  
BARTLETT 60103-4741  
PHONE NUMBER: 630-372-0527  
SIGNED: Thomas J. Perkins Jr.  
DATED: FEB. 28, 2014



Marina Terr. West

Access  
Coral

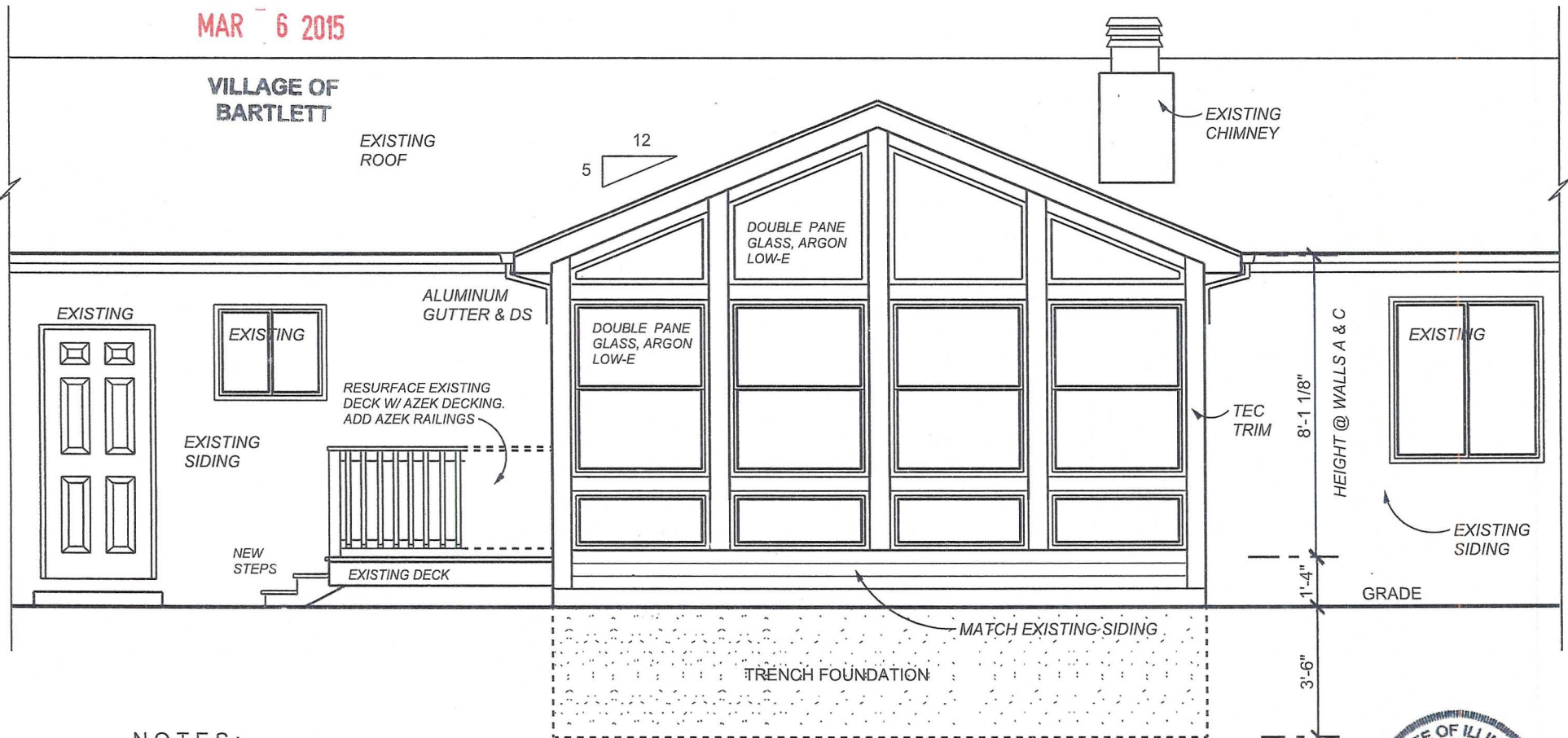
# PLAT OF SURVEY



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MAR 6 2015

VILLAGE OF  
BARTLETT



NOTES:

DESIGN LOADS: SNOW = 30 PSF  
WIND = 90 MPH

ALL FASTNERS & CONNECTORS  
TO BE HOT DIPPED GALVANIZED.  
ALL FLASHING TO BE AC2 APPROVED

**Front Elevation**

SCALE: 1/4" = 1' - 0"



*James R. Byrnes*  
EXP. DATE: 11-30-16

TimberBuilt, Inc. 3990 Commerce Drive  
St. Charles, Illinois 60174 Ph. (630) 443-7100

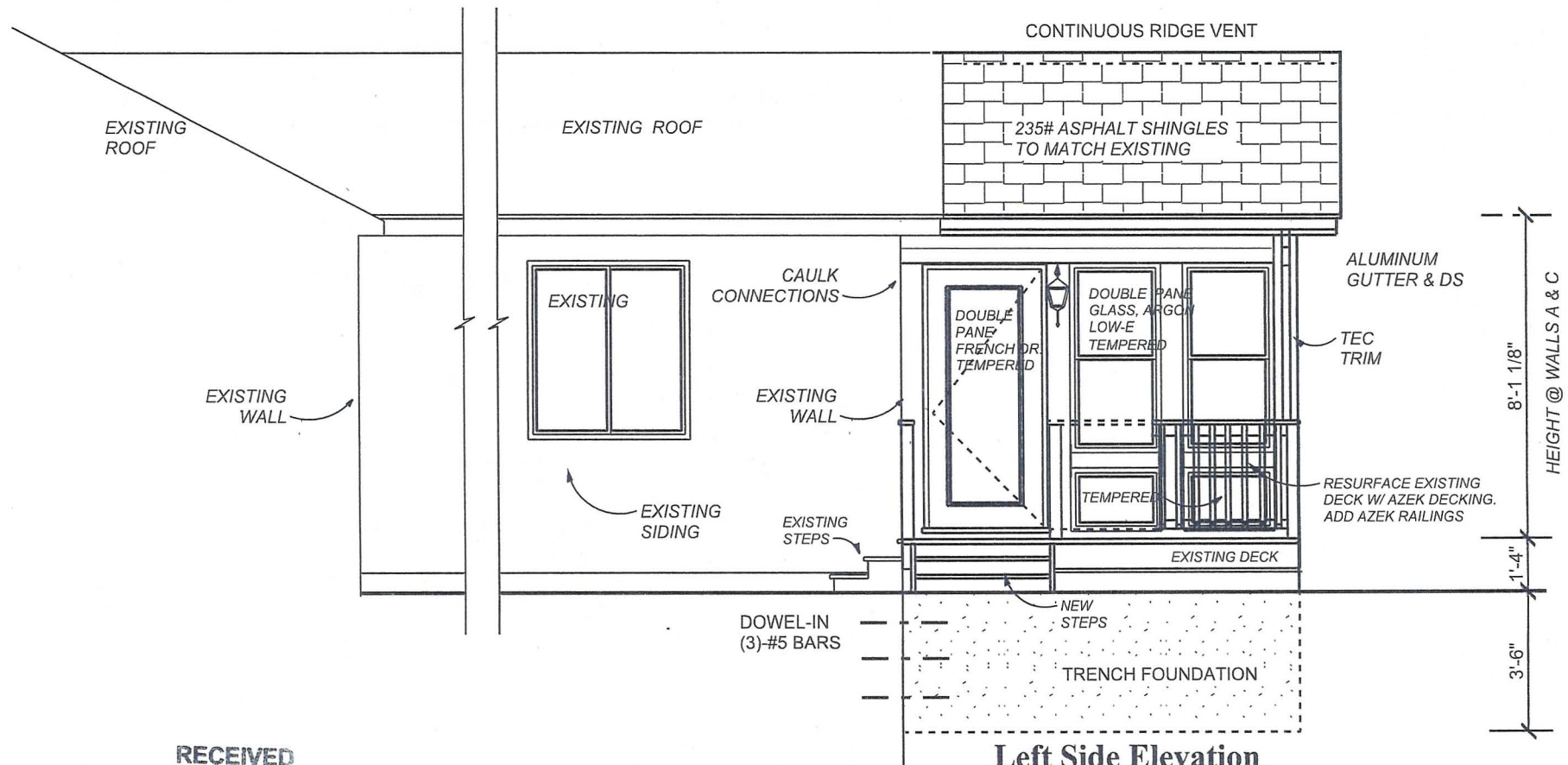
**Front Elevation**

**J. Perkins & Amy Cawley**  
845 Marina Ter West  
Bartlett, IL. 60103

PROJECT: PERKINS-CRAWLEY	REVISIONS:
DATE: 3-2-15	
DRAWN BY: J.R.B.	
CHECKED BY:	

**1**





**Left Side Elevation**

SCALE: 1/4" = 1' - 0"

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MAR 6 2015

VILLAGE OF  
BARTLETT



*James R. Byrnes*  
EXP. DATE: 11-30-16

**Right Side Elevation**

**J. Perkins & Amy Cawley**  
845 Marina Ter West  
Bartlett, IL. 60103

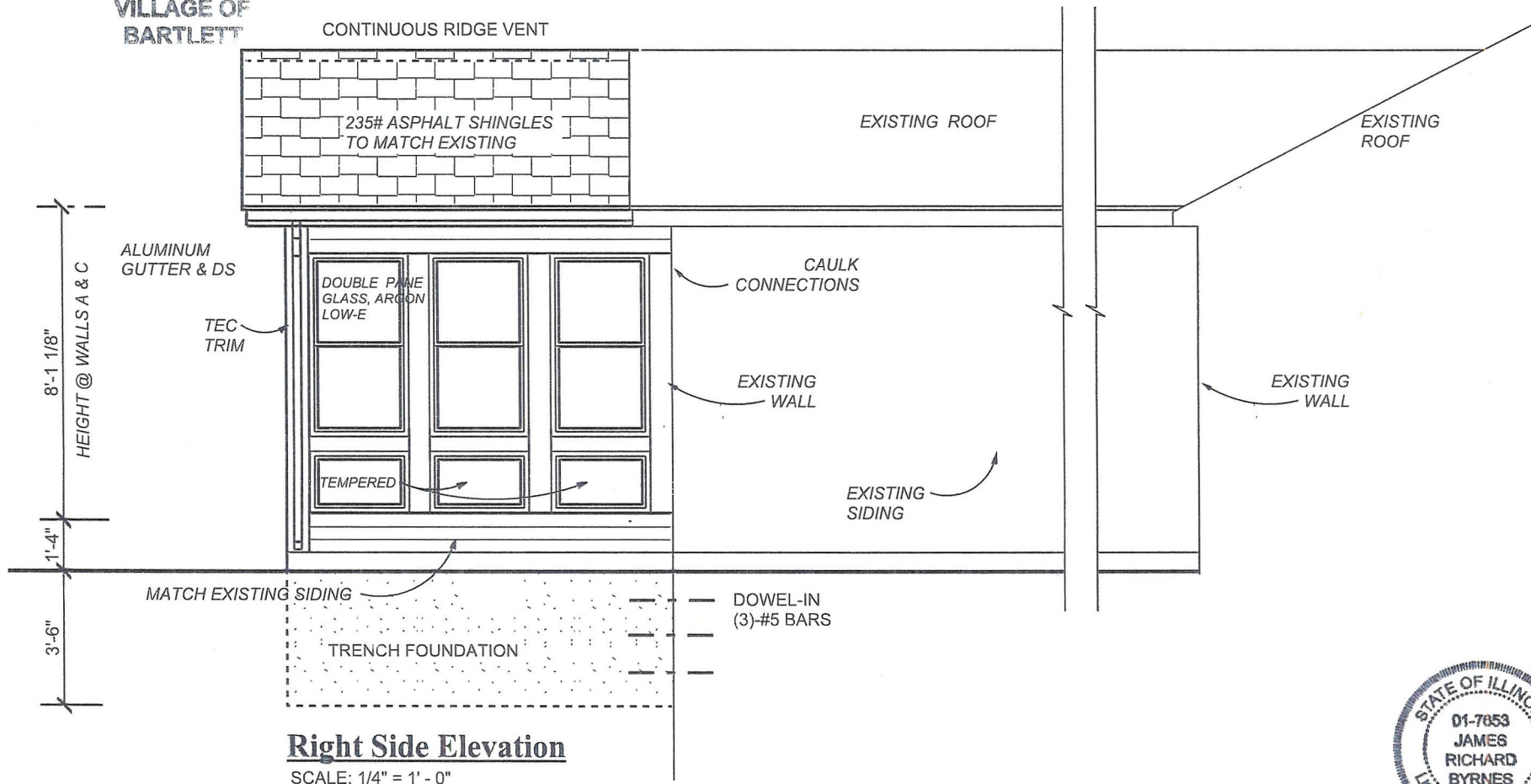
PROJECT: PERKINS-CRAWLEY	REVISIONS:
DATE: 3-2-15	
DRAWN BY: J.R.B.	
CHECKED BY:	

**2**

RECEIVED  
COMMUNITY DEVELOPMENT

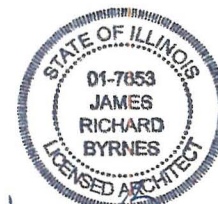
MAR 6 2015

VILLAGE OF  
BARTLETT



**Right Side Elevation**

SCALE: 1/4" = 1' - 0"



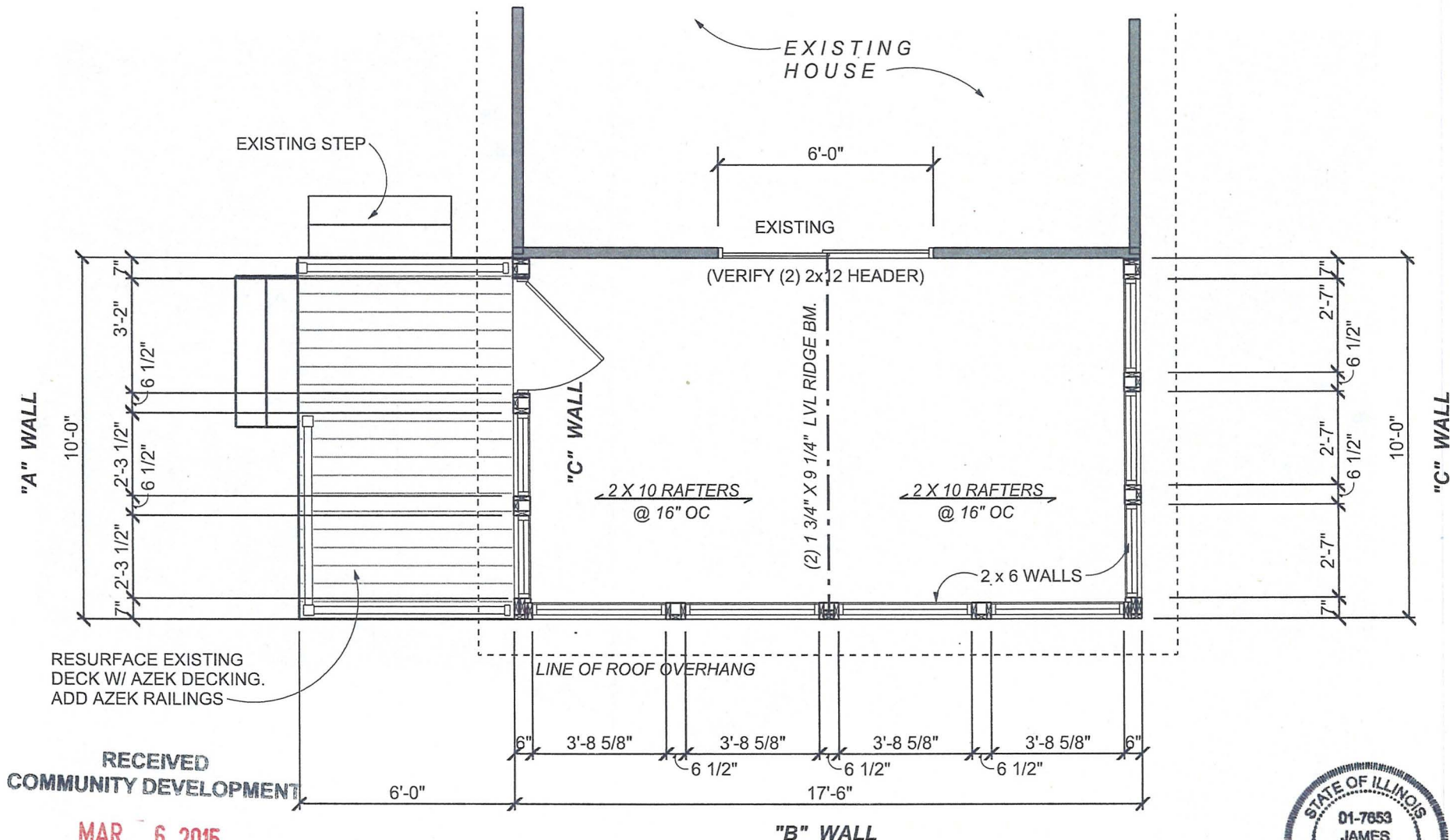
*James R. Byrnes*  
EXP. DATE: 11-30-16

TimberBuilt, Inc. 3990 Commerce Drive  
St. Charles, Illinois 60174 Ph. (630) 443-7100

**Right Side Elevation**  
**J. Perkins & Amy Cawley**  
845 Marina Ter West  
Bartlett, IL. 60103

PROJECT: PERKINS-CRAWLEY	REVISIONS:
DATE: 3-2-15	
DRAWN BY: J.R.B.	
CHECKED BY:	

**3**



RESURFACE EXISTING DECK W/ AZEK DECKING. ADD AZEK RAILINGS

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COMMUNITY DEVELOPMENT

MAR 6 2015

VILLAGE OF  
BARTLETT

**FLOOR PLAN**

SCALE: 1/4" = 1'-0"



*James R. Byrnes*  
EXP. DATE: 11-30-16

TimberBuilt, Inc. 3990 Commerce Drive  
St. Charles, Illinois 60174 Ph. (630) 443-7100

