

VILLAGE OF BARTLETT
BOARD AGENDA
MAY 1, 2018
7:00 P.M.

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

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

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

*7. BILL LIST: May 1, 2018

8. TREASURER'S REPORT: None

9. PRESIDENT'S REPORT: National Police Week Proclamation
National Bike Month Proclamation

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

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

12. STANDING COMMITTEE REPORTS:

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

1. None

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

1. Economic Incentive Program Approval

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

1. None

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CAMERER

1. Annual Appointments of Village Officers by the Village President with the Advice and Consent of the Board

- a. Village Administrator, Paula Schumacher
- b. Village Attorney, Bryan Mraz
- c. Village Treasurer, Todd Dowden
- d. Village Budget Officer, Todd Dowden
- e. Director of Public Works, Daniel Dinges
- f. Director of Building Department, Brian Goralski
- g. Electrical Inspector, William Dettmer
- h. Plumbing Inspector, Dewayne Burris
- i. Chief of Police, Patrick Ullrich
- j. Village Engineer, Robert Allen
- k. Administrative Hearing Officer, Thomas Bastian
- l. Open Meetings Act Officer, Paula Schumacher
- m. Freedom of Information Act Officers, James Plonczynski, Paula Schumacher (in his absence)

2. Designation by the Board of Trustees of Zoning Administrator, James Plonczynski

3. Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Bryan E. Mraz & Associates, P.C.
4. Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and The Law Offices of Robert J. Krupp, P.C.
5. Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Firm of Storino, Ramello & Durkin

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

- *1. Resolution Approving the Live-Fire Shooting House Use Agreement Between the DuPage County Sheriff and the Village of Bartlett
- *2. Resolution Approving of the Law Enforcement Agreement and Order No. 1 Between the Village of Bartlett and LexisNexis Claims Solutions, Inc.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

1. None

13. NEW BUSINESS

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



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

1. CALL TO ORDER

President Wallace called the Victory Centre Public Hearing to order on the above date at 7:00 PM in the Council Chambers.

2. ROLL CALL

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

ABSENT: Trustee Carbonaro

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Economic Development Coordinator Tony Fradin, Management Analyst Sam Hughes, Management Analyst Tyler Isham, Finance Director Todd Dowden, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Public Works Engineer Bob Allen, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Chuck Snider, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

Community Development Director Jim Plonczynski stated that this is the required Public Hearing for the Amendment to their Annexation Agreement. They are amending the Annexation Agreement due to some covenants for their ability to refinance.

He stated that the Certificate of Publication from the Daily Herald which evidences that the notice of this Public Hearing was duly published on March 28, 2018, which meets the statutory pre-requisites which require that the notice of the Public Hearing be published between 7 and 30 days before the Public Hearing, be entered into the record.

President Wallace asked if any member of the public wished to offer written or oral testimony on the budget. There were none.



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PUBLIC HEARING MINUTES
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3. ADJOURNMENT

It was moved by Trustee Camerer to adjourn the Victory Centre Public Hearing and seconded by Trustee Hopkins.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: Trustee Carbonaro

MOTION CARRIED

The Public Hearing was adjourned at 7:01 p.m.

Lorna Giles
Village Clerk



VILLAGE OF BARTLETT
BOARD MINUTES
April 17, 2018

1. CALL TO ORDER

President Wallace called the regular meeting of April 17, 2018 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:02 p.m. in the Council Chambers.

2. ROLL CALL

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

ABSENT: Trustee Carbonaro

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Economic Development Coordinator Tony Fradin, Management Analyst Sam Hughes, Management Analyst Tyler Isham, Finance Director Todd Dowden, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Public Works Engineer Bob Allen, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Chuck Snider, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Tim Chinn from the Village Church of Bartlett gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Hopkins stated that he would like to add items 1-4 under Building & Zoning Resolution 2018-36-R, a Resolution Approving of the Asbestos Abatement Contract Between the Village of Bartlett and Husar Abatement, Ltd. for 117-121 Railroad Avenue (Lucky Jack's); Resolution 2018-37-R, a Resolution Approving of the Demolition Contract Between the Village of Bartlett and Delta Demolition, Inc. for 117-121 Railroad Avenue (Lucky Jack's); Ordinance 2018-38, an Ordinance Approving and Directing the Execution



VILLAGE OF BARTLETT
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April 17, 2018

of Amendment Three to the Annexation and Development Agreement for the Bartlett Senior Living Campus (Victory Centre); Ordinance 2018-39, an Ordinance Amending Ordinance #2004-115 and Approving an Amended Planned Unit Development Covenant Condition for the Bartlett Senior Living Campus (Victory Centre) to the Consent Agenda.

Trustee Hopkins moved to amend the Consent Agenda to add items 1-4 under Building & Zoning Resolution 2018-36-R, a Resolution Approving of the Asbestos Abatement Contract Between the Village of Bartlett and Husar Abatement, Ltd. for 117-121 Railroad Avenue (Lucky Jack's); Resolution 2018-37-R, a Resolution Approving of the Demolition Contract Between the Village of Bartlett and Delta Demolition, Inc. for 117-121 Railroad Avenue (Lucky Jack's); Ordinance 2018-38, an Ordinance Approving and Directing the Execution of Amendment Three to the Annexation and Development Agreement for the Bartlett Senior Living Campus (Victory Centre); Ordinance 2018-39, an Ordinance Amending Ordinance #2004-115 and Approving an Amended Planned Unit Development Covenant Condition for the Bartlett Senior Living Campus (Victory Centre), and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO AMEND THE CONSENT AGENDA

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

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

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

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

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



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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 Todd Dowden stated that this was the February Treasurer's Report. Motor Fuel Tax distribution through January, 2018 totaled \$93,233 compared to last year at \$92,929. He then presented the Municipal Sales Tax Report through December, 2017, and stated it totaled \$206,836, compared to \$201,075 last year. It is still up and on budget for this year.

9. PRESIDENT'S REPORT

President Wallace presented a proclamation for Building Safety and declared the month of May, 2018 as Building Safety Month.

President Wallace presented a proclamation for Arbor Day and urged all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

Village Arborist Sarah Perry stated that this is the first time that Bartlett has received this award. As a community, Bartlett has been doing the standards to be a Tree City USA for a long time. We finally put in the work to apply for it and it was awarded to us. One of the main criteria is that they do a tree planting event and have a community tree ordinance. Last year, they participated in the Park District's Earth Day event where they passed out tree seedlings. To be a Tree City for 2018, they will be planting a new evergreen tree in Bartlett Park. Another criteria is to spend at least \$2 per capita on urban forestry and celebrating Arbor Day as well as having a professional arborist. A plaque commemorating the event was presented to the Mayor.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Hopkins asked how the Stearns Road bridge project was going?

Engineer Bob Allen stated that it is going pretty well. They probably lost a day or two with the weather. The base of the culvert extension is in and they are making progress. He would consider the project to still be on target to finish early.

President Wallace asked if there were any other traffic related incidents.

Chief Ullrich stated that he was not aware of any. His staff is out there and visible and enforcing the speed limits. They have also had their speed trailers out there. The



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neighbors that have spoken to the officers have been very appreciative of the police presence. There have been no delays in the bus routes.

Trustee Deyne stated that they are doing sewer work on Morse and Williamsburg and asked how it was going.

Mr. Allen stated that the four repairs are completed but they have found some additional items that they are working on.

11. TOWN HALL

John Eallonardo, Frederick Quinn Company

Mr. Eallonardo stated that they are in the last month of the first phase of the police department construction. They are putting in carpet, light fixtures, ceilings, toilet fixtures and all the things they need to do in the last month of the project. Things are moving along quickly and it is a very busy place inside the building. Concrete curbs and gutters and the improvements on the north side of the building are starting to come into place so they could be open for vehicle parking. They are scheduled to be substantially complete by the third week of May and the move is scheduled for May 24 for the police department to occupy the first phase.

Teresa Daniello, 271 E. Railroad

Ms. Daniello is a resident, owner and board member of the homeowners association. She wanted to express her concern over the apartment building that is proposed to be built next to the building. They are concerned that an apartment building that size is going to negatively impact the value of their units and they would like the board to take their opinions and concerns into consideration in moving forward with that proposal. They understand that it would bring in more patrons to the businesses but her concerns are not only the additional traffic but how it would impact the value of their homes.

12. STANDING COMMITTEE REPORTS:

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Resolution 2018-36-R, a Resolution Approving of the Asbestos Abatement Contract Between the Village of Bartlett and Husar Abatement, Ltd. for 117-121 Railroad Avenue (Lucky Jack's); Resolution 2018-37-R, a Resolution Approving of the Demolition Contract Between the Village of Bartlett and Delta Demolition, Inc. for 117-121 Railroad Avenue (Lucky Jack's); Ordinance 2018-38, an Ordinance Approving and Directing the Execution of Amendment Three to the Annexation and Development Agreement for the Bartlett Senior Living Campus (Victory Centre); Ordinance 2018-39, an Ordinance Amending Ordinance #2004-115 and Approving an Amended Planned Unit Development Covenant Condition for the Bartlett Senior Living



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Campus (Victory Centre); Ordinance 2018-41, an Ordinance Annexing 3.6 Acres at the Southwest Corner of West Lake Street and Route 59 to the Village of Bartlett were covered and approved under the Consent Agenda.

B. BUILDING COMMITTEE, CHAIRMAN GABRENYA

Trustee Gabrenya presented Ordinance 2018-40, an Ordinance Authorizing the Sale of Real Estate Owned by the Village of Bartlett and Approving Contract to Sell Vacant Land Located at the Southwest Corner of East Railroad and Berteau Avenues.

Trustee Gabrenya moved to approve Ordinance 2018-40, an Ordinance Authorizing the Sale of Real Estate Owned by the Village of Bartlett Which is No Longer Necessary, Appropriate, Required for the Use of, Profitable to the Village, or for the Best interest of the Village, and Approving a Contract to Sell Such Vacant Land Located at the Southwest Corner of East Railroad and Berteau Avenues and that motion was seconded by Trustee Reinke.

Trustee Hopkins stated that this was just to authorize the sale and did not include any building permits, development, a new PUD or anything like that – correct?

Village Administrator Paula Schumacher stated that it just moves it on to the formal process for the site plan review where they would hold a public hearing just like any other development.

Attorney Mraz stated that this is the first step to authorize the sale of municipal property ordinance. It requires a three fourths vote of the corporate authorities but the contract itself is contingent on zoning approval. The petitioner has to go through the process. Even though they are approving of the sale, it does not lock the Village into approving the zoning request. Trustee Reinke raised concerns at the last meeting with the credit of \$8,000 for an ALTA survey. It has been modified and they got a quote from their surveyor which was \$5,700. The Village agreed on an ALTA survey or a credit for the \$5,700 and this will expedite the process because they can use the same surveyor to do their topographic survey for engineering. They also added a timeframe of 150 days to get those plans reviewed and go through the zoning process. There are steps that they have to take and they will ultimately come before the Board with an ordinance for the rezoning and approval of the final development plans, or the transaction will not close. If it does not close, they will get their earnest money back and the Village would start over.

Trustee Camerer stated that he wanted to be reassured that the residents on Railroad Avenue would be notified.

Mr. Plonczynski stated that the notification for this PUD amendment is like any other zoning. Anyone who owns property within 250 feet of the property gets a written notice. There will be a notice published in the newspaper of general circulation and there will be a sign placed on the property when the public hearing comes to light. He thought it would be a pretty broad swath of notice.



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Trustee Camerer was concerned that all of the condo owners (who are all owners) were notified as diligently as possible so they know what is going on.

Mr. Plonczynski stated that they would and if the condo has renters, they will also be notified.

Trustee Camerer asked the owners that are present there this evening, go to the condo associations and stay aware of what is going on so they can be at meetings to represent the homeowners.

ROLL CALL VOTE TO APPROVE ORDINANCE 2018-40, AUTHORIZING THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF BARTLETT AND CONTRACT TO SELL SUCH VACANT LAND

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

NAYS: None

ABSENT: Trustee Carbonaro

MOTION CARRIED

Trustee Gabrenya stated that the Ignite the Courage Road Closure Request was covered and approved under the Consent Agenda.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Ordinance 2018-42, an Ordinance Reserving 2018 Volume Cap for Private Activity Bond Issues and Related Matters; and Resolution 2018-43-R, a Resolution Repealing Procedures for Municipal Utility Tax Rebates for Senior Citizens (Electric and Natural Gas) were covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that the Apple Blossom Run Parade Permit and Resolution 2018-44-R, a Resolution Approving the Removal of a Dangerous Tree in the Heritage Oaks Tree Preservation Easement at 340 S. Oak Avenue were covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

President Wallace in the absence of Trustee Carbonaro stated that there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Resolution 2018-45-R, a Resolution Approving of the Temporary Construction Easement Agreement Between the Bartlett Park District and the



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Village of Bartlett for the Construction of Water Main Improvements Along the Apple Orchard Park District Property; Resolution 2018-46-R, a Resolution Approving of the Permanent Easement Agreement Between the Bartlett Park District and the Village of Bartlett for the Construction, Operation and Maintenance of Water Main Improvements Along the Apple Orchard Park District Property; Resolution 2018-47-R, a Resolution Approving of the Transmission Main Intergovernmental Agreement Between the Village of Bartlett and the Bartlett Park District; Resolution 2018-48-R, a Resolution Approving the Construction Engineering Services Agreement Between the Village of Bartlett and Christopher B. Burke Engineering Ltd.; Resolution 2018-49-R, a Resolution Approving Public Water Supply Loan Program Application Documents (Receiving Station & Storage Tanks) and Authorizing Village Administrator to Sign; Resolution 2018-50-R, a Resolution Approving Public Water Supply Loan Program Application Documents (Transmission Mains) and Authorizing Village Administrator to Sign; Resolution 2018-51-R, a Resolution Approving the Amendment to the Multi-County Municipality Intergovernmental Agreement Between the Village of Bartlett and the Metropolitan Water Reclamation District of Greater Chicago; Ordinance 2018-52, an Ordinance Authorizing the Sale by Internet Auction of Surplus Personal Property Owned by the Village of Bartlett were covered and approved under the Consent Agenda.

13. NEW BUSINESS - None

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

President Wallace stated that he would like to have a moment of silence recognizing one of the long-standing Trustees of the Board, TL Arends. It had been one year since her passing and the entire room stood for a moment of silence in her memory. He thanked her family for all the years of dedicated service to the Village.

15. ADJOURNMENT

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

ROLL CALL VOTE TO ADJOURN TO COMMITTEE


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

NAYS: None

ABSENT: Trustee Carbonaro

MOTION CARRIED

The meeting was adjourned at 7:30 p.m.


Lorna Gilles
Village Clerk



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

President Wallace called the Committee of the Whole meeting to order at 7:31 p.m.

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

ABSENT: Chairman Carbonaro

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Economic Development Coordinator Tony Fradin, Management Analyst Sam Hughes, Management Analyst Tyler Isham, Finance Director Todd Dowden, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Public Works Engineer Bob Allen, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Chuck Snider, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

BUILDING & ZONING, CHAIRMAN HOPKINS

Route 59 Senior Living Concept Plan

Chairman Hopkins stated that they have the Route 59 Senior Living Concept Plan and it is for discussion purposes only.

Community Development Director Jim Plonczynski stated that the petitioner is requesting a concept plan review for a senior living facility and a commercial strip center (a conceptual review of a proposed development project where the petitioner requests input and direction from the Village Board Committee prior to their full submittal of an application). The petitioner Michael Sedley c/o Kirco Ventures, LLC and the subject site is the west side of Route 59 about 0.1 mile north of Army Trail Road, about 0.08 miles south of Schick Road. The property has B-3 PUD zoning and is on the comprehensive plan as commercial. He stated that Mr. Sedley will have a presentation and they would like to propose a market rate senior living facility which goes from duplexes to a single four-story building and also a 12,000 SF commercial outlet proposed for the frontage along Route 59. Michael Sedley from Kirco Ventures, LLC presented a PowerPoint presentation that is attached.

Presentation Summary

Mr. Sedley stated that the site is about 10 acres and is located just south of Schick Road and north of Army Trail. Kirco is a family owned company out of Troy, Michigan who develops throughout the country. Their mission statement is "bringing out the best", what they mean by that is unwavering desire to create great environments for people but also for the communities. They have planned and developed thirty million square feet of real estate throughout the United States since 1974. They are not only developers, they do



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their own construction and property management - start to finish and beyond. They are repeat customers in several towns. They develop office, healthcare, industrial and retail.

The proposed senior living facility will have approximately 170 units, consisting of 164 independent/assisted/memory care units and six (6) duplex cottages.

The height of the senior living facility is proposed to be one to four stories in different areas of the building. A Special Use will need to be requested to have structures taller than the maximum 25' height requirement in the B-3 Commercial District.