**First Floor Plan**  
**J. Perkins & Amy Cawley**  
845 Marina Ter West  
Bartlett, IL. 60103

PROJECT: PERKINS-CRAWLEY	REVISIONS:
DATE: 3-2-15	
DRAWN BY: J.R.B.	
CHECKED BY:	

**5**

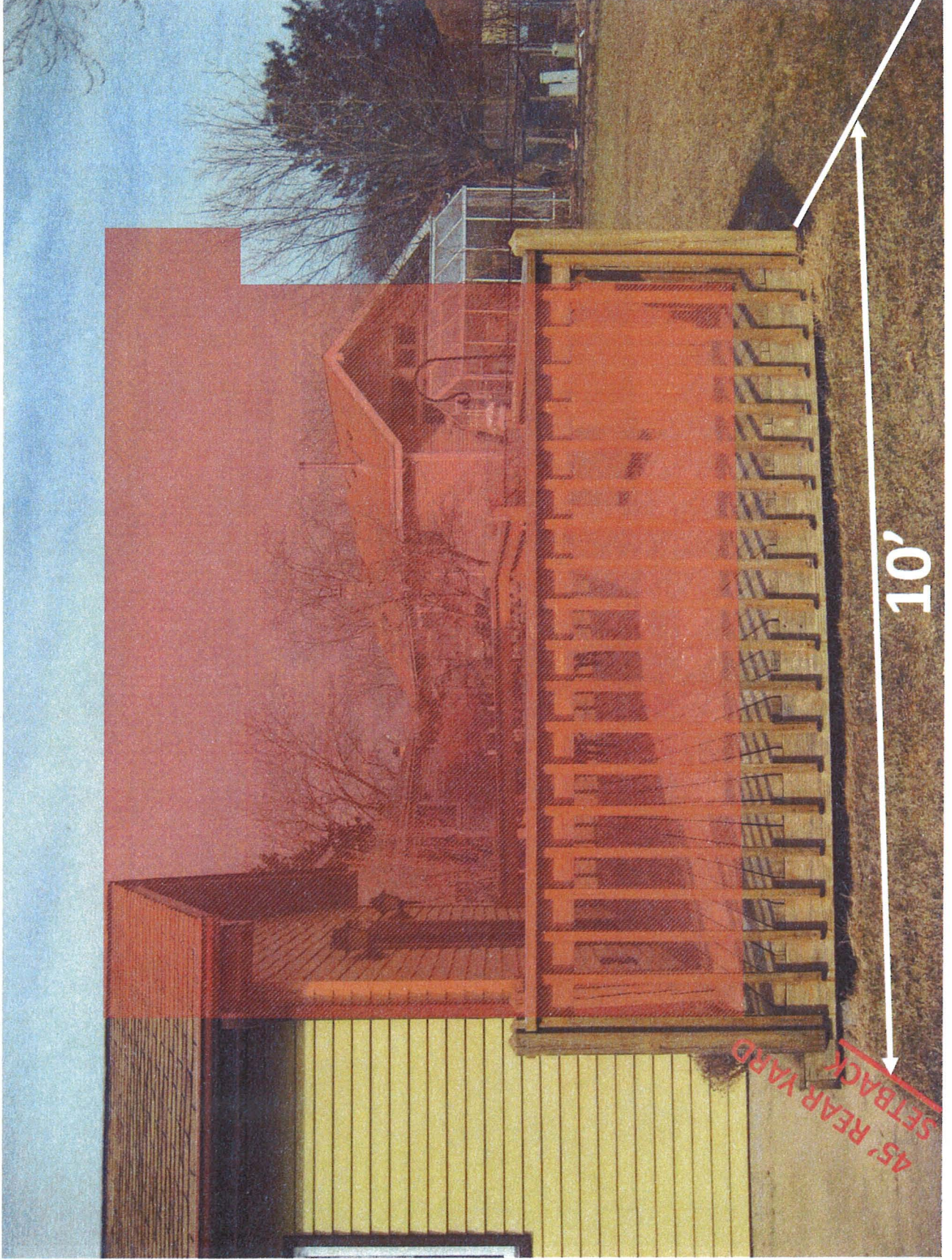


# Case #15-05 View from East





# Case #15-05 View from South



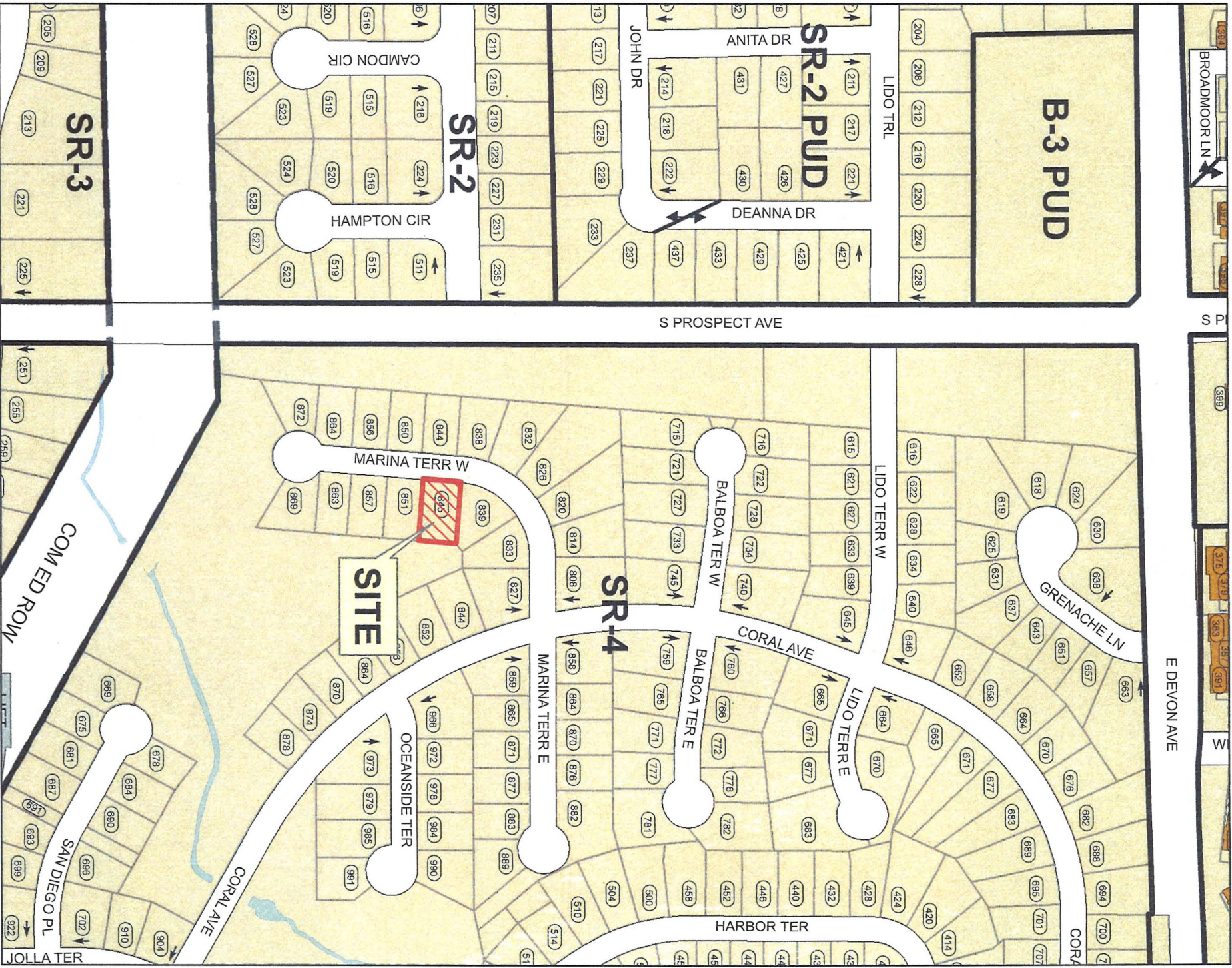


# Case #15-05 View from North





# LOCATION MAP







## Agenda Item Executive Summary

Item Name Case # 15-06 - Polly - 966 Pimlico Lane Committee or Board Village Board

### BUDGET IMPACT

Amount:	<u>N/A</u>	Budgeted	<u>N/A</u>
List what fund	<u>N/A</u>		

### EXECUTIVE SUMMARY

A 5' **VARIATION** from the required 70' rear yard to construct an open-sided attached canopy on the rear of the house at 966 Pimlico Lane in the ER-3 Estate Residence Zoning District.

The Zoning Board of Appeals reviewed the variation request, conducted the public hearing, and unanimously recommended approval at their April 2, 2015 meeting.

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

### ATTACHMENTS (PLEASE LIST)

CD Memo, 4/2/15 ZBA Minutes, Ordinance, Letter of no comment from the Forest Preserve District of DuPage County, Petitioner Cover Letter, Application, Location Map, Plat of Survey, Building Elevations, and Photos of the rear of the house with the location of the proposed addition indicated

### ACTION REQUESTED

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

Resolution \_\_\_\_\_

Ordinance  X

Motion: Move to approve Ordinance 2015- \_\_\_\_\_, An Ordinance Approving a 5' **VARIATION** from the required 70' rear yard to construct an open-sided attached canopy on the rear of the house at 966 Pimlico Lane in the ER-3 Estate Residence Zoning District.

Staff: Jim Plonczynski

Date: 4/13/15

**COMMUNITY DEVELOPMENT MEMORANDUM**

**15-061**

DATE: April 13, 2015  
TO: Valerie Salmons, Village Administrator  
FROM: Jim Plonczynski, Com Dev Director  
RE: **(#15-06) Polly – 966 Pimlico Lane**

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**PETITIONER**

Kimberley Polly

**SUBJECT SITE**

966 Pimlico Lane

**REQUEST**

Variation – Rear Yard

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

**DISCUSSION**

1. The subject property is zoned ER-3 (Estate Residence District).
2. The petitioner is requesting a 5' variation from the required 70' rear yard to construct an open-sided attached canopy on the rear of the house. The canopy would be located over a wood deck, roughly centered on the rear façade, above an existing door and window (refer to attached Architectural Plans).
3. The footprint of the proposed canopy is 16' x 17.5' and would have a gable roof supported by two columns. The roof would have an approximate 1' overhang. Any overhang less than 4' is permitted in the required rear yard. Therefore, only the 16' x 17.5' footprint is used to determine the variation (see attached Plat of Survey and Architectural Plans).
4. The property has an irregular shape. The bend in the rear lot line creates a bend in the required 70' rear yard setback line. The northeast corner of the canopy's support columns would encroach approximately 5' into the required rear yard setback line.
5. The impervious surface ratio of this lot would increase slightly as a result of the proposed attached canopy, which would be located adjacent to an existing concrete patio that was constructed in 2014 in accordance with the new

impervious surface ordinance. Including the proposed canopy, the impervious surface ratio for the house and other paved improvements is 21% which complies with the 30% maximum impervious surface for a lot of this size.

6. If the variation is approved, the petitioner may apply for a building permit for the proposed attached canopy.

**RECOMMENDATION**

1. The Zoning Board of Appeals reviewed the variation request and conducted the public hearing at their April 2, 2015 meeting. The Zoning Board of Appeals recommended **approval** of the variation based on the following findings of fact:
  - A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
  - B. That conditions upon which the petition for a variation is based are unique to the property for which the variations are sought and are not applicable, generally, to other property within the same zoning classifications.
  - C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.
  - D. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.
  - E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
  - F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
  - G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.
2. An Ordinance approving a 5' variation from the required 70' rear yard to construct an open-sided attached canopy on the rear of the house at 966 Pimlico Lane is attached for your review and consideration.

**Case # 15-06 966 Pimlico Lane – Variation – Rear Yard – PUBLIC HEARING**

The petitioners, Kimberley and Chris Polly, were present and sworn in. They reside at 966 Pimlico Lane, Bartlett, IL.

**The following Exhibits were presented:**

- Exhibit A - Picture of Sign**
- Exhibit B - Mail Affidavit**
- Exhibit C - Notification of Publication**
- Exhibit D - Letter of No Comment from DuPage Forest Preserve District**

**K. Polly** – We are requesting a 5-foot reduction from the 70 foot required rear yard in the neighborhood we live in. As you can see from the diagram, our lot has a unique shape to it where it cuts off one of our corners. We just want to put a covered area over a deck in the back yard. We have already tried to reverse our plan from where we had a stone patio and deck to try push the deck further down the house so we could maybe avoid this hearing, but we can't push it any further down the house because we get into the two-stories over the living room. And, because of the angle at the end of our lot, one corner of the roof support column goes 5 feet into the required 70 foot rear yard space.

**M. Werden** – You definitely have a unique shape to your lot. Have we heard anything from the neighbors?

**M. Schwarz** – No, we have not.

**J. Plonczynski** – I just want to point out that you have in front of you a letter we received from DuPage Forest Preserve District. They do not believe that it will have any impact on the forest preserve and they appreciated the opportunity to comment (Exhibit D).

**M. Werden** – It seems like it is their practice to make comment on plans that about the forest preserve land. It is kind of them not to object. Are there any further questions from the Commissioners?

**G. Koziol** – This is probably one of the most unique lots that I have ever seen. You are really challenged with that double angle in the back.

**K. Polly** – Yes we were. We were also challenged with the grade that was in the yard. We fixed that last year after going through a number of different permit processes. We had an 8% grade, so there wasn't much land to utilize. Everything the kids did rolled into all of the neighbor's yards.

**C. Polly** – And, I think you can see from the pictures, how it really is starting to shape up. As you can see, there is an upper tier now where we imagine an outdoor living space, followed by a large 40 foot section that is flat for the kids' toys and such. And you can see the corner where the stone patio is in and the craftsmanship of the patio. It should be a very nice addition.

**K. Polly** – We had many conversations with the neighbors and they like the better look of the property.

**J. Plonczynski** – Who has the dog. I ask because I had to gingerly walk around back there.



**K. Polly** – Well, we have two small dogs. Sorry. The area that they normally would do their business is no longer there. I guess we kind of neglected it during the winter. Sorry.

**Chairman Werden** opened the Public Hearing. *There was no one in the audience that wished to speak.*

A motion was made to pass along a positive recommendation to the Village Board for the 5-foot variance at 966 Pimlico Lane.

Motioned by: **B. Bucaro**

Seconded by: **R. Carney**

**Chairman Werden** closed the Public Hearing.

Discussion

None

Roll Call

Ayes: **M. Werden, G. Koziol, B. Bucaro, P. Hanson, R. Carney, J. Banno**

Nays: **None**

The motion carried.

**M. Werden** – We will pass on a positive recommendation to the Village Board. Stay in touch with Staff to see when this will appear on a Village Board agenda.

**ORDINANCE 2015-**

**AN ORDINANCE GRANTING  
A REAR YARD VARIANCE FOR 966 PIMLICO LANE**

**WHEREAS**, a public hearing has heretofore been held by the Bartlett Zoning Board of Appeals (the "Zoning Board") on April 2, 2015 pursuant to public notice as required by law, with respect to the petition (Case #15-06) of Kimberly Polly (the "Owner") for a 5.0-foot variation from the required 70-foot rear yard to allow for the construction of an open sided porch canopy (the "Variation") at 966 Pimlico Lane, Bartlett, Illinois, hereinafter legally described (the "Property") which is in the ER-3 Estate Residence Zoning District; and

**WHEREAS**, the Zoning Board of Appeals recommended approval of the Petition for the Variation to the corporate authorities; and

**WHEREAS**, the corporate authorities have determined that it is in the public interest to grant the zoning relief requested by the petitioner which was recommended for approval by the Zoning Board of Appeals;

**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 corporate authorities hereby make the following findings of fact:

a. That the particular physical surroundings, shape and topographical condition of the Property would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the zoning

regulations were carried out.

b. That conditions upon which the petition for the variation is based are unique to the Property and are not applicable, generally, to other property within the same zoning classification.

c. That the purpose of the variation is not based exclusively upon a desire to make more money out of the Property.

d. That the alleged difficulty or hardship is caused by the provisions of the Bartlett Zoning Ordinance and has not been created by any person presently having an interest in the Property.

e. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the Property is located.

f. That the variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.

g. That the granting of the variation requested will not confer on the applicant any special privilege that is denied by the provisions of the Bartlett Zoning Ordinance to other lands, structures or buildings in the same district.

**SECTION TWO:** A 5.0' variation from the required 70' rear yard in the ER-3, Estate Residence Zoning District, is hereby granted to allow for the construction of

an open sided porch canopy on the Property, commonly known as 966 Pimlico Lane, Bartlett, Illinois and legally described as follows:

**LOT 40 IN THE RIDINGS EAST UNIT 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 15, AND EAST OF THE NORTHEAST QUARTER OF SECTION 16, ALL IN TOWNSHIP 40 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1998, AS DOCUMENT R98-264330, AND CERTIFICATE OF CORRECTION RECORDED MARCH 17, 1999, AS DOCUMENT R-99-064289, IN DUPAGE COUNTY, ILLINOIS.**

**PERMANENT INDEX NUMBER: 01-15-100-038**

(the "Property"), subject to the condition set forth in Section Three of this Ordinance.

**SECTION THREE:** All structures to be built upon the Property shall be built in strict compliance with the Bartlett Building Code.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:**           this 21<sup>st</sup> day of April, 2015

**APPROVED:**       this 21<sup>st</sup> day of April, 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 April 21, 2015 and approved on April 21, 2015 as the same appears from the official records of the Village of Bartlett.

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



Forest Preserve District  
of DuPage County

*Connecting People to Nature for 100 Years*

**RECEIVED  
COMMUNITY DEVELOPMENT**

**APR 1 2015**

**VILLAGE OF  
BARTLETT**

35580 Naperville Road  
P.O. Box 5000  
Wheaton, IL 60189  
630.933.7200  
Fax 630.933.7204  
TTY 800.526.0857  
dupageforest.org

April 1, 2015

Mr. Mike Werden, Chairman  
Zoning Board of Appeals  
Village of Bartlett  
228 South Main Street  
Bartlett, IL 60103

Re: Public Hearing on 5' variation request  
PIN 01-15-100-038  
Case #15-06

Dear Chairman Werden:

The Forest Preserve District of DuPage County recently received notice of a proposed 5' variation from the required 70' rear yard, on the property located at 966 Pimlico Lane in Bartlett. We appreciate receiving timely notification of such projects/requests that may have an impact on our nearby/adjacent property, and thank you for the opportunity to comment.