A 12,000 square foot future commercial building is proposed along the Route 59 frontage and would be constructed for future tenants. The Petitioner has identified potential drive-thru opportunities and/or space to allow outdoor seating for future tenants.

Staff is of the opinion the commercial area should be developed first or possibly simultaneously as a compromise to allow high density residential on property zoned commercial and identified for commercial uses on the Future Land Use Plan. If the commercial building is not developed first or simultaneously with the Senior Living Facility, it could cause future issues finding tenants or acquiring special uses.

The lot identifies a total of 178 parking spaces, including eight (8) handicapped accessible spaces. (Parking requirements for this lot would be determined when a formal application is made. Restaurant uses will require additional parking.)

If the Petitioner chooses to move forward with a formal application, they would be requesting a new Preliminary/Final PUD Plan approval, Subdivision for the commercial lot (still under discussion) and Special Use Permits for a PUD, to mitigate wetlands, building height over 25', senior housing, outdoor seating, a drive-thru(s) and/or to serve liquor.

Stormwater detention and wetland requirements would be determined at the time of a formal application submittal.

A traffic study will be required at the time of a formal application submittal.

Chairman Deyne asked what the current zoning was and what does the comprehensive plan show?

Mr. Plonczynski stated that it is zoned B-3 and has been for years. The comprehensive plan has shown that area as commercial.

Chairman Deyne asked how many years the land has been vacant?



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Mr. Plonczynski stated that it has been vacant for 31 years since 1987 when the Woodland Hills subdivision was built.

Chairman Hopkins asked about the property to the north and what the square footage is of the detention basin.

Mr. Plonczynski stated that he did not know the square footage, but it services the 7-11 and office building.

Chairman Hopkins stated that he thought it was important to maintain that same dimensions from the houses. He thought that 30 feet was a short buffer between the property lines of the houses and the duplex cottages (proposed).

Chairman Reinke agreed that the duplex cottages are entirely too close to Woodland Hills subdivision. He also thought the distance between the independent living building and the duplex cottages seems relatively narrow to him. He was concerned about the tunnel type of effect. He asked if they had another plan for the retail space if it were to be omitted from the plan?

Mr. Sedley stated that they could come up with a refinement of the building.

Chairman Gabrenya asked if they proposed to spread out the 170 units to the omitted retail space or would they add additional units?

Mr. Sedley stated that they would spread it out so it was a better layout.

Chairman Gabrenya stated that there may be concerns from residents with a four-story building. She asked if the staff had any concerns with a 100 foot structure on the property line of the residents on Southgate?

Mr. Plonczynski stated that this was one of the concerns that they voiced with the designer. He explained to them that they transitioned that area from the lower buildings and they went higher as you got closer to Route 59.

President Wallace stated that it was a very well-thought-out presentation and he learned a lot of information regarding different options when it comes to senior healthcare. He liked their vertical integration type of idea. He asked how many employees would work in a facility like this?

Mr. Sedley stated 60 to 70 full-time equivalents; the peak is at about 30 to 40 at a time. It all depends on the time of day since obviously the overnight would be less.



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President Wallace stated that he really appreciated the research that they have done as far as the potential for retail at this location. It was very compelling and he thought there were a lot of things to think about and a lot more to discuss. He thought it was a great concept.

Mr. Sedley asked if they should be encouraged that this is something that could be supported and worth continuing.

President Wallace and Chairman Deyne stated that they would be very supportive.

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: Chairman Carbonaro

MOTION CARRIED

The meeting adjourned at 8:09 p.m.


Lorna Gilles
Village Clerk

Kirco Senior Living

April 17, 2018

Bartlett, Illinois

State Route 59 south of Schick Road

Kirco Senior Living

Bartlett, Illinois



April 17, 2018



BRINGING OUT THE BEST

Dedicated to bringing together the talent, the creative vision and an unwavering desire to create great environments for people and their communities.



JUST THE FACTS

We're an award winning, full service, vertically integrated, real estate organization.

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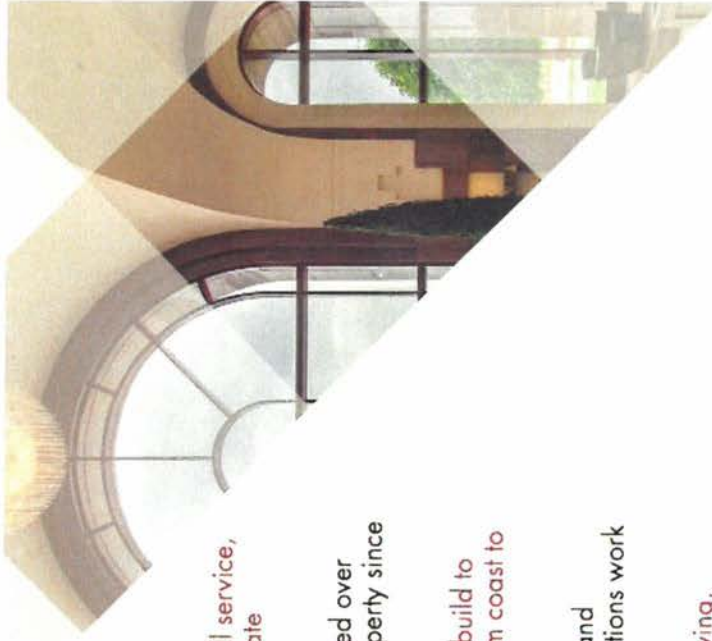
We're a major developer of build to suit, own, or lease space from coast to coast.

Development, Construction, and Property Management operations work together as one.

Office, Healthcare, Senior Living, Industrial and Retail expertise.

We're family owned and operated going on three generations.

Based in Troy, Michigan with offices in Charlotte, North Carolina; Columbus, Ohio; Birmingham, Alabama; and West Palm Beach, Florida.

The KIRCO logo consists of the word "KIRCO" in a white, serif, all-caps font, centered within a dark red rectangular background.

HOW WE SUCCEED

We're vertically integrated.

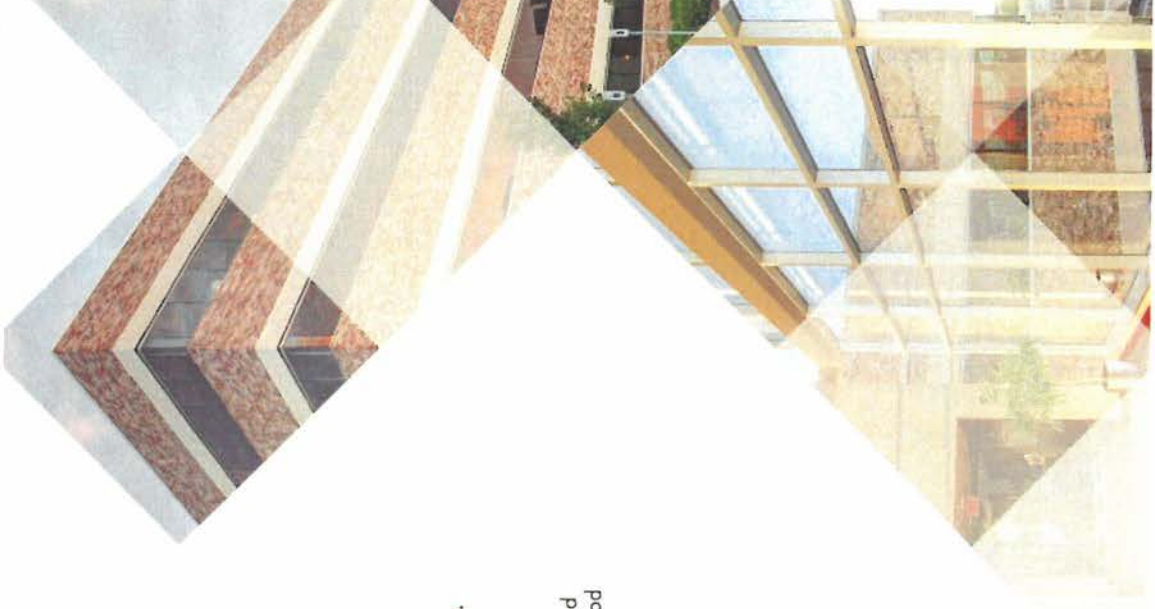
We put the right disciplines together up front in the process to deliver the best possible outcome. Our Development, Construction Management (KIRCO MANIX) and Property Management teams work seamlessly together to produce great work and an efficient process for everyone involved.

We tackle each project with an ownership mentality.

In many cases we own the buildings we build. This gives us the unique experience of knowing what it takes to keep tenants happy and how to care for our properties with lasting quality and savings.

We are your true partner.

We love what we do. No matter what size project, our team is vested in success and taking good care of our clients.



References

Contact: Mayor Mike Duggan, The City of Detroit

Address: 2 Woodward Avenue, Suite 1126 | Detroit, MI 4822

Telephone: (313) 224 3400

Email: emalimike@detroitmi.gov

Contact: Warren Palmer, City of Detroit Planning & Development Department

Address: 65 Cadillac Square, Suite 2300 | Detroit, MI 48226

Telephone: (313) 224 2570

Email: wpalmar@detroitmi.gov

Contact: Mayor Dane Slater, The City of Troy

Address: 500 W. Big Beaver | Troy, MI 48064

Telephone: (248) 885 1935

Email: djkslater@aol.com

Contact: Chris Barnett, Orion Township Supervisor

Address: 2525 Joslyn Road | Lake Orion, MI 48360

Telephone: (248) 391 0304

Email: cbarnett@oriontownship.org

Contact: Grant Murschel, City of Midland Community Development Planner

Address: 333 West Ellsworth Street | Midland, MI 48640

Telephone: (989) 837 3381

Email: GMurschel@Midland-MI.org

Presentation Title | Speaker Name



4/19/18

KIRCO HEALTHCARE EXPERIENCE

Over 15 years ago KIRCO began a focus exclusively dedicated to the healthcare market. This effort was born from a strategic focus on an economic growth opportunity and underserved market from a real estate expertise perspective. Throughout this time our team and experience has grown as we have actively partnered with hospitals and private practice physicians in the pursuit of best in class healthcare facilities to serve a growing patient population. We have seen rapid changes in this industry in areas of technology, best practices, regulation, governmental involvement, payer patterns, and economic forces to name a few. KIRCO has been involved with ground up, adaptive reuse and acquisitions of a myriad of healthcare facilities. With over 5 Million square feet in its managed portfolio, KIRCO does business with 14 healthcare systems and over 100 private health practices of all types.

KIRCO DOES BUSINESS WITH 14 HEALTHCARE SYSTEMS:



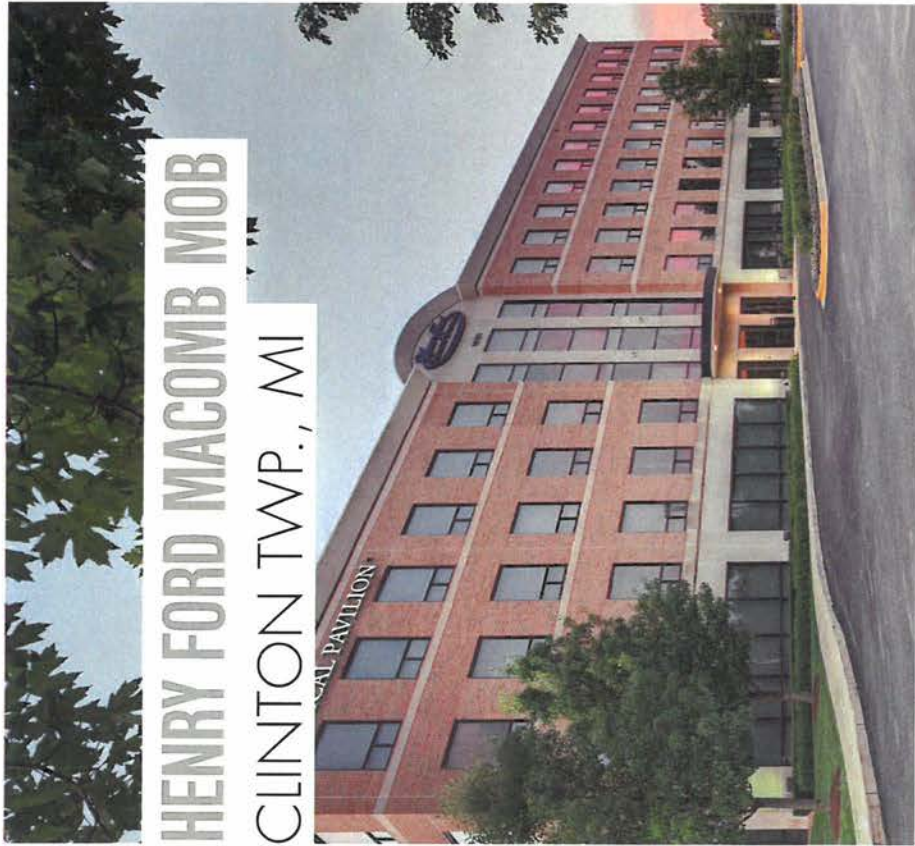
Believe in better



TYPES OF HEALTHCARE FACILITIES:

- Behavioral health inpatient hospitals and outpatient facilities
- Surgery Centers
- Dialysis Centers
- Urgent Care
- Diagnostic Centers
- Emergency departments
- Laboratory and biotech facilities
- Orthopedic specialty centers
- Physical therapy and medically integrated wellness centers
- Family medicine centers
- Medical school and residency training centers
- Oncology and Hematology treatment center





Project Type
Healthcare

Square Footage
101,330 SF

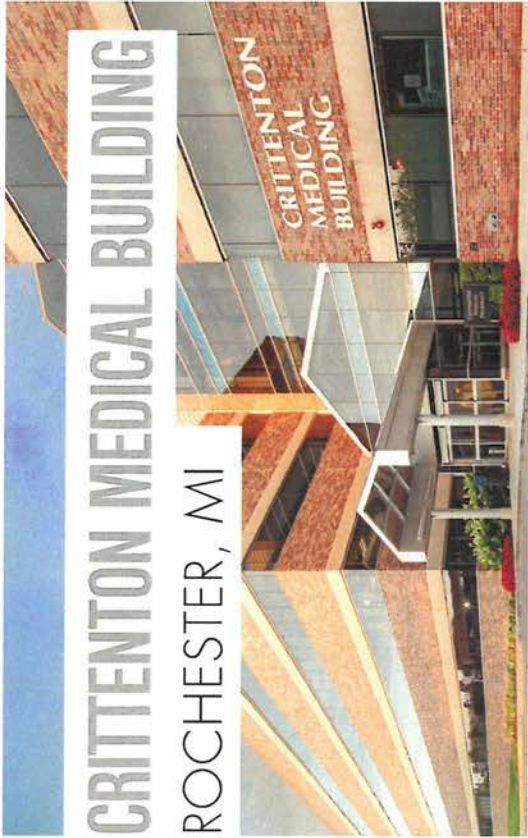


KIRCO developed and constructed a 101,330 SF building on Henry Ford Health System's campus which is connected to the main hospital via an attached walkway. The project required the redesign of the entire site plan providing better site circulation. KIRCO continues to provide property management and leasing services as part of the integrated service business model.



KIRCO **KIRCO** **MANIX**

Henry Ford Maccomb MOB



CRITTENTON MEDICAL BUILDING

ROCHESTER, MI



Hospital management was focused on creating more medical office space on campus, while generating capital from existing real estate assets. In addition, they were seeking a real estate partner who would provide ownership opportunities for the physicians affiliated with the hospital.

The ultimate strategy was multi-faceted; KIRCO purchased an existing on campus building and developed and constructed an adjacent facility on the campus.

Square Footage
55,340

Project Type
Healthcare



ST JOE WATERFORD URGENT CARE

WATERFORD, MI



Square Footage
6,000

Project Type
Healthcare



KIRCO MANIX converted what was a physical therapy medical office, into a space used for urgent care, physical therapy, and physicians offices.

The construction at St. Joseph Waterford Urgent care took about five months and covered about 6,000 SF.

BEAUMONT MEDICAL CENTER

WEST BLOOMFIELD, MI



• **Square Footage**
150,000

• **Project Type**
Healthcare

KIRCO made another major step in positioning itself as a national healthcare real estate development and investment company with the recently acquired \$30+ million, 150,000 SF building.

KIRCO put the building under contract on November 24, 2012 and closed the transaction on December 20, 2012, a mere 24 days later. This particular building is a strategic facility in the Beaumont Outpatient Network, having invested in a state-of-the-art 25,000 SF Surgery Center to serve its patients.

Clinical services include a Diagnostic Imaging Center, Nuclear Medicine, Urology, Endocrinology, Pediatrics, Asthma/Allergy, Ophthalmology, Women's Health, and Podiatry.

KIRCO Management Services manages the facility and delivered a significant reduction in operating costs to the tenants within the first year of operation.