District Staff has reviewed the information you provided and the requested variation and does not have any comments at this time. Please call me at (630) 933-7235 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'Kevin Stough' followed by a small flourish.

Kevin Stough  
Manager of Land Preservation

cc: Joseph Cantore, President  
Al Murphy, District 6 Commissioner  
Bob Vick, Deputy Director of Natural Resources  
Mike Palazzetti, Deputy Director of Operations  
Dan Zinnen, Director of Resources Management and Development

Village of Bartlett  
Community Development Department  
228 S. Main Street  
Bartlett, IL 60103

RECEIVED  
COMMUNITY DEVELOPMENT

February 25, 2015

MAR 10 2015

**Re: Zoning Variance Response Letter  
Rear Yard Setback Reduction**

VILLAGE OF  
BARTLETT

Dear President and Board of Trustees:

We respectfully submit a response letter for the variance request stated above. We are requesting the rear yard setback be reduced from 70' to 65' for the property located at 966 Pimlico Lane, Bartlett, IL. Due to the slanted rear yard property line, it is difficult to put a reasonably sized roof over part of a deck and still meet the required 70 feet rear yard setback for our subdivision. We did alter our original plan for the back yard by reversing the location of the patio and the deck to try to minimize the rear yard setback reduction needed. However, we still need the covered area to cover the part of the deck that is located outside of the slider door from our kitchen, so shifting the location of the covered area further to the west is not an option. To meet the current 70' required rear yard, the current plan would only allow for the roof over the deck to come out about 8' from the house. The variance request is relatively minor and meets the standards established by the Village of Bartlett Zoning Ordinance as evidenced in the responses to the 7 facts for variation included in the Variation Application Packet.

Respectfully submitted,

  
Kimberley Polly





VILLAGE OF BARTLETT  
VARIATION APPLICATION  
(Please type or complete in blue or black ink.)

For Office Use Only  
Case # **RECEIVED 15-06**  
COMMUNITY DEVELOPMENT  
**MAR 10 2015**  
VILLAGE OF  
BARTLETT

PETITIONER INFORMATION

Name: Kimberly Polly  
Address: 966 Pimlico Lane  
Bartlett, IL 60103

Phone: 812-320-7807  
Fax: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Email: kpolly@harpercollege.edu

PROPERTY OWNER INFORMATION

Name: Kimberly i Charles Polly  
Address: 966 Pimlico Lane  
Bartlett, IL 60103

Phone: 812-320-7807  
Fax: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Email: kpolly@harpercollege.edu

VARIATION REQUESTED (i.e. setback, fence, etc.)

rear yard setback

SIZE OF REQUEST (5 ft., 10 ft., etc)

5 ft

DESCRIPTION OF VARIATION REQUEST

We are requesting the rear yard set back to be reduced by 5ft (from 70' to 65')

PROPERTY INFORMATION

Common Address/General Location of Property: 966 Pimlico Lane

Property Index Number ("Tax PIN"/"Parcel ID"): 01-15-100-038-0000

Zoning: ER-3 Land Use: Single family residential  
(Refer to Official Zoning Map)

Comprehensive Plan Designation for this Property: Estate residential  
(Refer to Future Land Use Map)

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

Attorney \_\_\_\_\_  
Surveyor \_\_\_\_\_  
Other \_\_\_\_\_

## FINDINGS OF FACT FOR VARIATIONS

Both the Zoning Board of Appeals and Village Board must decide if the requested Variances meet the standards established by the Village of Bartlett Zoning Ordinance.

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

1. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

Our lot has a shape where the corner of the lot has been cut off which makes it difficult to put a decent sized roof to cover part of the deck. Due to the angle on the back lot line, a roof could only extend 10 feet from the back of the house.

2. That conditions upon which the petition for a variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.

This lot shape is unique to this lot in our subdivision. Other lots around us have a straight back lot line which makes it easier to stay within the 70' required rear yard set back.

3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property.

The purpose of the variation is to create a reasonable sized covered area on a deck.

---

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4. That the alleged difficulty or hardship is caused by the provisions of this Title and has not been created by any person presently having an interest in the property.

The difficulty is the shape of the lot.

The lot size and shape were not created by us or any person having an interest in the property.

5. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.

Having a covered area on our deck that is more proportional to the size of the house will not be detrimental or injurious.

6. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.

This area will be covered but not screened in.

This roof will not impair the light supply to our house or any neighboring property.

7. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.

Almost all other properties in our subdivision currently have decks and covered areas. The shape of the other lots did not require them to apply for a request for variance. Our property with its slanted property line and extreme grade away from the house have made it difficult to make this property as nice as those that surround it.

**ACKNOWLEDGEMENT**

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

SIGNED: Kimberly A Polly.  
PRINT NAME: Kimberley A. Polly  
DATED: 25 February 2015

**REIMBURSEMENT OF CONSULTANT FEES AGREEMENT**

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

NAME OF PERSON TO BE BILLED: Kimberley A. Polly  
ADDRESS: 966 Pimlico Lane  
Bartlett, IL 60103  
PHONE NUMBER: 812-320-7807  
SIGNED: Kimberly A Polly.  
DATED: 25 February 2015



# PLAT OF SURVEY

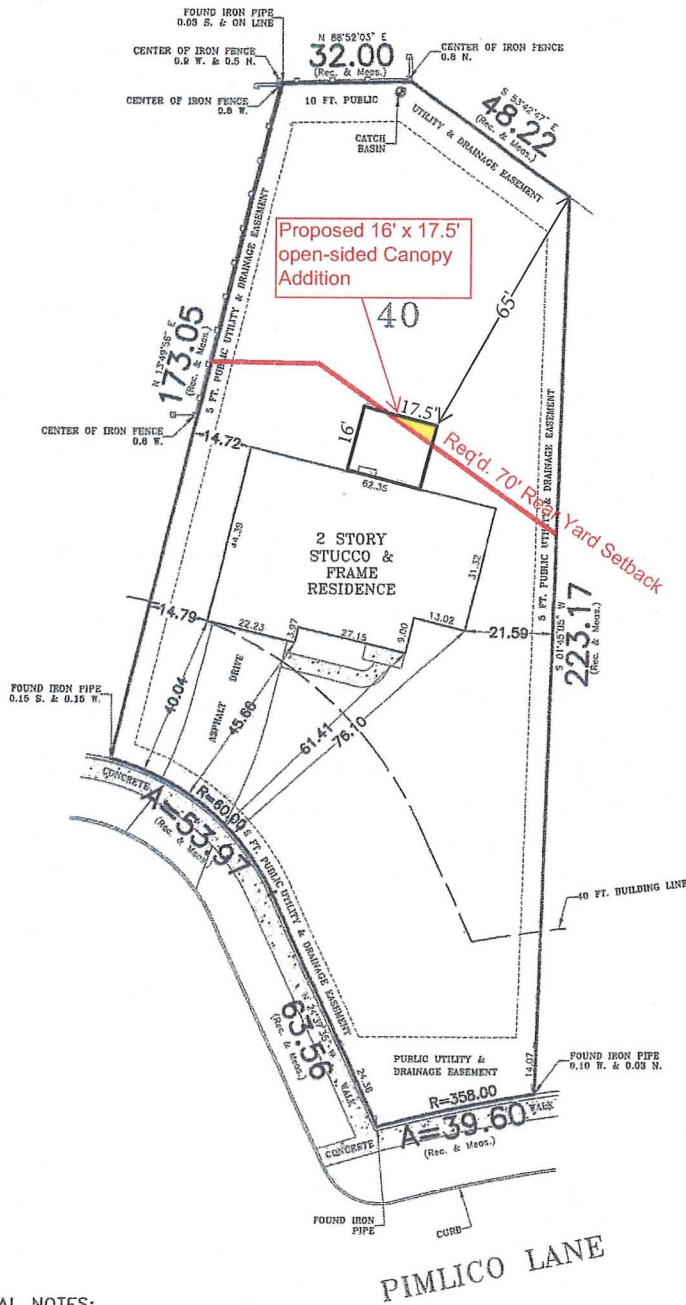
of

LOT 40 IN THE RIDINGS EAST UNIT 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 15, AND PART OF THE NORTHEAST QUARTER OF SECTION 16, ALL IN TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 15, 1998, AS DOCUMENT R98-264330, AND CERTIFICATE OF CORRECTION RECORDED MARCH 17, 1999, AS DOCUMENT R99-064289, IN DuPAGE COUNTY, ILLINOIS.

ADDRESS: 966 PIMLICO LANE, BARTLETT, ILLINOIS



SCALE: 1"=30'



### GENERAL NOTES:

- 1) THE LEGAL DESCRIPTION HAS BEEN PROVIDED BY THE CLIENT OR THEIR AGENT.
- 2) THIS SURVEY SHOWS THE BUILDING LINES AND EASEMENTS AS INDICATED BY THE RECORDED PLAT. THIS PLAT DOES NOT SHOW ANY RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES UNLESS SUPPLIED BY THE CLIENT.
- 3) BASIS OF BEARING FOR THIS SURVEY IS AS THE NORTH ARROW INDICATES, AND IS SHOWN TO INDICATE THE ANGULAR RELATIONSHIP OF THE BOUNDARY LINES.
- 4) MONUMENTS, IF SET, DURING THIS SURVEY, REPRESENT THE TRUE CORNERS OF THIS DESCRIPTION AS SURVEYED.
- 5) LOCATION OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. NO EXTRAPOLATIONS MAY BE MADE FROM THE INFORMATION SHOWN HEREBY.
- 6) ONLY COPIES WITH AN ORIGINAL SIGNATURE AND SEAL ARE OFFICIAL LEGAL DOCUMENTS. ALL SURVEYS ARE COPYRIGHTED MATERIALS WITH ALL RIGHTS RESERVED.

STATE OF ILLINOIS )  
COUNTY OF COOK ) S.S.

SURVEY ORDERED BY: ARTHUR WENZEL

I, JOSEPH P. MAIKISCH, AS AN EMPLOYEE OF PREFERRED SURVEY INC., DO HEREBY STATE THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARD FOR A BOUNDARY SURVEY. PROPERTY CORNERS HAVE BEEN SET OR NOT IN ACCORDANCE WITH CLIENT AGREEMENT. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL FRACTIONS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

GIVEN UNDER MY HAND AND SEAL THIS  
18TH DAY OF JUNE



MY LICENSE EXPIRES ON 12/31/2010  
P.S.I. NO. 0987872

Professional Design Registration #184-002705

**PREFERRED SURVEY, INC.**

7845 W. 79TH STREET, BRIDGEVIEW, IL, 60455  
Phone 708-458-7845 / Fax 708-458-7855  
www.pairsurvey.com

Field Work Completed	05/15/09	FLD CREW:	CD/PM
Land Area Surveyed	20,130.2 Sq. Ft.	CAD:	SR
Drawing Revised		PNTN:	8013530

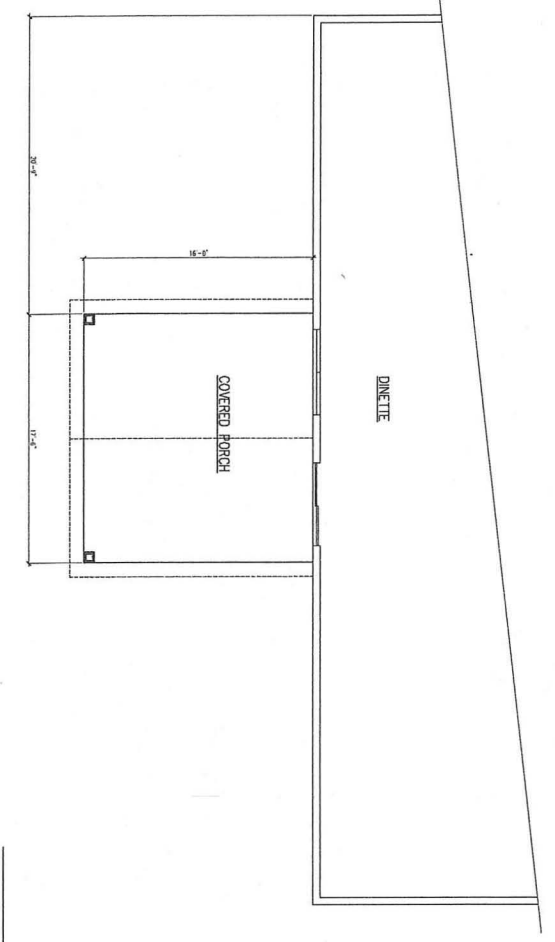




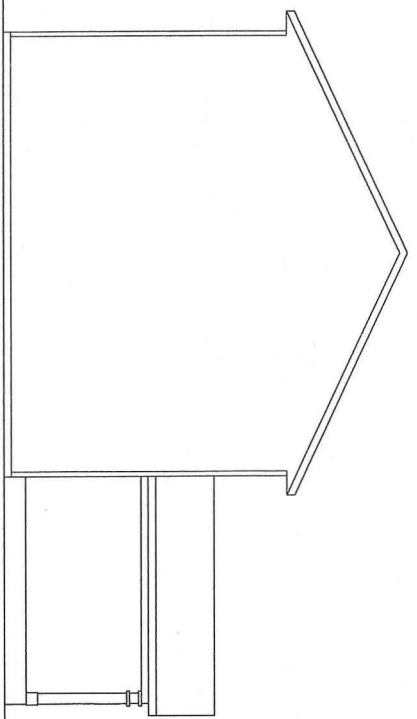
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COMMUNITY DEVELOPMENT

MAR 23 2015

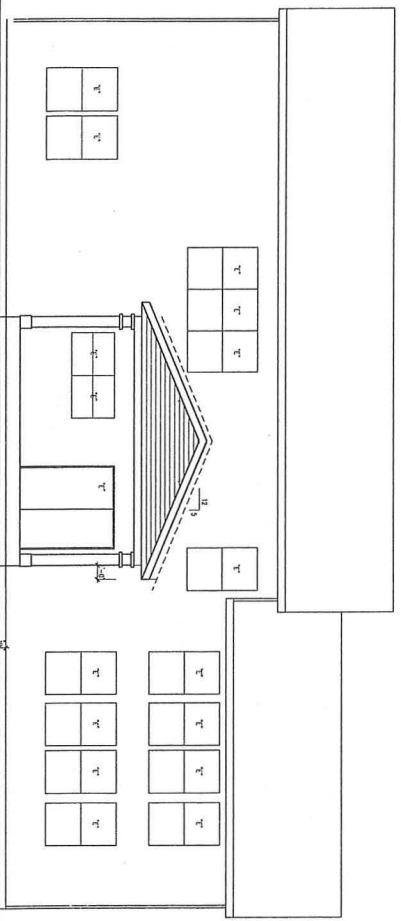
VILLAGE OF  
BARTLETT



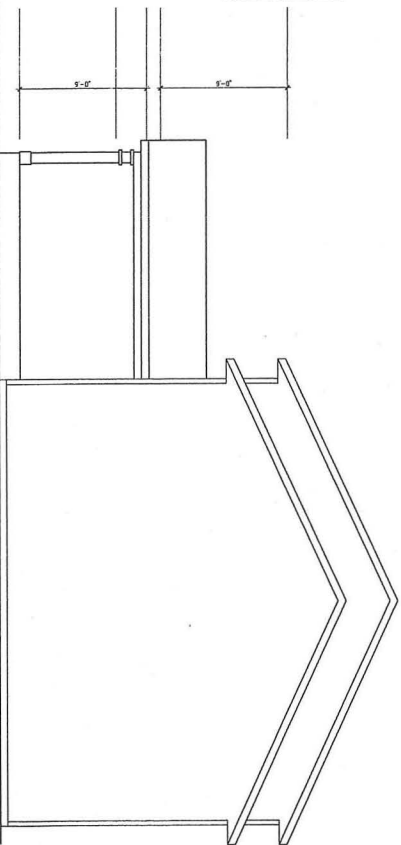
FLOOR PLAN  
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RIGHT ELEVATION  
SCALE 1/8"=1'-0"



REAR ELEVATION--A  
SCALE 1/8"=1'-0"



LEFT ELEVATION  
SCALE 1/8"=1'-0"

Street No.  
A-1  
1 of 1

COVERED PORCH  
966 PIMLICO LANE  
BARTLETT, ILLINOIS

ISSUE	DATE
PRELIMINARY FOR PERMIT	03-23-15

JAKL BRANDEIS ARCHITECTS LTD.  
1800 HAWTHORNE LANE  
WEST CHICAGO, ILLINOIS 60185  
PH. (630) 562-3900 FAX (630) 562-2570