KIRCO | KIRCO | MANIX

BEAUMONT HEALTH URGENT CARE

WEST BLOOMFIELD, MI



• **Square Footage**
2,200 SF

• **Project Type**
Healthcare

Beaumont Health has opened its second health care facility — an urgent care center in West Bloomfield — under the newly merged eight-hospital system.

The Beaumont Urgent Care center, which is located within the existing Beaumont Medical Center, is staffed by emergency medicine physicians, family practice physicians, nurse practitioners and physician assistants.

Treatment and services in the new facility for adults and children 18 months and older include basic lab tests; vaccinations; skin treatments; and minor illnesses and injuries, such as cough, flu, earache, gastrointestinal symptoms, cuts, sprains and broken bones.

KIRCO | KIRCO | MANIX

BALDWIN COMMONS

ORION TWP, MI

Square Footage
317,136

Project Type
Retail

KIRCO KIRCO MANIX



Baldwin Commons started out as a vacant 59 acre site, situated in two different communities, Orion Township and Auburn Hills, MI. As a result, this significantly complicated the entitlement process. The property was assembled through four different property owners, further complicating the process.

The site was not served with sewer and water and required a very creative strategy to bring utilities to the location.

Prior to project completion, the project was 100% leased to tenants, totaling 376,136 SF:

- Babies R Us
- Kohl's
- Michaels
- Linens and Things
- Comp USA
- Longhorn Steakhouse
- Crab Shack

The project was recently reinvented as a result of the economic downturn and corresponding tenant vacancies of the major retailers.

New tenants include:

- Ulta Cosmetics
- DSW
- Panera Bread
- Nordstrom Rack



SHELBY CREEK

SHELBY TWP., MI

Square Footage
383,400

Project Type
Retail



KIRCO KIRCO MANIX

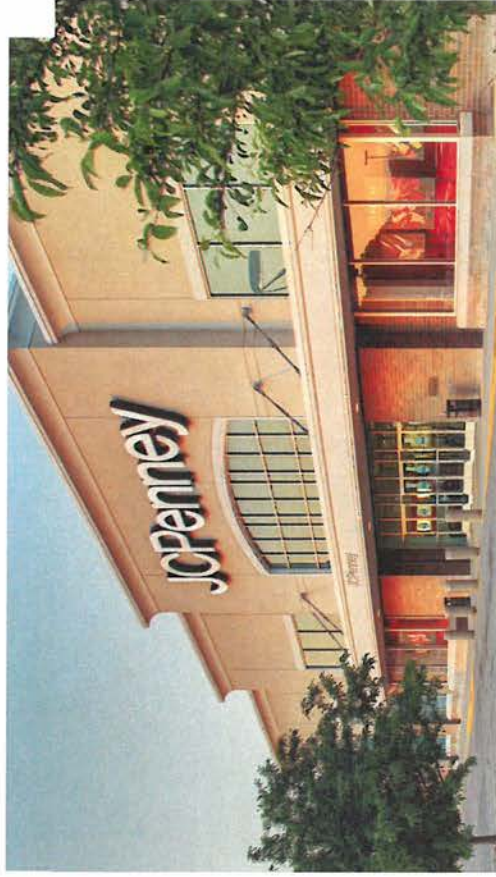


Shelby Creek is a retail development combining retail shops and restaurants

- 49.3 gross acres
- 42 net acres
- 25% open space of net site area
- 383,400 square feet total retail area
- 2,827 available parking (6.6/1,000)

VILLAGE LAKES

WHITE LAKE, MI

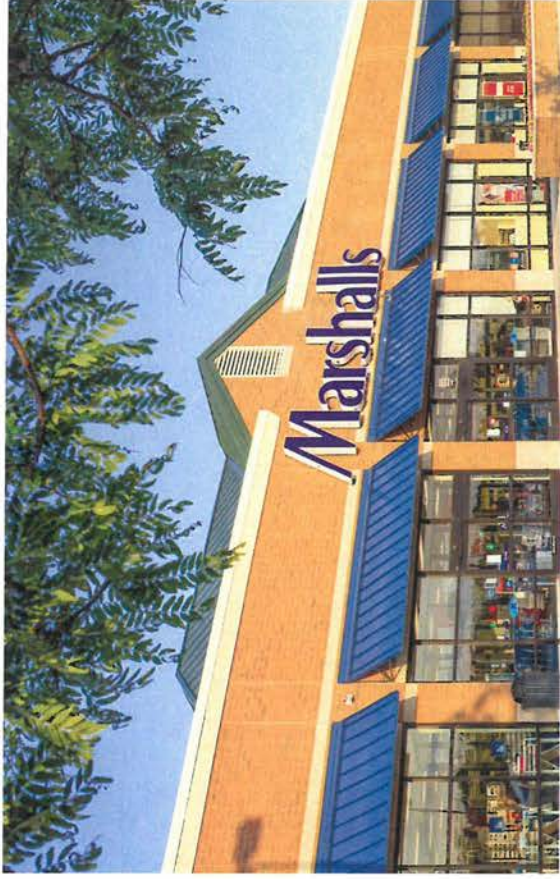


Square Footage
160,000 SF

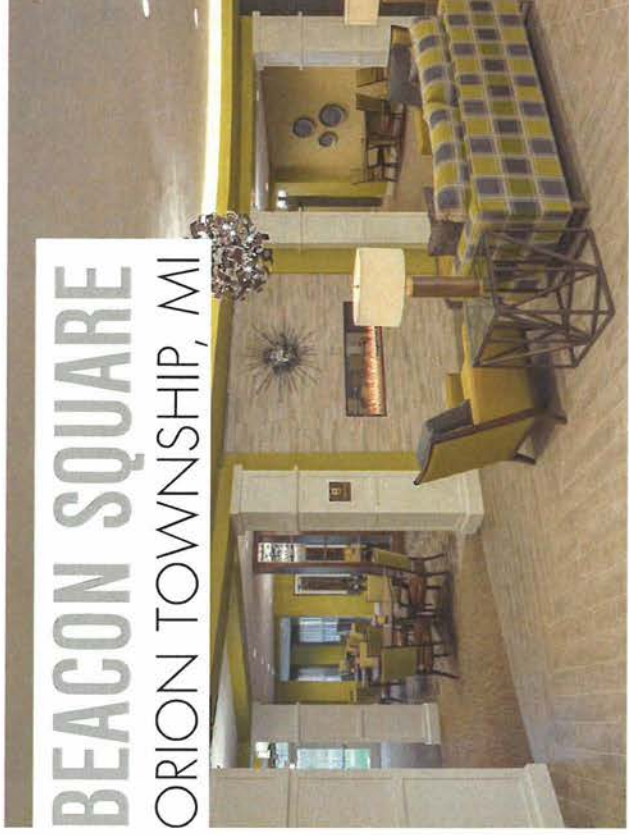
Project Type
Retail

Village Lakes combines retail shops and a medical office building to create a mixed-use project. Approximately 28 acres with 150,000 – 160,000 square feet of retail space and 75,000 – 80,000 square feet of medical office space.

Located on the southeast quadrant of Highland (M-59) and Elizabeth Lake Road in White Lake Township, Michigan.



KIRCO KIRCO MANIX



Square Footage
178,327 SF

Project Type
Senior Living

KIRCO MANIX recently completed construction of Pomeroy Senior Living's newest 178,327 square-foot facility in Lake Orion, MI. The new facility offers independent living, assisted living and memory care units, which at full occupancy, will accommodate up to 225 residents and employ 200 staff members.

This senior living facility offers its residents the latest in design, care and amenities. Each resident room is equipped with an open-plan living area and kitchen with granite countertops and custom Euro-design cabinets.



Some of the unique accommodations and amenities include: multiple first-class dining experiences, including a large dining room, private dining rooms, sunroom, and a pub; a movie theatre, poker room, bar/lounge, crafts room and worship room. Outdoor amenities include a putting green, outdoor grill/patio, fireplace and an elevated terrace.

- Construction Highlights:**
- An intense schedule was followed to complete 178,327 square feet of construction in 20 months.
 - This facility combines attributes of residential, commercial, and hospitality construction.
 - The project site was located over 19-acres of wetlands which demanded extensive site work, creating a need to construct a massive retaining wall to separate the building footprint from the regulated wetlands.
 - The independent living wings of the building were constructed using residential wood panelization, while the assisted living and memory care wings were constructed from steel.
 - Lime stabilization of the soils was utilized and provided a more stable subbase to accommodate construction traffic, allowing for less undercutting when the final parking lot was installed.