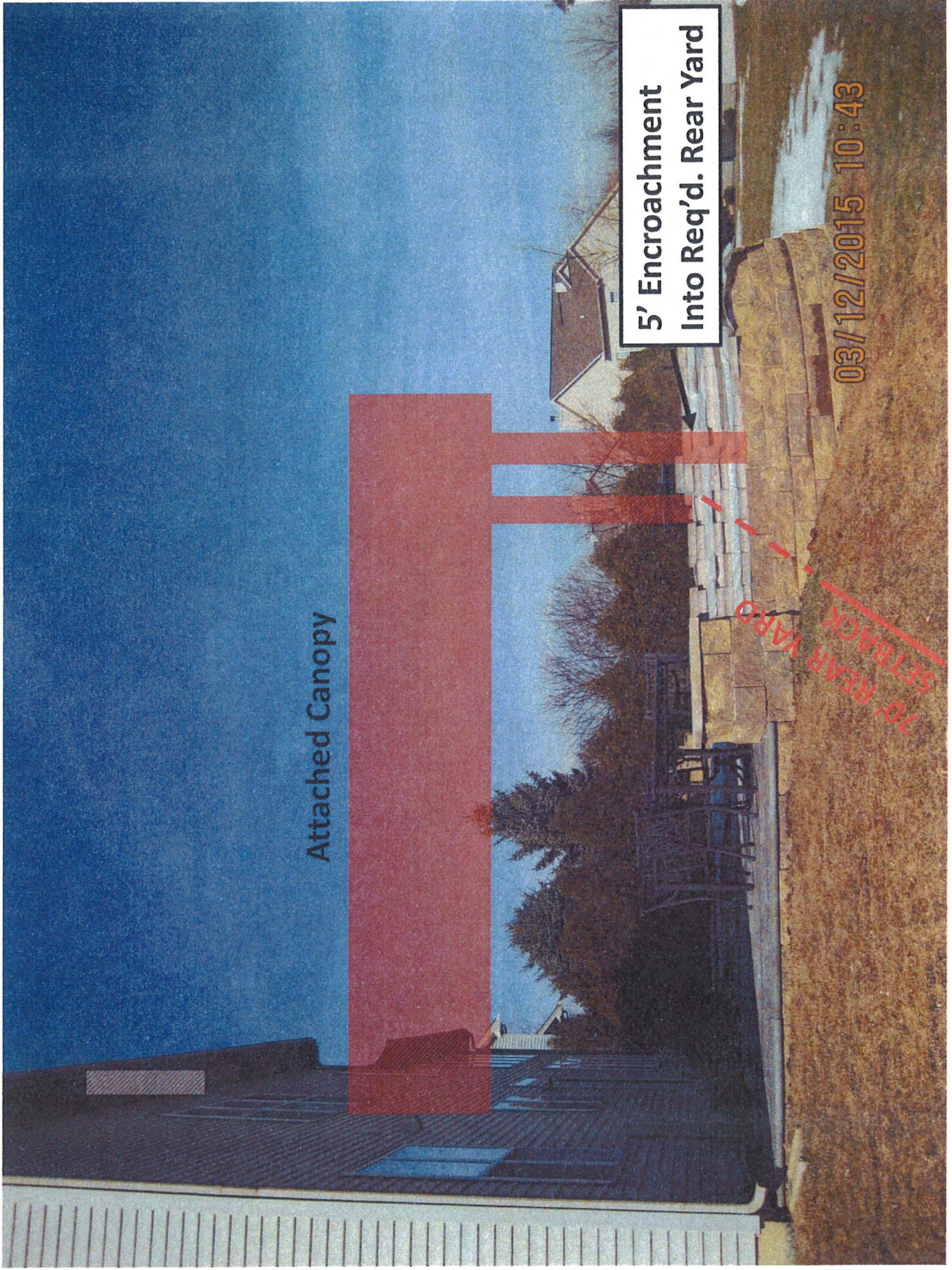


# Case #15-06 View from North





# Case #15-05 View from East



Attached Canopy

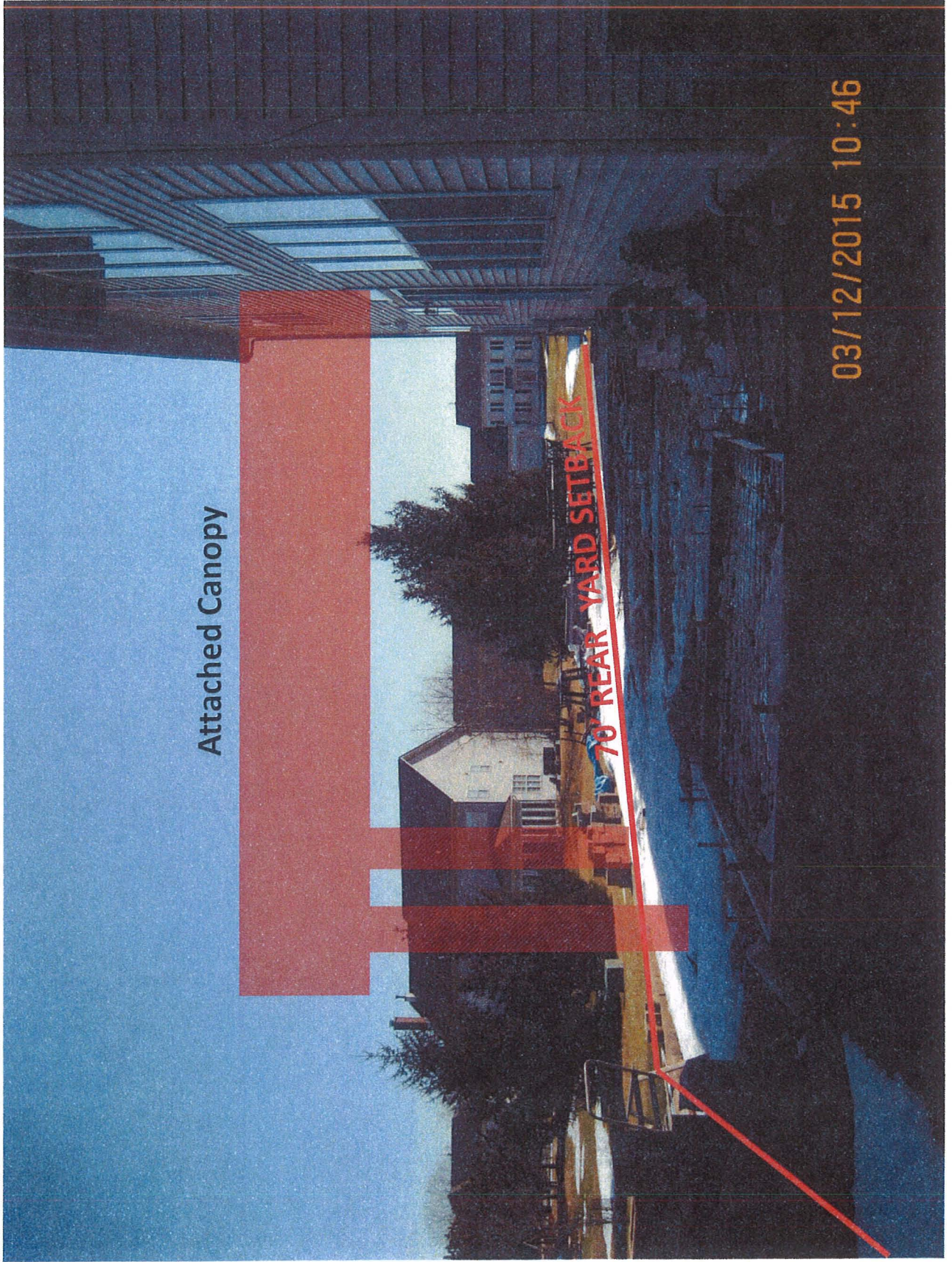
5' Encroachment  
Into Req'd. Rear Yard

70' REAR YARD  
SETBACK

03/12/2015 10:43



# Case #15-06 View from West

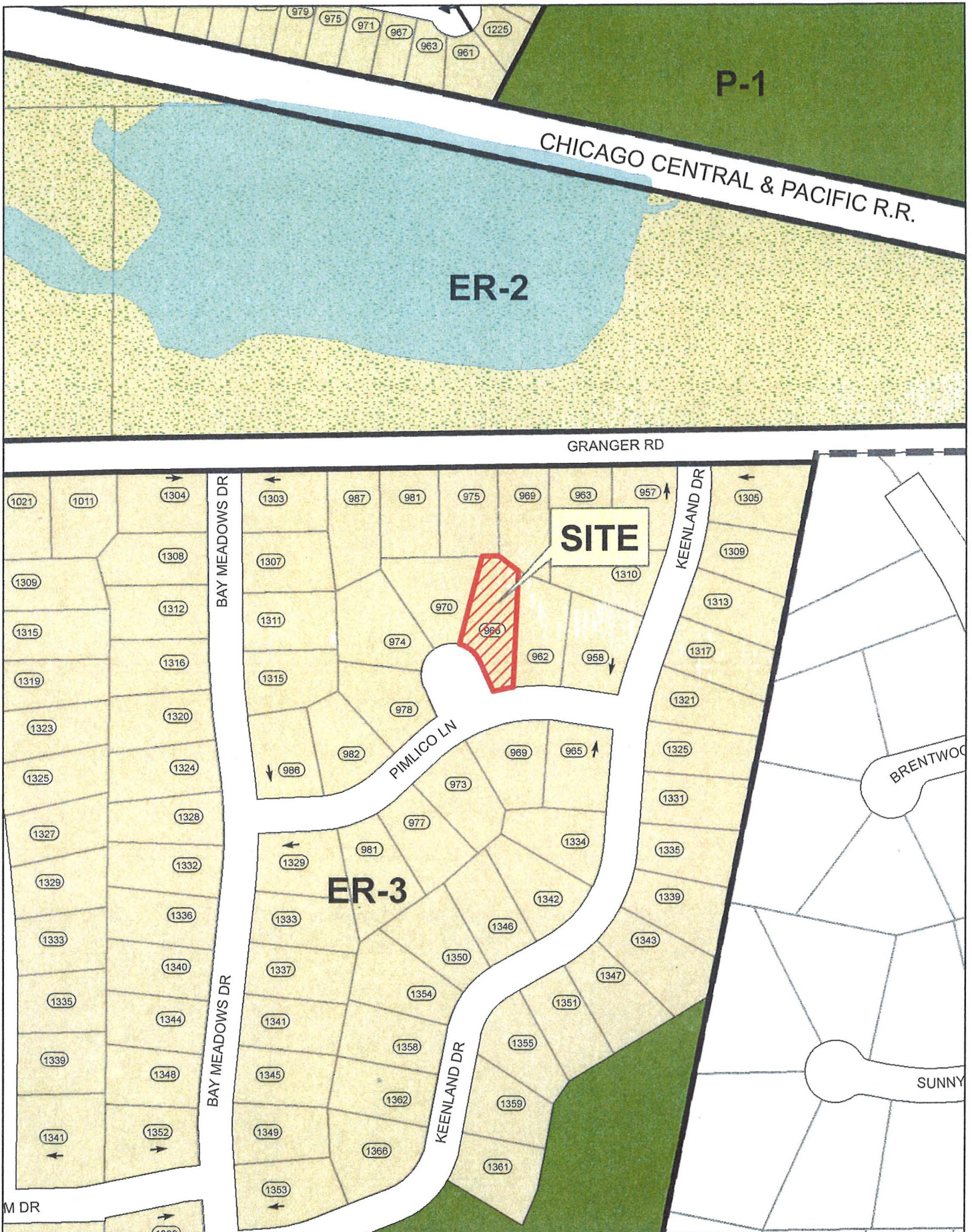


Attached Canopy

03/12/2015 10:46



# LOCATION MAP







## Agenda Item Executive Summary

Item Name      Case # 15-04 - Seasons Produce and Specialty      Committee  
Market      or Board      Village Board

### BUDGET IMPACT

Amount:      N/A      Budgeted      N/A

List what  
fund      N/A

### EXECUTIVE SUMMARY

A request for a **SPECIAL USE PERMIT AMENDMENT (2<sup>nd</sup> AMENDMENT)** (a) to allow for the expansion of the outdoor sales area and (b) add Friday hours for the existing seasonal outdoor produce market known as Seasons Produce and Specialty Market, located on the west side of Rt. 59, north of Stearns Rd., in the southeast corner of the Bartlett Commons Shopping Center parking lot.

### ATTACHMENTS (PLEASE LIST)

CD Memo, 4/9/15 PC Minutes, Ordinance, Applicant Cover Letter, Owner Authorization Letter, Application, Location Map, Site Plan

### ACTION REQUESTED

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

Resolution \_\_\_\_\_

Ordinance  \_\_\_\_\_

Motion: Move to approve a **SPECIAL USE PERMIT AMENDMENT (2<sup>nd</sup> AMENDMENT)** (a) to allow for the expansion of the outdoor sales area and (b) add Friday hours for the existing seasonal outdoor produce market known as Seasons Produce and Specialty Market, located on the west side of Rt. 59, north of Stearns Rd., in the southeast corner of the Bartlett Commons Shopping Center parking lot.

Staff:      Jim Plonczynski

Date:      4/13/15

**COMMUNITY DEVELOPMENT MEMORANDUM**

**15-068**

DATE: April 13, 2015  
TO: Valerie Salmons, Village Administrator  
FROM: Jim Plonczynski, Com Dev Director  
RE: **(#15-04) Seasons Produce and Specialty Market**

---

**PETITIONER**

Valery Kapadoukakis on behalf of Seasons Produce and Specialty Market

**SUBJECT SITE**

West side of Rt. 59, north of Stearns Road, in the Bartlett Commons Shopping Center

**REQUEST**

Special Use Permit Amendment (2<sup>nd</sup> Amendment) – (a) to allow for the expansion of the outdoor sales area and (b) add Friday hours

*Staff is requesting that the Petitioner's request be forwarded directly to the Village Board for a final vote in order to facilitate the opening of the produce market on May 1, 2015.*

**SURROUNDING LAND USES**

	<b><u>Land Use</u></b>	<b><u>Comprehensive Plan</u></b>	<b><u>Zoning</u></b>
<b>Subject Site</b>	<b>Commercial</b>	<b>Commercial</b>	<b>B-3 PUD</b>
North	Commercial/SF	Commercial	B-3 PUD/R-3*
South	Commercial	Commercial	B-4
East	Commercial	Commercial	B-3
West	Single Family	Suburban Residential	SR-2 PUD

\* DuPage County Zoning

**DISCUSSION**

1. The petitioner was granted a Special Use Permit on June 7, 2011 by Ordinance #2011-38 for outdoor seasonal sales for a produce market in the Bartlett Commons Shopping Center. The petitioner was subsequently granted an amendment to the Special Use Permit on May 21, 2013 by Ordinance #2013-41. The 2013 amendment was to (a) expand the outdoor seasonal sales area and (b) to extend the seasonal time permitted to operate the market. The petitioner is now requesting a second amendment to the Special Use Permit: (a) to further expand the outdoor sales

- area due to increased demand and (b) add Friday hours.
2. The petitioner is currently approved to operate the market every Saturday and Sunday from 8:00 a.m. until 5:00 p.m. from May 1<sup>st</sup> through November 30<sup>th</sup> of each calendar year. The petitioner is now seeking to also operate on Fridays from 11:00 a.m. to 8:00 p.m.
  3. As before, the market would consist primarily of whole produce with a small amount of flowers and oils. Only one vendor would be at the site and one small box truck would deliver the produce.
  4. Due to the growing popularity of the market, the petitioner would like to increase the size of the tent used to house the produce. The petitioner was originally approved for a 30' x 40' tent and an area within the parking lot of 40' x 50'. In 2013, the petitioner requested and was approved for a 40' x 60' tent and an area encompassing 50' x 70' in the parking lot. The petitioner is now requesting a 40' x 80' tent within an area encompassing 50' x 90' in the parking lot. There will continue to be just one truck that would park east of the tent, behind the BP gas station.
  5. As a reminder, the petitioner previously contacted the DuPage County Health Department and because only whole produce is being sold at this location, no permit is required. There will be no food preparation on the site.
  6. A building permit would be required for the proposed seasonal tent as has been required in the past.
  7. The market would occupy approximately 20 parking spaces (which includes 2 parking spaces for a small box truck). The Bartlett Commons Shopping Center currently has 422 parking spaces and Staff believes that the site will adequately accommodate this proposed use.
  8. The owner of the property has granted permission for the petitioner to expand their outdoor sales area and to apply for the Special Use Permit 2<sup>nd</sup> Amendment (see attached letter).

### **RECOMMENDATION**

1. The Plan Commission reviewed the variation request and conducted the public hearing at their April 9, 2015 meeting. The Plan Commission recommended **approval** of the request to amend the Special Use Permit (2<sup>nd</sup> Amendment) (a) to allow for the expansion of the outdoor sales area and (b) add Friday hours subject to the following conditions and findings of fact:

- A. The petitioner shall obtain a building permit each year for the seasonal tent;
  - B. The tent shall be permitted within the approved area of the parking lot as identified on the attached Site Plan from May 1<sup>st</sup> through the end of November (weather permitting) where it will be removed for the winter months;
  - C. Findings of Fact (Special Use Permit – Outdoor Sales):
    - i. The proposed seasonal/temporary market is desirable to provide a service and facility which is in the interest of public convenience and will contribute to the general welfare of the community;
    - ii. That the proposed seasonal/temporary market will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
    - iii. That the special use shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
2. An ordinance approving the request to amend the Special Use Permit (2<sup>nd</sup> Amendment) (a) to allow for the expansion of the outdoor sales area and (b) add Friday hours is attached for your review and consideration.

Attachments



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

**AN ORDINANCE APPROVING AN AMENDMENT TO THE SPECIAL USE PERMIT  
(SECOND AMENDMENT) TO ALLOW THE EXPANSION OF THE OUTDOOR  
SEASONAL SALES AREA AND AN EXTENSION OF THE SEASONAL TIME  
PERMITTED TO OPERATE A PRODUCE MARKET IN THE BARTLETT COMMONS  
SHOPPING CENTER**

---

**WHEREAS**, Valery Kapadoukakis d/b/a Seasons Produce and Specialty Market (the "Petitioner"), has filed a petition for amendments to the special use permit for outdoor sales granted by Ordinance #2013-41 for a Produce Market in the Bartlett Commons Shopping Center parking lot, which property is legally described on Exhibit A (the "Subject Property"), and located on the northwest corner of Rt. 59 and Stearns Road, and is zoned B-3 PUD, Neighborhood Shopping Planned Unit Development District, (i) to allow for the expansion of the outdoor sales area to 50' x 90', and (ii) for a change in time period to add Friday hours from 11AM to 8PM when the outdoor Produce Market will operate (the "Petition"); and

**WHEREAS**, the owner of the Subject Property, Bartlett Plaza, LLC, by its manager, Paul Scardino, has consented to the Petition; and

**WHEREAS**, the Bartlett Plan Commission conducted a public hearing on April 9, 2015 on the Petition for amendments to the special use permit for outdoor seasonal sales to include the expansion of the outdoor sales area to 50' x 90' and a change of the time permitted to add Friday hours from 11AM to 8PM to operate a Produce Market in the Bartlett Commons parking lot (Case #15-04), and has made certain findings of fact and has recommended to the corporate authorities that (i) the amendments to the special use permit to allow for the expansion of the outdoor sales area to 50' x 90' for a Produce

Market limited to the portion of the Subject Property depicted on the map attached hereto as Exhibit B (the "Produce Market Site"), and (ii) the change to add Friday hours from 11AM to 8PM to the time permitted to operate the Produce Market, be granted subject to the further conditions outlined in its report; and

**WHEREAS**, the corporate authorities have determined that it is in the public interest to approve the amendments to the special use permit to expand the outdoor sales area to 50' x 90' and to add Friday hours from 11AM to 8PM to the time the Produce Market is permitted to operate as recommended by the Plan Commission, subject to certain conditions;

**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 corporate authorities do hereby make the following findings of fact pertaining to the Petition for special use permit amendments for the Produce Market, subject to the conditions set forth in Section Three of this Ordinance:

1. The expansion of the outdoor sales area for a Produce Market and the extension of the time permitted to operate a Produce Market at the particular location in the area of the Bartlett Commons parking lot depicted on Exhibit B is necessary or desirable to provide a service and facility which is in the interest of public convenience and will contribute to the general welfare of the community;
2. That the seasonal Produce Market will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity;
3. That the special use shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such uses and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

**SECTION TWO:** The special use permit heretofore granted for the Subject Property pursuant to Ordinance 2013-41 is hereby amended and a special use permit to allow for the expansion of the outdoor sales area to 50' x 90' in the Bartlett Commons parking lot on the Subject Property, and to (1) temporarily eliminate the use of approximately 20 parking spaces and encompass an area approximately 50' x 90' with a tent approximately 40' x 80' in the area depicted on the Produce Market Site attached hereto as Exhibit B and designated thereon by a bold outline as the "Designated Area", and (2) the extension of the time period to add Friday hours from 11AM to 8 PM when said outdoor Produce Market is authorized to operate on Saturdays and Sundays only from May 1<sup>st</sup> until November 30<sup>th</sup> of each year, is hereby granted, subject to the conditions set forth in Section Three of this Ordinance (the "Special Use Permit").

**SECTION THREE:** That the Special Use Permit to allow for the expansion of the outdoor sales area and the extension of the time permitted to operate a Produce Market granted in Section Two is subject to the following conditions:

- A. The Petitioner shall obtain a building permit each year for the seasonal tent.
- B. The tent and Produce Market shall be permitted only within the approved Designated Area depicted on the Produce Market Site Plan attached hereto as Exhibit B, within the parking lot on the Subject Property on Fridays, Saturdays and Sundays from May 1<sup>st</sup> through the end of November 30<sup>th</sup> of each calendar year, and shall be removed for the winter months.
- C. All other terms and conditions set forth in Ordinance 2013-41 shall remain in effect.

**SECTION FOUR:** The violation of any of the above conditions shall be cause for the revocation of the approval of the Special Use Permit herein granted.

**SECTION FIVE: SEVERABILITY.** The various provisions of this Ordinance are to be considered as severable, and if any part or portion of this Ordinance shall be

held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED**            **this 21<sup>st</sup> day of April, 2015**

**APPROVED**        **this 21<sup>st</sup> day of April, 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 April 21, 2013 approved on April 21, 2013, as the same appears from the official records of the Village of Bartlett.

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



## **EXHIBIT A**

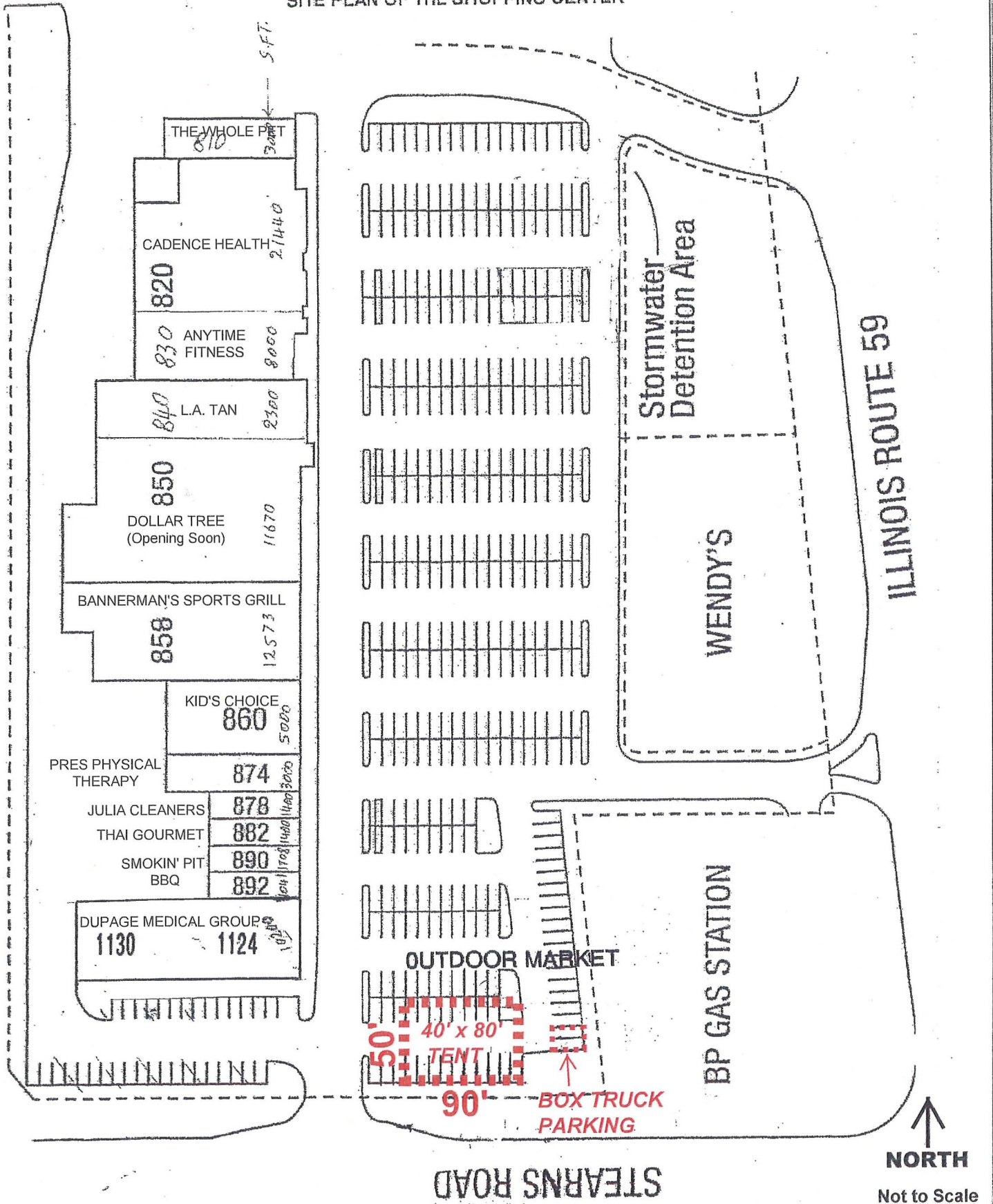
### **LEGAL DESCRIPTION – SEASONS PRODUCE AND SPECIALTY MARKET** **CASE #15-04**

LOT 1 OF BARTLETT COMMONS SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1994 AS DOCUMENT R94-197296, IN DUPAGE COUNTY, ILLINOIS.

PIN: 01-04-401-023

# EXHIBIT B

SITE PLAN OF THE SHOPPING CENTER



**Case # 15-04 Seasons Produce – Special Use Permit (2<sup>nd</sup> Amendment) – a) to Allow for the Expansion of the Outdoor Sales Area and b) Add Friday Hours - PUBLIC HEARING**

The petitioner, Valery Kapadoukakis on behalf of Seasons Produce and Specialty Market, was present and sworn in. The subject site is located on the west side of Route 59, north of Stearns Road, in the Bartlett Commons Shopping Center, Bartlett, IL.

**Chairman Deyne opened the Public Hearing.**

**The following Exhibits were presented:**

- Exhibit A - Picture of Sign**
- Exhibit B - Mail Affidavit**
- Exhibit C - Notification of Publication**

**Mike Schwarz gave some background information.**

**M. Schwarz** – This is a request for a Special Use Permit - 2<sup>nd</sup> Amendment as indicated to allow for the expansion of the outdoor sales area and to add Friday hours. Initially, the petitioner was granted a Special Use Permit in 2011 for outdoor seasonal sales. The petitioner was subsequently granted an amendment to the Special Use Permit in 2013 to expand the area of the market and to expand the season of the market. The petitioner is now requesting a second amendment to the Special Use Permit to again expand the area itself and to add Friday hours. The petitioner is now requesting an area of 50' x 90' that would have a 40' x 80' tent within that area. The petitioner is currently operating the market every Saturday and Sunday from 8 am until 5 pm from May 1<sup>st</sup> through November 30<sup>th</sup>. Now they are seeking to operate on Fridays from 11 am until 8 pm. The market would consist, again, primarily of whole produce with a small amount of flowers and oils. Only one vendor would be at the site and one small box truck would deliver the produce. Again, the tent would be increased from the previous 30' x 40' to a proposed 40' x 80' tent. As a reminder, the petitioner previously contacted the DuPage County Health Department and because only whole produce is being sold at this location, no permit is required. There will be no food preparation on the site. A building permit will be required for the proposed seasonal tent as has been required in the past. The market will only occupy approximately 20 parking spaces, which includes 2 parking spaces for a small box truck. The Bartlett Commons shopping Center currently has 422 parking spaces. Staff believes that the site will adequately accommodate this proposed use. Finally, the owner of the property has granted permission for the petitioner to expand their outdoor sales area and to apply for the Special Use Permit 2<sup>nd</sup> Amendment. The letter is in your packet. Staff recommends approval of the petitioner's request, subject to the two conditions listed and the three Findings of Fact stated in your Staff report.

**R. Deyne** - Are there any questions from the Commissioners? *There was no response from the Commissioners.* Does the petitioner wish to add anything?

**V. Kapadoukakis** – Only to ask, how soon can we open?

**R. Deyne** – Well, you will have to wait until you have approval from the Village Board. From what I have heard tonight, it should be the first Tuesday in May.

**J. Plonczynski** – We are going to try to get this to the Village Board a little quicker.

**R. Deyne** – The best thing you can do is to keep in touch with Staff and they will let you know when this will be on a Village Board agenda. Are there any other questions from anyone? *There was no response.*

**A motion was made to approve the petitioner's request for a Special Use Permit, 2<sup>nd</sup> Amendment to (a) allow for the expansion of the outdoor sales area and (b) to add Friday hours, along with the recommendations of Staff and the Findings of Fact.**

**Motioned by:** J. Miaso  
**Seconded by:** J. Kallas

**Discussion**

None

**Roll Call**

**Ayes:** M. Hopkins, J. Lemberg, J. Miaso, T. Ridenour, S. Cook, A. Hopkins, J. Kallas,  
T. Connor  
**Nays:** None  
**Abstain:** D. Negele

**Chairman Deyne closed the Public Hearing.**

**R. Deyne** – Good luck to you.



RECEIVED  
COMMUNITY DEVELOPMENT

FEB 25 2015

VILLAGE OF  
BARTLETT

February 22, 2015

President and Board of Trustees  
Village of Bartlett  
228 S. Main St.  
Bartlett, IL 60103

Re: Special use Permit for Seasons Outdoor Produce Market

Dear President and Board of Trustees:

We are applying for a Special Use Permit to enlarge the tent at the location of the corner of Route 59 & Stearns Road for our Outdoor Produce Market. We would like to be able to run this Market from May thru November. We specialize in quality fresh produce at an affordable price.

We hope that you find this acceptable and let us serve the residents of the Village and surrounding areas.

Sincerely,

Valery Kapadoukakis  
Seasons Produce Market

RECEIVED  
COMMUNITY DEVELOPMENT

FEB 25 2015

VILLAGE OF  
BARTLETT

# BARTLETT COMMONS

810-892 S ROUTE 59 BARTLETT, IL 60103

TO WHOM IT MAY CONCERN:

February 26, 2015

WE, PAUL & NICO SCARDINO, ALLOW SEASONS PRODUCE AND SPECIALTY MARKET TO OPEN ON FRIDAYS IN ADDITION TO ITS NORMAL SAUTURDAYS AND SUNDAYS. WE WILL ALSO ALLOW THEM TO EXPAND AN ESTIMATED + OR – 20 FEET SO THEY COULD EASILY FUNCTION AND OPERATE THEIR BUSINESS. ANY QUESTIONS FEEL FREEE TO CONTACT US. THANK YOU

BEST REGARDS,

PAUL/NICO SCARDINO

A handwritten signature in black ink, appearing to read "Paul/Nico Scardino". The signature is fluid and cursive, with a large initial "P" and "N" and a long, sweeping underline.



VILLAGE OF BARTLETT  
SPECIAL USE PERMIT APPLICATION

For Office Use Only  
Case # 15-04  
**RECEIVED**  
COMMUNITY DEVELOPMENT  
FEB 25 2015  
VILLAGE OF  
BARTLETT

PROJECT NAME: Seasons Outdoor Produce & Specialty Market  
(Please type or complete in blue or black ink.)

PETITIONER INFORMATION

Name: Valery KAPADOKAKIS  
Address: 1033 Apple Valley Dr.  
Bartlett IL 60103

Phone: 630-837-0633  
Fax: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Email: juliesdemos@att.net

PROPERTY OWNER INFORMATION

Name: Paul Scardino  
Address: PO BOX 42  
Park Ridge, IL 60068

Phone: 847-271-7876  
Fax: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Email: \_\_\_\_\_

SPECIAL USE PERMIT REQUESTED (Please describe i.e. liquor sales, outdoor seating, etc.)

Outdoor Sales of Produce - expand sales area to 50' x 90'  
and add Friday hours (11:00 a.m. to 8:00 p.m.)

PROPERTY INFORMATION

Common Address/General Location of Property: NW Corner of Stearns & Rt 59

Property Index Number ("Tax PIN"/"Parcel ID"): 01-04-401-023

Zoning: B-3 PUD Land Use: Commercial  
(Refer to Official Zoning Map)

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

Acreage: \_\_\_\_\_

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

Attorney \_\_\_\_\_

Surveyor \_\_\_\_\_

Other \_\_\_\_\_

**FINDINGS OF FACT FOR SPECIAL USES**

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

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

1. That the proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.

*We are able to offer the local community fresh and at times "local" produce that is affordable and of the freshest quality.*

2. That such use will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.

*N/A*

3. That the special use shall conform to the regulations and conditions specified in this Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

*We will conform to the regulations & conditions specified in this title.*



**ACKNOWLEDGEMENT**

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

SIGNED: X Valery Kapadonkakis

PRINT NAME: Valery Kapadonkakis

DATED: 2-20-15

**REIMBURSEMENT OF CONSULTANT FEES AGREEMENT**

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

NAME OF PERSON TO BE BILLED: Valery Kapadonkakis

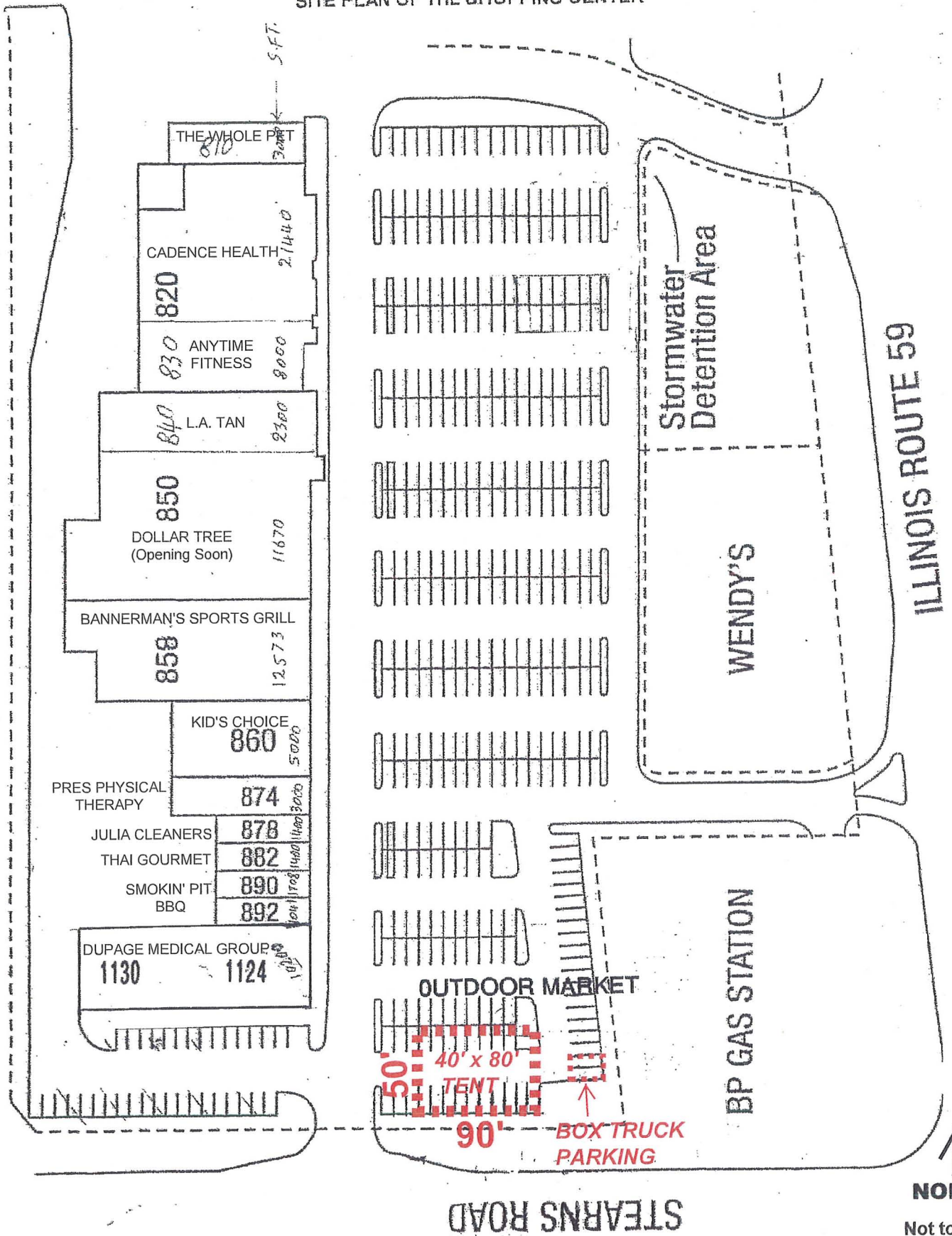
ADDRESS: 1033 Apple VANCEY DR.  
BARTLETT, IL 60103

PHONE NUMBER: 630-837-0633

SIGNED: X Valery Kapadonkakis

DATED: 2-20-15

SITE PLAN OF THE SHOPPING CENTER





Case #2015-04  
Seasons Produce & Specialty Market  
Special Use Permit - Outdoor Sales Expansion







## Agenda Item Executive Summary

Item Name Budget Review Follow Up Committee or Board Board

### BUDGET IMPACT

Amount:	\$61,842,880	Budgeted	\$61,842,880
List what fund	General		

### EXECUTIVE SUMMARY

During the review a number of requests and changes to the budget were proposed. Those changes have been incorporated in the final expenditure totals to the budget.