- Unique Challenges:**
- Routing and clearances of HVAC ductwork were a challenge for this project due to building, structural and fire-rating requirements. Daily collaboration with the architect was crucial to make effective design/build decisions and facilitate construction.
 - The facility consists of independent, assisted living and memory care residences, each of which include a variety of floor plans and unique state licensing and building code requirements.
 - KIRCO MANIX assisted with preparations for the extensive state licensing process that was required to open the assisted and memory care wings of the building. This licensing process far exceeds the local municipality's approval for certificate of occupancy.



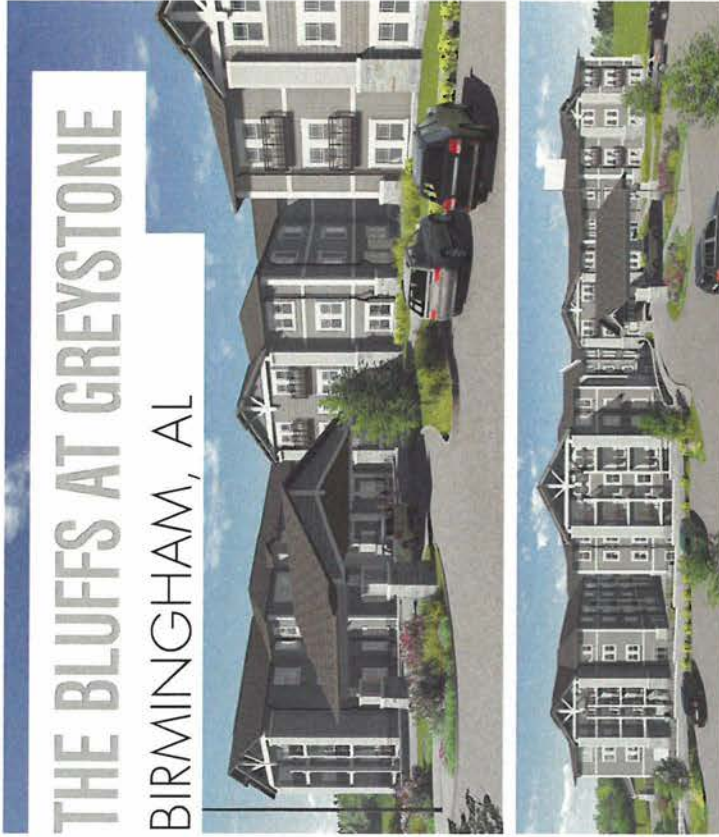
The Bluffs at Greystone

Birmingham, AL



Kirco Senior Living Bartlett, Illinois

April 17, 2018



THE BLUFFS AT GREYSTONE

BIRMINGHAM, AL

Square Footage
143,659 SF

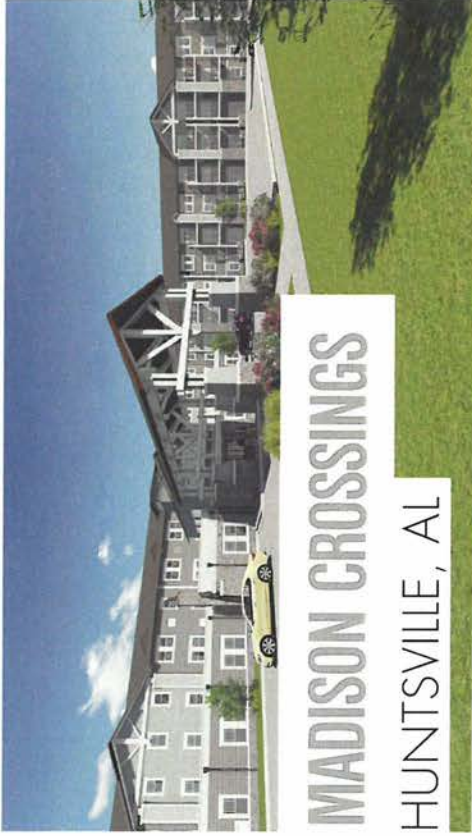
Project Type
Senior Living

KIRCO and KIRCOMANIX are working together with Phoenix Senior Living and EDI, Inc. to develop and construct the newest independent and assisted living community in Birmingham, AL.

The Bluffs at Greystone will be a senior living community that provides Independent Living and Assisted Living and is designed to include memory care units in the future. There will be a total of 132 units: 72 Independent Living units and 60 Assisted Living units.

Amenities within the state of the art facility opening in July 2018 will include an indoor pool, a wellness center, an industry leading dining experience, an arts and crafts room, game rooms, pubs, a salon, a yoga studio, outdoor dining and kitchen, and a demonstration kitchen for families to entertain with our residents.





MADISON CROSSINGS HUNTSVILLE, AL



Project Type
Senior Living

The Phoenix at Madison in Huntsville, Alabama, 128-unit construction project will offer 104 independent apartments, 48 assisted living apartments and 24 specialized apartments for memory care. The Phoenix at Madison is scheduled to break ground in 2018 with a planned opening in late 2019.



CIENA HEALTHCARE WATERFORD, MI



Square Footage
20,000 SF

Project Type
Senior Living

Regency at Waterford is a beautiful, state-of-the-art skilled nursing community that represents the future of short-term rehabilitation and long-term care facilities. Regency at Waterford offers an innovative, one-story, easy to navigate floor plan, 40 private rooms and 40 semi private rooms, six bariatric rooms, and a bright, home-like atmosphere. KIRCO MANIX successfully completed the construction within a very tight project site while the facility remained in operation.

SERVICES AT THE FACILITY INCLUDE:

- Physical, Occupational and Speech Therapy
- Around the clock nursing care
- Dental, Podiatry and Psychiatry
- X-Ray, Pharmacy and Laboratory
- Ophthalmology and Audiology
- Wound Care Management
- Restorative Nursing-ADI Care
- Recreational Therapy
- Dietary and Nutritional Services
- Dialysis Care Services
- Care management, discharge planning, and social work
- Pain Management
- Medication Administration
- Tube-Feeding, IV Therapy, Respite Care, Hospice



KIRCO in Bartlett- The Opportunity

- Bartlett currently has no market rate independent and assisted living.
- Artis will provide market rate memory care, but that still leaves market rate independent and assisted living underserved.
- As a result, Bartlett seniors must leave the community to find senior living and Bartlett residents do not have a facility for their parents when the need arises.
- Only Clare Oaks, which requires at least a \$240,000 entrance fee or Victory of Bartlett, which is a subsidized community, are options in Bartlett at this time.
- Pent up demand exists for market rate senior living that will be quickly absorbed.

The Different Models of Senior Living

- **CCRC:** A Continuing Care Retirement Community (“CCRC”) is an entrance fee based community requiring a substantial commitment upfront, typically with some, but not all, refundable at move-out or death.
 - A senior puts their faith in the strength of the company that the portion of the fee that is refundable will actually be returned.
- **Subsidized:** In Illinois, subsidized housing is available through the “Supportive Living Program”. This program allows seniors, after paying full market rate rent for at least one year, to have their rent paid once they have \$2,000 or less remaining in funds.

The Different Models of Senior Living

- Market Rate: The market rate model of senior living charges the true cost of providing care, housing, meals and other necessities on a month to month basis.
 - Little to no upfront entrance fee (typically \$2,500)
 - Month to month commitment
 - True cost of care

Demand

- **There is pent up demand for market rate senior living:**
 - For every existing market rate unit within a five mile radius, there is another qualified senior for which there is no market rate unit available.
 - There are two qualified seniors for every existing market rate unit within the five mile radius.
 - There are no market rate independent and assisted living units in Bartlett, forcing seniors to choose a neighboring community.

Demand

- The senior living market is trending away from the CCRC model towards a market rate, monthly rental model as seniors are increasingly unwilling or unable to pay large entrance fees.
- There is an imbalance between supply and demand in Bartlett.
- Kirco searches throughout the country for markets with this imbalance.
- Due to this imbalance in Bartlett, Kirco searched for the ideal location to develop a best in class senior living community.

Key Bartlett Success Metrics

- Population within a five mile radius: 97,925
- Median Household Income: \$97,499
- Median Net worth: \$352,637
- Median Home Value: \$280,651
- There is sufficient financial means in the community for seniors to afford best in class market rate senior living.
- There is also a significant portion of the population that either cannot afford or is unwilling (doesn't recognize the value) to pay a large entrance fee for a CCRC.

Retail Outparcel

- The parcel has been vacant for 30 years while awaiting a retail development.
- It currently provides Bartlett with \$14,954 per year in tax revenue, far less than our development would generate for the Village of Bartlett and the school district.
- We provide a smooth transition from single family residential to commercial which achieves the Village's stated goal to:

“Foster a rational relationship among residential, commercial and industrial uses for the benefit of all.”