Attached is the budget resolution to adopt the FY'2015/16 budget. Budgeted expenditures total \$61,842,880.

### ATTACHMENTS (PLEASE LIST)

Finance Memo 2015-12, dated April 13, 2015

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

Staff: Jeff Martynowicz/Finance Director Date: 4/13/2015





## Village of Bartlett Finance Department Memo 2015 - 12

**DATE:** April 14, 2015  
**TO:** Valerie Salmons, Village Administrator  
**FROM:** Jeff Martynowicz, Finance Director  
**SUBJECT:** Budget Review Follow Up

A handwritten signature in black ink, appearing to read "Jeff Martynowicz".

The Village Board reviewed the fiscal year 2015/16 budget at the March 3rd, March 17th and April 7th Finance Committee meetings. During the review a number of requests and changes to the budget were proposed. Those changes have been incorporated in the final expenditure totals to the budget.

Attached is the budget resolution to adopt the FY'2015/16 budget. A Public Hearing was conducted on March 17, 2015. Budgeted expenditures total \$61,842,880.

JM/lg  
Attachments

**MOTION:** I move to approve Resolution 2015-\_\_\_\_\_, a resolution adopting the Fiscal Year 2015/16 Budget in the amount of \$61,854,380.

**RESOLUTION 2015- -R**

**A RESOLUTION ADOPTING THE VILLAGE OF BARTLETT BUDGET  
FOR FISCAL YEAR 2015/2016**

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

**SECTION ONE:** That the Budget for the Village of Bartlett for the Fiscal Year beginning May 1, 2015 and ending April 30, 2016 is hereby adopted in the aggregate sum of \$61,842,880 after a Public Hearing was held on March 17, 2015, pursuant to a notice published in the Daily Herald on March 6, 2015.

**SECTION TWO:** That this Resolution shall take effect and full force immediately upon its passage and approval.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** April 21, 2015

**APPROVED:** April 21, 2015

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Kevin Wallace, Village President

**ATTEST:**

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Lorna Giles, Village Clerk

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

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2015- -R enacted on April 21, 2015, and approved on April 21, 2015, as the same appears from the official records of the Village of Bartlett.

---

Lorna Giles, Village Clerk

Village of Bartlett  
FY 2015/16  
List of Additional Budget Cuts

New K-9 Dog	\$63,000
Reduce Board up costs	\$4,500
Cut ID production equipment	\$3,000
Reduce wireless microphones	\$12,000
Pro shop display units	\$4,000
Hold open building inspector position	\$115,938
ICMA conference	\$1,943
APA conference	\$2,500
GFOA National conference	\$1,950
PGA of America conference	\$1,450
APWA conference	\$1,900
Police toughbooks	\$88,000
Digital cameras	\$2,800
Automatic ground storage tank mixer	\$11,500
Total	\$314,481



## Agenda Item Executive Summary

Item Name Electric Utility Tax Amendment Committee or Board Board

### BUDGET IMPACT

Amount: \$300,000 Budgeted \$610,000

List what fund General

### EXECUTIVE SUMMARY

The Village Board has discussed reducing the Municipal Electric Utility Tax during the FY 2015/16 budget discussions. Attached is an ordinance reducing the Electric Utility Tax kilowatt hour rates to generate a decrease in revenue of \$300,000

### ATTACHMENTS (PLEASE LIST)

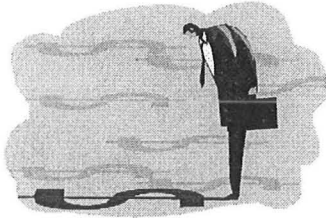
Finance Memo 2015-13, dated April 14, 2015

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

Staff: Jeff Martynowicz/Finance Director Date: 4/13/2015





**Village of Bartlett  
Finance Department Memo  
2015 - 13**

**DATE:** April 14, 2015

**TO:** Valerie Salmons, Village Administrator

**FROM:** Jeff Martynowicz, Finance Director

**SUBJECT:** Electric Utility Tax

Attached, please find an ordinance amending the Village's electric utility tax. In section "ONE – A" of the ordinance, the rates for each tier of kilowatt hours of usage have been reduced to generate a reduction of \$300,000 of revenue.

**MOTION:** I move to approve Ordinance Number 2015-\_\_\_\_\_ an ordinance Amending Title 14, Chapter 2, Section 14-2-3 of the Bartlett Municipal Code to Lower the Municipal Electric Use Tax

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

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

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES  
ON THE 21<sup>ST</sup> DAY OF APRIL, 2015**

**PUBLISHED IN PAMPHLET FORM BY THE AUTHORITY OF THE  
CORPORATE AUTHORITIES OF THE VILLAGE OF BARTLETT,  
COOK, DUPAGE AND KANE COUNTIES, ILLINOIS  
THIS 22<sup>ND</sup> DAY OF APRIL, 2015**

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

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

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**WHEREAS**, on May 2, 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**, 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 2012-32, and still maintain the property values and economic health of the community as a whole; and

**WHEREAS**, the corporate authorities desire to amend Ordinance 2012-32 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 issued on or after June 1, 2015 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 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 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", 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 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; 0.142 cents per kilowatt-hour.
- (2) For the next 48,000 kilowatt-hours used or consumed in a month, 0.093 cents per kilowatt-hour.
- (3) For the next 50,000 kilowatt-hours used or consumed in a month, 0.084 cents per kilowatt-hour.
- (4) For the next 400,000 kilowatt-hours used or consumed in a month, 0.081 cents per kilowatt-hour.
- (5) For the next 500,000 kilowatt-hours used or consumed in a month, 0.079 cents per kilowatt-hour.
- (6) For the next 2,000,000 kilowatt-hours used or consumed in a month, 0.075 cents per kilowatt-hour.
- (7) For the next 2,000,000 kilowatt-hours used or consumed in a month, 0.073 cents per kilowatt-hour.
- (8) For the next 5,000,000 kilowatt-hours used or consumed in a month, 0.072 cents per kilowatt-hour.
- (9) For the next 10,000,000 kilowatt-hours used or consumed in a month, 0.071 cents per kilowatt-hour.
- (10) For all electricity used or consumed in excess of 20,000,000 kilowatt-hours in a month, 0.070 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 customers, beginning with the first bill issued on or after June 1, 2015, and with respect to the use or consumption of electricity by nonresidential customers beginning with the first bill issued to such customers on or after June 1, 2015.

**SECTION TWO:** Section 14-2-3 of Ordinance 2012-32 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 April 22, 2015, and shall be in full force and effect on June 1, 2015.

PASSED by the Board of Trustees of the Village of Bartlett on April 21, 2015.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

APPROVED AND SIGNED by the Village President of the Village of Bartlett on April 21, 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 April 21, 2015, approved on April 21, 2015, and published in pamphlet form on April 22, 2015, as the same appears from the official records of the Village of Bartlett.

---

Lorna Giles



## Agenda Item Executive Summary

Item Name Professional Services Contracts Committee or Board Board

### BUDGET IMPACT

Amount: \$426,000 Budgeted \$455,800

List what fund Professional Services

### EXECUTIVE SUMMARY

Renewal of annual Professional Services Contracts with Bryan E. Mraz and Associates and Robert J. Krupp. There were no increases in hourly rate or legal services to either.

### ATTACHMENTS (PLEASE LIST)

Finance Memo 2015-10, dated April 3, 2015

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

Staff: Jeff Martynowicz/Finance Director Date: 4/3/2015



**Village of Bartlett**  
**Finance Department Memo**  
**2015-10**

**DATE:** April 3, 2015  
**TO:** Valerie Salmons, Village Administrator  
**FROM:** Jeff Martynowicz, Finance Director  
**SUBJECT:** Professional Services Contracts

A handwritten signature in black ink that reads "Jeff Martynowicz". The signature is written in a cursive, flowing style.

Below is a summary of the proposed changes in the professional services contracts for fiscal year 2015/16.

- Bryan E. Mraz and Associates (Village Attorney)  
No increase in hourly rates charged. Terms of the Agreement are the same as those approved in the past.
- Robert J. Krupp (Village Prosecutor)  
No increase to the semi-monthly court appearance rate and no increase to the hourly rate for in court time and out of court legal services. Added 60 day written Agreement termination clause and Insurance provisions.

**MOTION:** I move to approve Resolution 2015-\_\_\_\_\_, a resolution approving of the Professional Service Agreement between the Village of Bartlett and Bryan E. Mraz & Associates, P.C.

**MOTION:** I move to approve Resolution 2015-\_\_\_\_\_, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.



*Law Offices of*

**BRYAN E. MRAZ & ASSOCIATES, P.C.**

111 EAST IRVING PARK ROAD • ROSELLE, ILLINOIS 60172-2002 • PHONE (630) 529-2541  
FAX (630) 529-2019

---

**BRYAN E. MRAZ**  
BEM@MRAZLAW.COM

**DAVID W. GULLION**  
ASSOCIATE  
DWG@MRAZLAW.COM

April 2, 2015

President and Board of Trustees  
Village of Bartlett  
228 South Main Street  
Bartlett, Illinois 60103

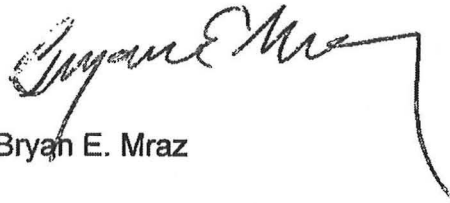
RE: Professional Services Agreement for Fiscal Year 2015-2016

Dear President Wallace and Board of Trustees:

Enclosed please find a Professional Service Agreement between the undersigned as Village Attorney and the Village of Bartlett for the fiscal year 2015-2016.

I am not proposing any increases in the hourly rates charged by my firm for the upcoming fiscal year. The hourly rates remain the same as last year, and the terms of the Agreement are the same as those approved in the past.

Very truly yours,



Bryan E. Mraz

BEM/amk  
enclosure

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

**A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICE  
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT  
AND BRYAN E. MRAZ & ASSOCIATES, P.C.**

---

**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 Professional Service Agreement dated May 1, 2015, between Bryan E. Mraz & Associates, P.C. and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 21, 2015

APPROVED: April 21, 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 April 21, 2015, and approved on April 21, 2015, as the same appears from the official records of the Village of Bartlett.

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

## PROFESSIONAL SERVICE AGREEMENT

---

Made and entered at Bartlett, Illinois, as of May 1, 2015, by and between the VILLAGE OF BARTLETT, Cook, DuPage and Kane Counties, Illinois (the "Village") and the LAW OFFICES OF BRYAN E. MRAZ & ASSOCIATES, P.C., 111 East Irving Park Road, Roselle, Illinois, 60172 (the "Attorneys" or the "Firm").

### WITNESSETH:

**WHEREAS**, the Village has appointed Bryan E. Mraz as its Village Attorney and said attorney is a principal in the Firm; and

**WHEREAS**, the Village desires to engage the services of the Attorneys to furnish legal services to the President and Board of Trustees of the Village, and the Attorneys are willing to furnish legal services to the President and Board of Trustees of the Village, at the rates hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

1. Scope of Services

The Attorneys agree to furnish to the Village in a competent and professional manner those legal services customarily provided by village attorneys, including, without limitation, attendance at regular Village Board meetings and those special Village Board meetings and committee meetings which the Attorney is requested to attend, attendance at such Zoning Board and Plan Commission meetings as the Attorney is requested to attend, consultation with the Village President and Trustees, consultation with the Village Administrator and staff members, drafting of ordinances, agreements and other documents, and handling of litigation, including administrative hearings as assigned by the Village, and such duties as are imposed upon the Village Attorney under the Village Municipal Code.

2. Changes.

The Village may, from time to time, request changes in the scope of the legal services to be performed hereunder. Such changes, which are mutually agreed upon by and between the Village and the Attorneys, shall be incorporated in written amendments to this Agreement.



3. Compensation. It is agreed that the Village will pay for the legal services of Bryan E. Mraz ("BEM"), principal of the Firm, and any associate of the Firm, at the following hourly rates:

<u>Description of Work</u>	<u>Hourly Rates</u>	
	BEM	Associate
For attendance at Village Board and Committee meetings and staff meetings, drafting Village ordinances, intergovernmental agreements and other contracts, except "Development Activities":	\$195.00	\$170.00
For court appearances in ordinary matters:	195.00	170.00
For drafting pleading, research, briefs and preparation of ordinary litigation matters:	190.00	170.00
For special activities (e.g., Villa Olivia covenants), annexation, disconnection, condemnation and boundary line and zoning litigation, including all meetings, research, pleadings, briefs, preparation, discovery, court appearances and drafting settlement agreements in connection with such special activities:	205.00	170.00
For drafting annexation agreements and ordinances annexing territory, rezoning property, approving PUDs and other special uses, granting variations, approving subdivision plats and developer negotiations ("Development Activities"):	235.00	170.00
For services in connection with the issuance of general obligation bonds, the lesser of (i) 1% of the bond issue, or (ii) the following hourly rates plus a flat fee of 0.20%:	205.00	170.00
For services in connection with the issuance of industrial revenue bonds, TIF revenue bonds, special service area bonds and bonds other than general obligation bonds, and/or developer notes at the following hourly rates. In addition, if the Village attorney is called upon to issue a written opinion to bond counsel, lender/underwriter and/or other third parties, the following additional flat fee will be charged to and paid by the developer as a cost of issuance as follows: \$0 - \$1,000,000: \$10,000 \$1,000,001 - \$5,000,000: \$12,500 plus .25% of the amount over \$1,000,000 \$5,000,001 - \$10,000,000: \$15,000 plus .15% of the amount over \$5,000,000 \$10,000,000: 0 plus .20% of the amount over \$10,000,000.	235.00	170.00

The Firm shall also be reimbursed for directly related expenses (the "Additional Expenses") such as travel (\$0.29 per mile for automobile), long distance telephone calls outside of the metropolitan Chicago area, cellular telephone charges, reproduction, copying, courier services, subcontractors, etc.

4. Method of Payment.

The Attorneys shall submit a detailed invoice specifying the time spent by each attorney in the Firm on various projects for the Village and a summary of all Additional Expenses during the current billing period.

5. Billing Disputes.

In the event the Village President or any member or members of the Village Board have any questions with respect to the Firm's invoice, the Village may withhold payment and request that the attorney or attorneys responsible for the work or bill that is being questioned to be present at the next regular Village Board meeting immediately following the meeting at which said bill was originally placed on the "Bills List" for approval by the Village Board, to explain said invoice and answer any questions that the Village President, any of the Village Trustees or the Village Administrator may have with respect thereto.

6. Time of Performance.

The services of the attorney will begin May 1, 2015, and shall continue through April 30, 2016, unless sooner terminated by either party.

7. Termination.

Either party shall have the right to terminate this Agreement by written notice to the other party at least sixty (60) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the Attorneys, or any of them, under this Agreement shall at the option of the Village become its property, provided it pays for the cost of copying said documents and furnishes a copy thereof to the Attorneys.

8. Insurance.

The Firm shall maintain and keep in force during the term of this Agreement Commercial General Liability, Business Automobile and Professional Liability Insurance coverage in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	\$2,000,000.00
Product-Completed Operation	2,000,000.00
Each Occurrence Limit	1,000,000.00
Medical Expense Limit	5,000.00
Fire Damage (any one fire)	50,000.00

Business Automobile

Combined Single Limits (each accident)	\$1,000,000.00
Auto Medical Payments	5,000.00
Uninsured Motorist	1,000,000.00

Professional Liability

Each Claim	\$500,000.00
Aggregate	500,000.00

The Firm shall furnish the Village with a copy of a certificate(s) of insurance or with copies of the actual insurance policy(ies) evidencing that it has said insurance in effect within ten (10) days of a request for such documentation.

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

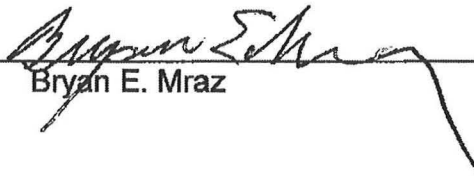
VILLAGE OF BARTLETT

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

Attest:

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

BRYAN E. MRAZ & ASSOCIATES, P.C.

By:  \_\_\_\_\_  
Bryan E. Mraz

**ROBERT J. KRUPP, PC**  
ATTORNEY AT LAW

---

990 S. BARTLETT ROAD  
BARTLETT, ILLINOIS 60103  
(630) 213-9100  
FAX (630) 213-9297

March 17, 2015

Village of Bartlett  
228 South Main Street  
Bartlett, Illinois 60103

Attn: Valerie Salmons  
Administrator

Re: Professional Service Agreement

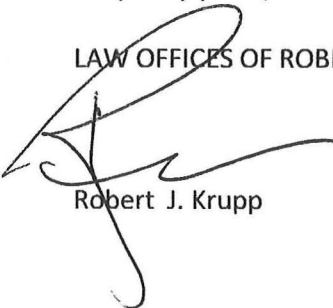
Dear Ms. Salmons:

Enclosed please find my Professional Service Agreement for the year 2015-2016.

Should you have any questions or comments, please feel free to contact me.

Very truly yours,

LAW OFFICES OF ROBERT J. KRUPP, P.C.