Retail Outparcel

- Our use is quiet and has a low impact on the Village, its schools and especially its roadways.
- We have positioned one story cottages and storm water retention on the west property line to provide this smooth transition to the single family neighborhood to the west.
- Retail, especially at the truck docks which would likely face west, is a noisier use with a much higher impact on traffic.

Retail Outparcel

- Kirco has developed millions of square feet of retail.
- Kirco would be very interested in developing some retail on this parcel if sufficient demand existed.
- Our experts tell us this parcel is not appropriate for retail and developing it as such is not realistic. It does not lend itself to retail development due to:
 - A mid-block location
 - No signalization
 - Right in-right-out ingress and egress

Retail Outparcel

- CBRE respectively turned down the assignment of marketing the proposed retail space to tenants, something I have never experienced in my 25 years in development.
- We cannot start the retail on a speculative basis. No bank will allow it without significant pre-leasing nor is it prudent as a developer.
- If required to, we are willing to set aside an outparcel for 12,000 square feet of retail to respect the Village's desire for some retail.
- We would rather use this outparcel to allow for a better layout and design of our senior living which lends itself to potential future expansion to meet the Village of Bartlett's future growth in seniors.



Mid-America Asset Management, Inc. One Parkview Plaza 9th Floor
MidAmericaCjp.com Oakbrook Terrace, Illinois 60181
t: 630.954.7300

Via email: michaelsedley@kirco.com

March 13, 2018

Mr. Michael Sedley
Development Consultant
KIRCO Development
101 West Big Beaver Road, Suite 200
Troy, MI 48007

RE: Bartlett Overview

Dear Michael:

As we have discussed, enclosed please find the following market information for the overall Chicagoland retail marketplace and specifically Bartlett, Illinois:

- Chicago Retail Vacancy Report
- Route 59 Corridor Map
- Bartlett Demographics
- Primary Bartlett Retail Map
- Sub-Regional Map
- Bartlett Senior Living Site Plan

Kirco Senior Living Bartlett, Illinois

Retail Outparcel

Mid-America is the largest full service retail real estate firm in the Midwest with offices and more than 250 professionals dedicated to retail real estate. We represent more than 60 million square feet of shopping center space, our Tenant Rep Brokers represent more than 150 tenants exclusively and we sell more shopping centers in the Midwest totaling more than \$1 billion in value in 2017.

While the Bartlett submarket is a very solid market from a demographic perspective, and while it is very good news that the former Dominick's store was recently leased to Amita Health, if there is any new demand for retail of any type of user it would be close proximity to Route 59 and Stems Road. As you can see from all of the enclosed market information, not only is the overall market a little soft, there are much stronger trade areas to the north, south, east and west of Bartlett. Furthermore, your proposed location is south of the main retail node in Bartlett with no supporting retail, located mid-block and not at a traffic signal.

In summary, we do not feel that your proposed outlot location is a viable retail pad site development. Upon your review, please call me at (630) 954-7364 to discuss.

Sincerely,

MID-AMERICA ASSET MANAGEMENT, INC.

Richard E. Spinell
Principal



Retail Outparcel

VIA EMAIL

Michael,

Thank you for reaching out to me regarding my interest in listing the property you are pursuing in Bartlett. I know the property well and have had long thoughts for several years about the retail viability of this specific site for the following reasons:

Lack of significant "retail" co-tenancy in the immediate area. The retail pockets to the south (Rt. 59 and North Ave) and east (Stratford Square Mall area) provide better opportunities for those limited "retail end users" expanding in the area.

1. Mid-block location, lack of a signalized point of ingress/egress directly into the property from Rt. 59.
2. Shared access to the north from Shick does not provide convenient and quick ingress/egress into the site which is a typical requirement of "retail end users".

For the reasons mentioned above I must respectfully decline this potential assignment. I simply do not have faith that I can meet your expectations of securing "retail end users" for this property. Once again, thank you for thinking of me and I hope my position does not exclude me from future assignment consideration.

Sincerely,

Mario A. Melone | Vice President
CBRE | Retail – Advisory & Transaction Services
700 Commerce, Suite 450| Oak Brook, IL 60523

Kirco Senior Living Bartlett, Illinois



April 17, 2018

Zoning

- Senior living is consistent with B-3 zoning which allows both B-2 and B-1 uses. Senior living is a special use under B-1 zoning.
- The Village, in identifying its purpose and intent in its zoning code, states that its purpose is:

“To zone all properties in such a manner to preserve their best use and conserve and enhance their value.”
- Kirco submits that our concept presents the best use and benefit to the citizens of Bartlett, the Village of Bartlett and enhances the value of this vacant property.

Zoning

- Our project maximizes the value for the current landowner. It is currently unutilized and thus of minimal value.
- The current desire for developing this parcel as strictly retail is not realistic as evidenced by 30 years of vacancy and the assessment of the foremost experts in Chicagoland retail.
- Kirco will follow all village codes including significant landscaping to provide beautiful grounds for residents and their guests as well as our neighbors and the community at large.

Benefit to Bartlett

170 UNITS SENIOR HOUSING 12,000 SQUARE FEET OF RETAIL	NO SENIOR HOUSING 50,000 SQUARE FEET OF RETAIL
BARTLETT'S TOTAL REVENUE	BARTLETT'S TOTAL REVENUE
BARTLETT SHARE OF PROPERTY TAXES @8%	BARTLETT SHARE OF PROPERTY TAXES @8%
BARTLETT SHARE OF RETAIL SALES TAXES(1%)	BARTLETT SHARE OF RETAIL SALES TAXES(1%)
BARTLETT SCHOOLS SHARE OF PROPERTY TAXES	BARTLETT SCHOOLS SHARE OF PROPERTY TAXES
TOTAL BENEFIT TO BARTLETT RESIDENTS \$948,851	TOTAL BENEFIT TO BARTLETT RESIDENTS \$255,687
\$107,403	\$25,331
\$9,078	\$34,042
\$832,370	\$196,314

Benefit to Bartlett

- Bartlett and the school district will realize nearly **four times the tax revenue** by approving our development than by approving a 50,000 square foot retail facility for which there is no demand.
- Bartlett seniors and their families will have much **needed market rate senior housing** that will keep seniors in the Village.
- Bartlett will achieve the **development of idle land** which will be a direct benefit to its residents and to the Village financially.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/1/2018**

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - MAY 2018	15,218.22
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - MAY 2018	141.35
	<u>INVOICES TOTAL:</u>	<u>15,359.57</u>

1100-VILLAGE BOARD/ADMINISTRATION

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CITYTECH USA INC	ANNUAL MEMBERSHIP FEE	390.00
	<u>INVOICES TOTAL:</u>	<u>390.00</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	33.81
	<u>INVOICES TOTAL:</u>	<u>33.81</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	48.67
	<u>INVOICES TOTAL:</u>	<u>48.67</u>

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSURED WASTE SOLUTIONS LLC	WASTE CONTAINER PICK-UP	540.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	36.20
	<u>INVOICES TOTAL:</u>	<u>576.20</u>

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 PETTY CASH	PETTY CASH REIMBURSEMENT	57.86
	<u>INVOICES TOTAL:</u>	<u>57.86</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEW ALBERTSONS INC	FOOD PURCHASE/SUPPLIES	22.69
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	19.25
	<u>INVOICES TOTAL:</u>	<u>41.94</u>

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/1/2018**

**	1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	21,157.00
	1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	600.00
			INVOICES TOTAL: 21,757.00

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUCKY JACK'S PROPERTY	2,177.25
1 DEIGAN & ASSOCIATES LLC	1150 W LAKE STREET INSPECTION	931.32
		INVOICES TOTAL: 3,108.57

1400-FINANCE

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	A/P CHECK FORMS	169.63
1 WAREHOUSE DIRECT	HANGING FOLDERS	67.03
1 WAREHOUSE DIRECT	TONER	114.56
1 WAREHOUSE DIRECT	TONER	284.46
1 WAREHOUSE DIRECT	ADDRESS LABELS/SUPPLIES	127.79
		INVOICES TOTAL: 763.47

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	BUDGET FILING	50.04
** 1 U S POSTAL SERVICE	POSTAGE FOR METER	5,000.00
		INVOICES TOTAL: 5,050.04

1500-COMMUNITY DEVELOPMENT

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST SPOTLIGHT	ADVERTISING	5,262.65
** 1 KEVIN WALLACE	AIRFARE/ICSC CONFERENCE	519.40
		INVOICES TOTAL: 5,782.05

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	23.72
		INVOICES TOTAL: 23.72