Robert J. Krupp

RJK/jk



**RESOLUTION 2015- -R**

**A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICE  
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT  
AND THE LAW OFFICES OF ROBERT J. KRUPP, P.C.**

---

**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 Professional Service Agreement dated May 1, 2015, between the Law Offices of Robert J. Krupp, P.C. and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** April 21, 2015

**APPROVED:** April 21, 2015

---

Kevin Wallace, Village President

**ATTEST:**

---

Lorna Giless, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2015- -R, enacted on April 21, 2015, and approved on April 21, 2015, as the same appears from the official records of the Village of Bartlett.

---

Lorna Giless, Village Clerk

**PROFESSIONAL SERVICE AGREEMENT**

Made and entered at Bartlett, Illinois as of May 1, 2015, by and between the **VILLAGE OF BARTLETT**, Cook, DuPage and Kane Counties, Illinois (the "Village")  
And the **LAW OFFICES OF ROBERT J. KRUPP, P.C.** (the "Attorneys" or the "Firm").

**WITNESSETH:**

**WHEREAS**, the Village desires to engage the services of **ROBERT J. KRUPP** ("Krupp") of the **LAW OFFICES OF ROBERT J. KRUPP, P.C.** to furnish legal services to the Village, and

**WHEREAS**, Krupp, on behalf of the Firm is willing to furnish legal services to the Village, at the rates hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

1. **Scope of Services and Compensation.**

Krupp agrees to furnish the following services to the Village in a competent and Professional manner:

- a. Krupp will prosecute traffic and minor ordinance violations on two Court days each month, as these court days are scheduled by the Circuit Court of Cook County and designated as the Bartlett traffic calls. The Courtroom is located in the Third District Courthouse, Rolling Meadows, Illinois.
- b. As consideration for the in-court prosecution of traffic and minor ordinance violations on the two court days each month, the Firm will be paid \$22,200.00 per year.
- c. Krupp also will prosecute zoning and building violation cases on the days the Circuit Court has established for the hearing of such cases, and prosecute any violations of the Village Liquor Control Ordinances before the Local Liquor Commissioner. As consideration for the prosecution of these cases, and the meetings, preparation of pleadings and witnesses, and research,

the Firm will be paid at the rate of \$150.00 per hour in-court time and for out-of-court legal services. Travel time will be compensated at a rate of \$25.00 per hour. The Firm shall also be reimbursed for directly related expenses (additional expenses) such as long distance telephone calls outside the metropolitan Chicago area, reproduction and copying expenses and subcontractors, etc.

2. **Changes.**

The Village may, from time to time, request changes in the scope of the legal services to be performed hereunder. Such changes, which are mutually agreed upon by and between the Village Administrator and the Firm, shall be incorporated in written Amendments to this Agreement.

3. **Method of Payment.**

The Firm shall be paid \$925.00 per semi-monthly court appearance for the prosecution of traffic and minor ordinance violations, and shall submit a detailed invoice specifying the time spent by Krupp on various zoning, building and liquor ordinance violations handled by Krupp for the Village and for his travel time during the current billing period.

4. **Billing Disputes.**

In the event the Village President or any member or members of the Village Board have any questions with respect to the Firm's invoice, the Village may withhold payment and request that Krupp be present at the next regular Village Board meeting immediately following the meeting at which said bill was originally placed on the "Bills List" for approval by the Village Board, to explain said invoice and answer any questions that the Village President, any of the Village Trustees or the Village Administrator may have with respect Thereto.

5. **Time of Performance.**

The services of the attorneys will begin May 1, 2015, and shall continue through

April 30, 2016, unless sooner terminated by either party.

6. **Termination.**

Either party shall have the right to terminate this Agreement by written notice to the other party at least sixty (60) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the Attorneys, or any of them, under this Agreement shall at the option of the Village Become its property.

7. **Insurance.**

The Firm shall maintain and keep in force during the term of this Agreement Commercial General Liability, Business Automobile and Professional Liability Insurance Coverage in the following minimum amounts:

**Commercial General Liability**

General Aggregate Limit	\$1,000,000
Product-Completed Operation	\$1,000,000
Each Occurrence Limit	\$ 500,000
Personal and Advertising Injury Limit	\$ 500,000
Medical Expense Limit	\$ 5,000
Fire Damage, Any one Fire	\$ 50,000

**Business Automobile**

Combined Single Limits (each accident)	\$ 500,000
Auto Medical Payments	\$ 5,000
Uninsured Motorist – Combined Single Limits	\$ 500,000



**Professional Liability**

Each Claim \$ 500,000

Aggregate \$ 500,000

Within ten (10) days of the date of this Agreement, the Firm shall furnish the Village with a copy of a certificate(s) of insurance or with copies of the actual insurance policy(ies) evidencing that it has said insurance in effect.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the day  
And year above written.

**VILLAGE OF BARTLETT**

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

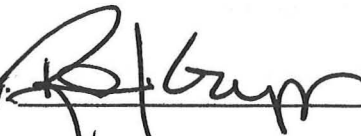
**Kevin Wallace, Village President**

**ATTEST:**

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

**Lorna Giles, Village Clerk**

**LAW OFFICES OF ROBERT J. KRUPP, P.C.**

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

**Robert J. Krupp**



## Agenda Item Executive Summary

Item Name 2015 Volume Cap Committee or Board Board

### BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

### EXECUTIVE SUMMARY

The Village has the ability to pledge its tax exempt authority so a business may issue debt/bonds to finance projects on a tax exempt basis. IRB's are structured so that the Village has no liability for re-payment of the bonds. Volume Cap must be allocated by April 30<sup>th</sup> or it reverts to the state and there is no possibility of the Village receiving a fee for its use or for completing a local project.

While there is no guarantee that the cap will be used, the attached Ordinance will allow us to capture some benefit if the cap is used. The Village is typically paid 1% of the cap (\$41,679). Once the cap is allocated, the project has until the end of the year to sell bonds and use the cap.

### ATTACHMENTS (PLEASE LIST)

Finance Memo 2015-11, dated April 3, 2015 and Ordinance

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

Staff: Jeff Martynowicz/Finance Director Date: 4/3/2015



## Village of Bartlett Finance Department Memo 2015 - 11

**DATE:** April 3, 2015  
**TO:** Valerie Salmons, Village Administrator  
**FROM:** Jeff Martynowicz, Finance Director  
**SUBJECT:** Sale of 2015 IRB Volume Cap

Attached is an Ordinance reserving the Village's 2015 Industrial Revenue Bond (IRB) Volume Cap. The Village has the ability to pledge its tax exempt authority so a business may issue debt/bonds to finance projects on a tax exempt basis. IRB's are structured so that the Village has no liability for re-payment of the bonds. Volume Cap must be allocated by April 30<sup>th</sup> or it reverts to the state and there is no possibility of the Village receiving a fee for its use or for completing a local project. Stern Brothers & Company, which the Village has traditionally used in the past, has no current project needing the cap. However, should one develop later in the year, this Ordinance would allow them to use our cap and we would be paid a fee.

The last time our volume cap was purchased was in 2008. At that time the Village transferred \$1,200,000 of volume cap to the Illinois Finance Authority (IFA). The IFA acted as issuer and used the volume cap to help Plote Construction finance equipment at the Bartlett facility.

While there is no guarantee that the cap will be used, the attached Ordinance will allow us to capture some benefit if the cap is used. The Village is typically paid 1% of the cap (\$41,679). Once the cap is allocated, the project has until the end of the year to sell bonds and use the cap.

**MOTION:** I move to approve Ordinance 2015-\_\_\_\_\_, an ordinance reserving 2015 Volume Cap for private activity bond issues and related matters.

## ORDINANCE 2015-

### AN ORDINANCE RESERVING 2015 VOLUME CAP FOR PRIVATE ACTIVITY BOND ISSUES AND RELATED MATTERS

Whereas, the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "*Municipality*"), is a municipality and a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

Whereas, according to an official Bureau of the Census population estimate set forth in the State of Illinois Allocation of Bonding Authority in Accordance with the Tax Reform Act of 1986 and the Guidelines and Procedures for the Allocation of Private Activity Bonding Authority in Accordance with the Tax Reform Act of 1986 and 30 ILCS 345 of the Office of the Governor, effective January 1, 2015 (the "*Guidelines and Procedures*"), the most recent census estimate of resident population of the Municipality is 41,679, providing the Municipality with a volume cap of \$4,167,900 for the year 2015; and

Whereas, Section 146 of the Internal Revenue Code of 1986, as amended (the "*Code*"), provides that such volume cap may be reserved and allocated to certain tax-exempt private activity bonds; and

Whereas, the Illinois Private Activity Bond Allocation Act, 30 *Illinois Compiled Statutes 2004, 345/1 et seq.*, (the "*Act*"), as supplemented and amended, and the Guidelines and Procedures, provide that a home rule unit of government may reserve its allocation of volume cap or may transfer its allocation of volume cap to any other home rule unit of government, the State of Illinois or any agency thereof or any non-home rule unit of government; and

Whereas, it is now deemed necessary and desirable by the Municipality to reserve its entire volume cap allocation for calendar year 2015 to be applied toward the issuance of private activity bonds, or to transfer such volume cap allocation, as permitted by this Ordinance;

Now, Therefore, Be It and It Is Hereby Ordained by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, in the exercise of its home rule powers, as follows:

*Section 1.* That, pursuant to the power and authority granted by and under Section 6 of Article VII of the 1970 Constitution of the State of Illinois, Section 146 of the Code, the Act and the Guidelines and Procedures, the Municipality hereby reserves volume cap in the principal amount of \$4,167,900, which is all of the volume cap of the Municipality for the year 2015. Such volume cap shall be applied toward the issuance of private activity bonds or shall be transferred as directed by the President or any other proper officer or employee of the Municipality without any further action required on the part of the Municipality, and the adoption of this Ordinance shall be deemed to be an allocation of such volume cap to the issuance of such bonds; provided, that any transfer

of volume cap shall be evidenced by a written instrument executed by the President or any other proper officer or employee of the Municipality.

*Section 2.* That the President, the Village Clerk and all other proper officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to further the purposes and intent of this Ordinance.

*Section 3.* That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this Ordinance.

*Section 4.* That all ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect upon its adoption and approval.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** April 21, 2015

**APPROVED:** April 21, 2015

---

Kevin Wallace, Village President  
Village of Bartlett, Cook, DuPage and Kane  
Counties, Illinois

Recorded in the Municipality Records on April 22, 2015  
Published in pamphlet form on April 22, 2015

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



## **CERTIFICATION**

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2015- , enacted on April 21, 2015 and approved on April 21, 2015 as the same appears from the official records of the Village of Bartlett.

---

Lorna Giles, Village Clerk



## Agenda Item Executive Summary

Item Name Bartlett Park District Apple Blossom Run Committee or Board Board

### BUDGET IMPACT

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

### EXECUTIVE SUMMARY

Attached for your review is a parade request from the Bartlett Park District for their Apple Blossom Run. The event is scheduled for Saturday May 9<sup>th</sup>, 2015 at 8am. The parade route will follow the same path it has in recent years and has been approved by the Bartlett Police Department. Also attached is a certificate of insurance approved by the Village Attorney.

### ATTACHMENTS (PLEASE LIST)

Memo  
Request Letter  
Parade Route  
Certificate of Insurance

### ACTION REQUESTED

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

Staff: Sam Hughes Date: 4/8/2015

# Memorandum

**To:** Paula Schumacher, Assistant Village Administrator  
**From:** Sam Hughes, Administrative Intern  
**Date:** April 8, 2015  
**Re:** Bartlett Park District Apple Blossom Run

---

Attached for your review is a letter from the Bartlett Park District requesting to host the annual Apple Blossom 5K Run/5K Stroller Roll and 10K Run on Saturday May 9<sup>th</sup>, 2015. The race is scheduled to begin at 8 am. The event is scheduled to start on Pipers Drive, in front of the library and will finish on the path leading to the Community Center. The proposed route has been approved by the Bartlett Police Department and has been used the past nine years.

The appropriate certificate of insurance has been submitted by the Park District and approved by the Village Attorney. The letter of request, a map of the parade route and the certificate of insurance are all attached for your review.

**MOTION**

I move to approve the parade permit request submitted by the Bartlett Park District for the 35<sup>th</sup> Annual Apple Blossom Run on Saturday May 9, 2015.



Scott Skrycki

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

The intent of this letter is to request a parade permit for the running of the 35<sup>th</sup> Annual Apple Blossom Run, a 5k Run/5k Stroller Roll and 10k Run put on by the Bartlett Park District. This year's event is scheduled rain or shine for Saturday, May 9<sup>th</sup>, 2015 with a scheduled start time of 8am.

We have already discussed the race details with Sgt. Pretkelis and the Bartlett Police Department has agreed to assist with this event. We have submitted the route for this year's event and will be using the same route that we have utilized for the last nine years. I have attached a copy of the race route for your approval.

For this year's event we anticipate about 500 runners/ stroller rollers. The event is scheduled to start on Piper's right in front of the Library and will finish on the trail leading up to the Bartlett Community Center. This long standing event is run as a community event and draws in runners from Bartlett and the surrounding communities.

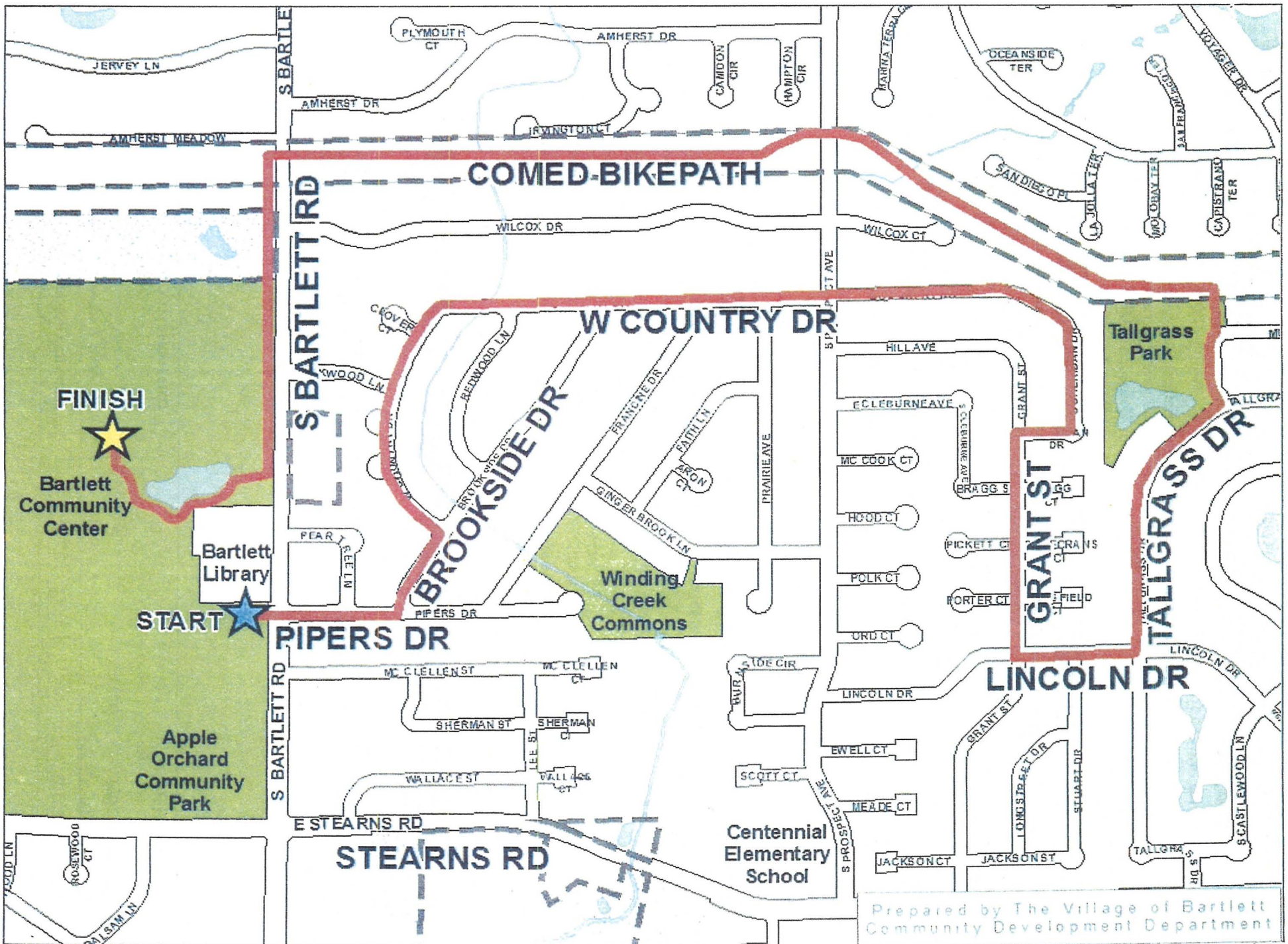
This year we have several community sponsors to help make the 35<sup>th</sup> Annual Apple Blossom Run a huge success for the BPD and Bartlett as a whole.

Thank you for your time and consideration in this matter and I look forward to your response.

*Kolbe Kasper*

Health & Fitness Manager  
Bartlett Park District  
Bartlett Community Center  
700 S. Bartlett Road  
Bartlett, IL 60103-4504  
(630) 540-4839  
(630) 540-4869 Fax  
[kkasper@bartlettparks.org](mailto:kkasper@bartlettparks.org)





Prepared by The Village of Bartlett  
Community Development Department

# Certificate of Coverage

## Name and Address of Agency

Park District Risk Management Agency  
 2033 Burlington Avenue  
 Lisle, IL 60532-1646  
 (630) 769-0332

## Name and Address of Member

Bartlett Park District  
 696 W. Stearns Rd.  
 Bartlett, IL 60103

## Scope of Coverage

The Park District Risk Management Agency (PDRMA) is an intergovernmental self-insurance and risk management pool established under the Constitution and the statutes of the State of Illinois to provide coverage for its members against certain claims and losses. Each member of PDRMA is entitled to the scope and amounts of coverage set forth below. In addition, PDRMA may extend the same scope of coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, and amendments which are applicable to the members.

The above named entity is a member in good standing of the Park District Risk Management Agency. The scope of coverage provided by the Agency may, however, be revised at any time by the actions of PDRMA's governing body. As of the date this certificate is issued, the information set out below accurately reflects the scope of coverage established for the current coverage year.

Scope of Coverage	Policy Number	Coverage Dates	Limits Each Occurrence	
General Liability x commercial general liability x occurrence	L010115	01/01/2015 - 12/31/2015	Bodily Injury and Property Damage Combined	\$1,000,000
			Personal Injury	\$1,000,000
Automobile Liability x any auto	L010115	01/01/2015 - 12/31/2015	Bodily Injury and Property Damage Combined	\$1,000,000
Workers' Compensation	WC010115	01/01/2015 - 12/31/2015		Statutory
Employer's Liability	WC010115	01/01/2015 - 12/31/2015		\$3,000,000
Property	P0700114	01/01/2015 - 12/31/2015		
Other		01/01/2015 - 12/31/2015		

## Description of Operations/Locations/Vehicles/Special Items

The Village of Bartlett is/are additionally insured for Bartlett Park District's use of village streets for the Apple Blossom Run on May 9, 2015.

Coverage is for general liability with respect to the operations of the Bartlett Park District. Additional insured coverage shall not apply to any liability resulting from the certificate holder's own negligence or the negligence of its servants agents or employees.

### Certificate Holder

Village of Bartlett  
 228 South Main Street  
 Bartlett, IL 60103

Date Issued: 02/26/2015



Authorized Representative



## Agenda Item Executive Summary

Item Name Authorization to sell property on eBay Committee or Board Village Board

### BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

### EXECUTIVE SUMMARY

The Police Department would like to continue to sell used vehicles using eBay Auction System for 7 used police vehicles.

### ATTACHMENTS (PLEASE LIST)

Memorandum requesting this is placed on the Agenda, proposed ordinance for the sale of property owned by the Village, exhibits A and B.

### ACTION REQUESTED

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

Resolution \_\_\_\_\_

Ordinance   x  

Motion:

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

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

3/25/15



**POLICE DEPARTMENT MEMORANDUM**  
**15-16**

Date: March 24, 2015

To: Valerie L. Salmons, Village Administrator

From: Kent Williams, Chief of Police

Sub: ***Authorization to sell municipal property on the eBay Auction System.***

The Police Department would like to continue selling used vehicles using the eBay Auction System. We have been selling our used vehicles in eBay auctions since 2007.

We have identified seven vehicles that are no longer of use to the Village and would like to sell them on eBay.

The property to be sold includes: One 2005 Ford Expedition Sport Utility Vehicle; one 2010 Ford Crown Victoria sedan; three 2011 Ford Crown Victoria sedans; one 2005 Chevrolet Impala sedan; and one 2006 Chevrolet Impala sedan.

This property can be sold at public auction, subject to the Village Board's approval of the attached Ordinance. I am therefore requesting the ordinance authorizing the sale of this property be placed on the agenda for the April 21, 2015 meeting of the President and Board of Trustees.

cc: Lorna Giless, Village Clerk  
File

**MOTION**

I move to approve Ordinance 2015 - , an ordinance authorizing the use of eBay auctions for the sale of surplus property owned by the Village of Bartlett.



ORDINANCE 2015 – \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Lorna Gilles, Village Clerk

### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2015 – \_\_\_\_\_, enacted on **April 21, 2015**, and approved on **April 21, 2015**, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Gilles, Village Clerk

## EXHIBIT A

<b>YEAR</b>	<b>MAKE</b>	<b>VEHICLE IDENTIFICATION NUMBER</b>	<b>MINIMUM BID</b>
2005	Ford Expedition	1FMPU16555LA93627	\$3,500
2010	Ford Crown Victoria	2FABP7BVXAX126445	\$2,500
2011	Ford Crown Victoria	2FABP7BV4BX104362	\$2,500
2011	Ford Crown Victoria	2FABP7BV0BX145541	\$2,500
2011	Ford Crown Victoria	2FABP7BVXBX146938	\$2,500
2005	Chevrolet Impala	2G1WF52KX59358300	\$1,500
2006	Chevrolet Impala	2G1WC581869363293	\$1,500

## EXHIBIT B

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

#### ONLINE SALES – TERMS AND CONDITIONS

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



## Agenda Item Executive Summary

Item Name 2015 Concrete Replacement Program Committee or Board \_\_\_\_\_

### BUDGET IMPACT

Amount: \$67,680.00 Budgeted \$70,000.00

List what fund Streets - Street and Curb Replacement

### EXECUTIVE SUMMARY

This project is the annual sidewalk and misc. concrete replacement project which includes the removal and replacement of sidewalk and curb throughout the Village. This work includes repair to sidewalks that have been damaged due to trees roots pushing up the walk and trench settlements causing trip hazards.

Koncrete Construction Inc. submitted a qualified low bid of \$67,680.00 for this project. Koncrete Construction Inc. was the concrete contractor for the 2012 and 2013 Sidewalk Replacement Project and we were satisfied with their performance.

### ATTACHMENTS (PLEASE LIST)

Resolution, Bid Tab, Memo, Motion, Agreement

### ACTION REQUESTED

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

Resolution  X

Ordinance \_\_\_\_\_

Motion:  X

Staff: Dan Dinges Date: 4/10/15  
Director of Public Works

# MEMO

**Date:** April 10, 2015

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

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

**Re:** *2015 Concrete Replacement Project Bid Opening*

This project is the annual sidewalk and misc. concrete replacement project which includes the removal and replacement of sidewalk and curb throughout the Village. This work includes repair to sidewalks that have been damaged due to trees roots pushing up the walk and trench settlements causing trip hazards.

On March 25, 2015 a *Notice to Bidders* was published in the Examiner and the Village web site, soliciting bids for the 2015 Concrete Replacement Project. Eight bid packets were distributed to prospective bidders. Bids were due no later than April 8, 2015 at 10:00 AM., Five bid packets were returned.

Koncrete Construction Inc. submitted a qualified low bid of \$67,680.00 for this project. Koncrete Construction Inc. was the concrete contractor for the 2012 and 2013 Sidewalk Replacement Project and we were satisfied with their performance.

I have attached a bid tally sheet for your review.

Based upon the bid submitted, I recommend the bid be awarded to Koncrete Construction Inc. The budget amount for this project is \$70,000.00.

Please place this on the next available Board Agenda.

## **Motion**

I move the Village Board approve Resolution 2015-\_\_\_\_\_ for the  
2015 Concrete Replacement Project in the amount of  
\$67,680.00  
to  
Koncrete Construction Inc. St Charles, Illinois.



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

**A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE  
VILLAGE OF BARTLETT AND KONCRETE CONSTRUCTION INC.  
FOR THE 2015 CONCRETE REPLACEMENT PROGRAM**

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

**SECTION ONE:** The Concrete Replacement Agreement dated April 21, 2015 between Koncrete Construction Inc., and the Village of Bartlett, a copy of which is appended hereto is hereby approved.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED**      April 21, 2015.

**APPROVED**    April 21, 2015.

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Kevin Wallace, Village President

**ATTEST:**

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Lorna Giless, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2015 - \_\_\_-R, enacted on April 21, 2015, and approved on April 21, 2015, as the same appears from the official records of the Village of Bartlett.

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Lorna Giless, Village Clerk



## 2015 CONCRETE REPLACEMENT AGREEMENT

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This Concrete Replacement Agreement (the "Agreement") is entered this 21<sup>st</sup> day of April, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Koncrete Construction Inc. (the "Contractor") (collectively, the "Parties").

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

1. Project Work.

A. The improvements consist of the removing the existing damaged PCC sidewalk and replacing it with a 5" PCC sidewalk or 6" PCC sidewalk (at driveway locations). This work shall also include various locations for 6" PCC driveway and combination curb and gutter replacement. Restoration in areas disturbed by the construction is also included.

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 none attached hereto and incorporated herein as Exhibit C (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.

2. Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before May 1, 2016.

3. Payment Procedure. The payment procedures are as follows:

A. 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.

Owner does not 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.

B. Contractor shall provide the following documentation to the Village: Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village, 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) Certified payrolls as defined herein.

(ii) An itemized Application of Payment for operations completed in accordance with the schedule of values, using AIA G702 and G703 forms, supported by such data to substantiate the Contractor's right to payment as the Village 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.

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

(iv) 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.

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

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

C. Following completion of the Project Work, Contractor shall furnish the Village the following documents: 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; Certified Payrolls, and such additional documentation and/or information requested by the Village relative to said payment.

D. It shall be a condition precedent to any payment required by the Village hereunder, that the Village 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. Payment shall be made on the third Wednesday of the month following receipt of Contractor's Progress Payment Documents, subject to the requirement and reductions set forth in this Section 3.



E. 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.

F. In the event the Contractor, and or Village 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.

G. 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.) using form furnished by the Department of Labor (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

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

4. **Non-Discrimination.** Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, color, or 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.

5. **Compliance with Law.** All goods, equipment, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable federal, state and local laws, rules and regulations 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 US Department of Labor (USDOL), the Illinois Department of Labor (IDOL), EEOC, and all applicable 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, Engineer, Consultant and their respective officials, officers, directors, managers, employees, successors and assigns 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 between any 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.

6. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Village, Engineer, Consultant and their respective officials, officers, directors, managers, employees, 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, settlement judgments, prejudgment interest, post judgment interest, whether by direct suit or third parties 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, anyone directly employed by any of them and/or anyone for whose acts 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.

7. 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.

8. 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 Contract Sum.

9. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspections of all Project Site, 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.

10. 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 Contract Sum.

A. 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. If such CGL insurance contains a general aggregate limit, it shall be in an amount of not less than \$2,000,000 or it shall apply separately to this Project/location.

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 and Engineer, Consultant and their respective officials, officers, directors, managers, employees, successors and assigns (collectively, the "Additional Insured"), shall be included as an insured under the CGL, Commercial Umbrella Liability Coverage, and Business Auto Liability Coverage, using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and also using additional insured endorsement CG 20 37 or a substitute providing equivalent coverage with respect to the below required continuing completed operations liability coverage (collectively, the "Additional Insured"). If the Additional insured have not been included

as an insured under the Commercial General Liability and/ or Business Auto Liability insurance coverages required in the Contract, the Contractor waives all rights against the Additional Insured, and each of them for recovery of damages arising out of or incidental to the Project Work.

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.

**B. 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.

**C. 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.

**D. 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 \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

If the Additional Insured have not been included as an insured under the Commercial General Liability, Excess Umbrella Liability Insurance and/or Business Auto Liability coverages required in the Contract, the Contractor waives all rights against the Additional Insured for recovery of damages arising out of or incident to the Project Work.

**E. Excess Umbrella Liability Insurance Coverage.**

Contractor shall maintain Excess Umbrella Liability Insurance coverage of not less than \$1,000,000 each occurrence and \$1,000,000 aggregate. The minimum amount of Excess Umbrella Liability Insurance coverage may be reduced by the amount that Contractor's CGL coverage per occurrence exceeds \$1,000,000.

**F. General Insurance Provisions.**

**i. Evidence of Insurance**

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.

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.

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.

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.

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

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

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



**ii. 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.

**iii. Cross-Liability Coverage**

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

**iv. 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 Additional Insured or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

**v. 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.

**vi. 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.

**vii. 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.

**viii. 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:

allowing any work to commence by the Contractor before receipt of Certificates of Insurance;

b. failing to review any Certificates of Insurance received;

c. 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

d. 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, its Engineer and/or Consultant.

**ix. 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 does not, in any way, represent that the coverage's or limits of insurance specified is sufficient or adequate to protect the Additional Insured, 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.

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

Contractor shall notify the Village, 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.

**xi. Subcontractors**

All subcontractors performing any Project Work shall purchase and maintain insurance of not less than the types and amounts of coverage's set forth above. When requested by the Village, Contractor shall provide certificates of insurance and such other insurance documentation evidencing such type and amounts of coverage's of said subcontractors.

**11. Performance and Payment Bonds and/or Letter of Credit.**

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds 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 with an A.M. Best's financial strength rating (FSR) of not less than "A" and an A.M. Best's issuer credit rating (ICR) for not less than "A" in the latest issue of the Best insurance Guide ("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 and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished and the payment of Prevailing Wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the Contract Sum.

## 12. Prevailing Wages.

A. All laborers, mechanics and other workers employed by the Contractor and by any subcontractors on Project Work, repair work, and Warranty Work shall be paid wages at rates not less than those required under the Illinois Prevailing wage act (820 ILCS 130/01 et seq.) (the "Act") for the respective County in which the Project Work is being performed (hereinafter, "Prevailing Wages"). Contractor and all subcontractors shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

B. 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 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 Wages. Any increase in costs to the Contractor due to changes in the Prevailing 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 under the Act, 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.

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 Cook, and Du Page Counties as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage available at IDOL's website:

<http://www.state.il.us/agency/idol/rates.htm>

13. 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 14 below.

14. 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 other Indemnified Parties, and Contractor agrees not to make any claim or demand for such damages against the Village and/ or other Indemnified Parties.**

15. 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 or controlled by the Village (collectively, "Owner's Property") by contractor, its employees, subcontractors of any tier, suppliers and anyone for whose acts and/or omissions for whom Contractor may be liable (collectively "Contractor's Agents"). 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 agents, employees, 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.

#### 16. 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.

#### 17. Change Orders.

(i) 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 Village. 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 Corporate Authorities of the Village 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.

(ii) All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Schedule of Prices 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.



18. Relationship of the Parties.

A. 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.

B. 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. Neither the Village, Engineer, nor Consultant shall 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. Neither the Engineer, nor Consultant shall have any authority to stop the work of the Contractor or the work of any subcontractor on the Project.

19. Exhibits and Contract Documents.

All exhibits to this Agreement and all documents and exhibits referred to therein, including but not limited to the State of Illinois "Standard Specifications for Road and Bridge Construction" adopted January 1, 2012, are expressly incorporated herein.

20. 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.**

21. 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 there under.

(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 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.

## 22. 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 relive 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 there from.

(2) If the drawings 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

## 23. 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.

## 24. No Waiver of Immunities and/or Privileges by the Village.

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

25. 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.

26. 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.

27. 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.

28. Survey Equipment. The Contractor shall maintain a level and transit on the job, and shall employ competent personnel for the use thereof. The Contractor shall supply all grades and information for their subcontractors. The cost of said survey work is included in the Contract Sum.

29. Utilities. Notwithstanding any provision in any of the Contract Documents to the contrary, Contractor shall be responsible for locating any and all underground utility lines, pipes, mains, conduit, wires and cables necessary to perform the Project Work ("Utilities") at Contractors expense. Contractor shall promptly pay all costs to repair any such Utilities damaged by the Contractor, its subcontractors of any tier, employees and/or agents or anyone for whose acts any of them may be liable and Contractor shall be liable for any consequential damages resulting from such damage to any Utilities, including but not limited to any injuries, death or damage to any property attributable thereto.

30. 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 the 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 Village may require that other material or equipment of equal kind and quality be provided at no additional cost to the Village.

31. Miscellaneous.

(i) 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.

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

(iii) 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.

(iv) 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.

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

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

(vii) 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.

(viii) 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.

(ix) In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

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

**SIGNATURE PAGE TO FOLLOW**



SIGNATURE SHEET

VILLAGE OF BARTLETT:

CONTRACTOR:

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

Kevin Wallace  
Village President

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

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

Attest:

Attest:

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

Lorna Giles, Village Clerk

\_\_\_\_\_

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

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

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



## Agenda Item Executive Summary

Item Name FY 2015-16 Salt Purchase Committee or Board Board

### BUDGET IMPACT

Amount:	\$105,660	Budgeted	yes
List what fund	General Fund		

### EXECUTIVE SUMMARY

As winter comes to end we start to plan for next year. With the relatively mild winter we had this past year we have ~2600 tons of salt remaining. We plan to purchase 3,000 tons for next year. Working with DuPage County we were able to secure 1,500 tons of salt at \$70.44/ ton through their contract with Morton Salt.

The total cost for purchasing 1,500 tons of bulk rock salt from Morton Salt would be \$105,660. The Village will also be purchasing 1,500 tons through the State of Illinois Joint Purchase Program however, we will not have a price for that contract until late summer after it is bid.

### ATTACHMENTS (PLEASE LIST)

- Memo
- Agreement

### ACTION REQUESTED

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

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion: I move the Village Board award the purchase of Bulk Road Salt for a total delivered price of \$105,660 to Morton Salt, Inc.

Staff: Daniel Dinges, Public Works Director Date: April 13, 2015

# Memo

DATE: April 13, 2015  
TO: Valerie Salmons  
Village Administrator  
FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: FY 2015-16 SALT PURCHASES

I have received all of the necessary information regarding the contract for road salt through the DuPage County Procurement Services Division.

Morton Salt has agreed to offer an extension of the current contract price of \$70.44 per ton and DuPage County has offered to allow municipalities to purchase salt through their program.

The total cost for purchasing 1,500 tons of bulk rock salt from Morton Salt would be \$105,660. The Village will also be purchasing 1,500 tons through the State of Illinois Joint Purchase Program however we will not have a price for that contract until late summer after it is bid. We plan to use General funds to pay for this road salt because IDOT has said that MFT funds cannot be used since we weren't on the original bid.

I recommend the bid for bulk road salt be awarded to Morton Salt, Inc. Please place this on the April 21 Board Agenda.

## Motion

I move the Village Board award the purchase of Bulk Road Salt for a total delivered price of \$105,660 to Morton Salt, Inc.



# MORTON SALT

March 26, 2015

DuPage County Procurement Services Division  
Attn: Darcie Garza  
421 North County Farm Road, Room 3-400  
Wheaton, IL 60187-3978

Dear Darcie Garza:

Morton Salt, Inc. is pleased to offer an extension per your request of your current contract for Bulk Safe-T-Salt.

This extension is offered at \$70.44 per ton. All terms and conditions will remain the same from June 1, 2015 thru May 31, 2016.

Morton Salt must receive acceptance from all participating agencies by signing below and faxing to me at: 312/807-2669. After 30 days this offer is automatically rescinded.

Thank you for this opportunity to serve your ice control needs another season. If you need further information, please call our Sales Representative Debbi Jones at: 708/891-5847.

Very truly yours,

Anthony J. Patton  
Director, U.S. Government Bulk Deicing  
Sales & Marketing

Accepted:

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Township \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_

cc: Debbi Jones