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	STAPLES/BATTERIES	50.48
		INVOICES TOTAL: 50.48

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/1/2018**

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	33.50
	<u>INVOICES TOTAL:</u>	<u>33.50</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ROBERTA GRILL	CONFERENCE EXPENSES	307.20
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	91.65
1 BRUCE SCHROER	CONFERENCE REGISTRATION	105.00
	<u>INVOICES TOTAL:</u>	<u>503.85</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PLANNING ASSOCIATION	MEMBERSHIP DUES/A ZUBKO	338.00
	<u>INVOICES TOTAL:</u>	<u>338.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUCKY JACK'S PROPERTY	2,191.15
	<u>INVOICES TOTAL:</u>	<u>2,191.15</u>

1600-BUILDING

523010-ELEVATOR INSPECTIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR INSPECTIONS	82.00
	<u>INVOICES TOTAL:</u>	<u>82.00</u>

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	264.51
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	36.54
	<u>INVOICES TOTAL:</u>	<u>301.05</u>

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERNATIONAL CODE COUNCIL INC	PUBLICATIONS	915.36
	<u>INVOICES TOTAL:</u>	<u>915.36</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	91.68
	<u>INVOICES TOTAL:</u>	<u>91.68</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/1/2018**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOSHIBA BUSINESS SOLUTIONS	COPIER MAINTENANCE SERVICE	196.39
1 WAREHOUSE DIRECT	RECEIPT BOOKS/WRIST PAD	145.31
INVOICES TOTAL:		341.70

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH DEWAYNE BURRIS	I.P.I.A. CLASS REGISTRATION	125.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	60.00
INVOICES TOTAL:		185.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH DEWAYNE BURRIS	PLUMBING INSPECTOR LICENSE RENEWAL	150.00
INVOICES TOTAL:		150.00

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADT SECURITY SERVICES	ALARM MONITORING SERVICE	43.45
1 COUNTRYSIDE FUNERAL HOMES	TRANSPORTATION SERVICES	400.00
1 COUNTRYSIDE FUNERAL HOMES	TRANSPORTATION SERVICES	400.00
1 COUNTRYSIDE FUNERAL HOMES	TRANSPORTATION SERVICES	400.00
1 ID NETWORKS	ANNUAL SERVICE AGREEMENT	825.00
1 ILLINOIS DEPT OF AGRICULTURE	TRUCK SCALE RECERTIFICATION	800.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY BILLING	774.71
1 VERIZON WIRELESS	WIRELESS SERVICES	698.28
INVOICES TOTAL:		4,341.44

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BLUE LINE	OFFICER RECRUITMENT LISTING	496.00
INVOICES TOTAL:		496.00

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.95
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	34.75
INVOICES TOTAL:		57.70

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	113.25
1 GLOBAL EQUIPMENT COMPANY INC	STORAGE MATERIALS	734.71

** Indicates pre-issue check.

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1	MICHAEL KMIECIK	LUTHER'S K9 FOOD	70.13
1	NEW ALBERTSONS INC	FOOD PURCHASE	25.93
1	PAPER DIRECT INC	CERTIFICATE JACKETS	152.34
1	PARTNERS AND PAWS VETERINARY SERVICES	LUTHER K9 BOARDING FEES	80.00
**	1 PETTY CASH	PETTY CASH REIMBURSEMENT	147.67
1	ULINE	EVIDENCE SUPPLIES	423.24
1	WAREHOUSE DIRECT	TONER	128.43
<u>INVOICES TOTAL:</u>			<u>1,875.70</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	CARGO PANTS	104.99
1 STREICHER'S INC	UNIFORM SHIRT	43.99
1 STREICHER'S INC	BODY ARMOR	600.00
<u>INVOICES TOTAL:</u>		<u>748.98</u>

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	MONTHLY SUBSCRIPTION	195.78
<u>INVOICES TOTAL:</u>		<u>195.78</u>

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STREICHER'S INC	RIFLE CASES	209.97
1 STREICHER'S INC	TRAINING SUPPLIES	1,790.00
1 STREICHER'S INC	TRAINING AMMUNITION	4,930.00
<u>INVOICES TOTAL:</u>		<u>6,929.97</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	9,104.50
<u>INVOICES TOTAL:</u>		<u>9,104.50</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	FLASH DRIVES/ENVELOPES	253.65
1 WAREHOUSE DIRECT	BINDERS/HANGING FOLDERS	504.65
<u>INVOICES TOTAL:</u>		<u>758.30</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE CO CHIEFS OF POLICE ASSOC	LUNCHEON MEETING FEES	75.00
1 JIM DURBIN	CONFERENCE EXPENSES	102.00
1 ILLINOIS TACTICAL OFFICERS ASSOC	TRAINING REGISTRATION	50.00
1 INT'L ASSOC OF CHIEFS OF POLICE	CONFERENCE REGISTRATION	425.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	35.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	125.00

** Indicates pre-issue check.

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1	NORTHWEST POLICE ACADEMY	SEMINAR FEE	50.00	
**	1	PETTY CASH	PETTY CASH REIMBURSEMENT	90.00
	1	KYLE RYBASKI	CONFERENCE EXPENSES	781.42
**	1	SAGE CONTROL ORDNANCE INC	INSTRUCTOR CERTIFICATION COURSE	1,000.00
	1	RYAN SIECKMAN	CONFERENCE EXPENSES	657.52
			<u>INVOICES TOTAL:</u>	<u>3,390.94</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	DUPAGE CO SENIOR POLICE MGMT ASSOC	MEMBERSHIP DUES/S YARWOOD	125.00
1	DUPAGE CO SENIOR POLICE MGMT ASSOC	MEMBERSHIP DUES/W NAYDENOFF	125.00
1	DUPAGE CO SENIOR POLICE MGMT ASSOC	MEMBERSHIP DUES/K RYBASKI	125.00
1	DUPAGE CO SENIOR POLICE MGMT ASSOC	MEMBERSHIP DUES/J DURBIN	125.00
1	ILLINOIS TRUCK ENFORCEMENT	MEMBERSHIP RENEWAL	100.00
		<u>INVOICES TOTAL:</u>	<u>600.00</u>

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT		
**	1	PETTY CASH	PETTY CASH REIMBURSEMENT	28.56
		<u>INVOICES TOTAL:</u>	<u>28.56</u>	

545100-EMERGENCY MANAGEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	COMCAST	VPN SERVICE	2.11
		<u>INVOICES TOTAL:</u>	<u>2.11</u>

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	INDUSTRIAL ORGANIZATIONAL SOLUTIONS I	ORAL INTERVIEW DEVELOPMENT	3,770.00
		<u>INVOICES TOTAL:</u>	<u>3,770.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT		
1	BMO HARRIS BANK N.A.	SUBPOENA DOCUMENTS	28.52	
1	ILLINOIS TOLLWAY	TOLLS INCURRED OUTSIDE ILLINOIS	35.72	
1	JPMORGAN CHASE BANK N.A.	SUBPOENA RESEARCH FEES	36.61	
**	1	JV TEK INC	CAMERA REPLACEMENT/FLOOD DAMAGE	292.00
		<u>INVOICES TOTAL:</u>	<u>392.85</u>	

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	VERMEER-ILLINOIS INC	EQUIPMENT RENTAL	1,200.00
		<u>INVOICES TOTAL:</u>	<u>1,200.00</u>

** Indicates pre-issue check.

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524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	25.53
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	198.94
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	139.02
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	14.75
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,391.86
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	52.97
INVOICES TOTAL:		1,823.07

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	1,110.70
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	420.00
INVOICES TOTAL:		1,530.70

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	BRIDGE INSPECTIONS	4,340.75
INVOICES TOTAL:		4,340.75

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	TRAFFIC SIGNAL MAINTENANCE	342.00
1 ELMUND & NELSON CO	TRAFFIC SIGNAL POLE MAINTENANCE	2,290.00
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL/STREET LIGHT MAINT	1,001.00
INVOICES TOTAL:		3,633.00

527112-SERVICE TO MAINTAIN STR LIGHTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMUND & NELSON CO	STREET LIGHT POLE INSTALLATION	2,700.00
INVOICES TOTAL:		2,700.00

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JENNIFER BECKER	PUBLIC SIDEWALK REPLACEMENT	884.00
INVOICES TOTAL:		884.00

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TREES R US INC	TREE REMOVAL SERVICES	1,600.00
INVOICES TOTAL:		1,600.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	169.90

** Indicates pre-issue check.

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INVOICES TOTAL: 169.90

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	125.96
		<u>INVOICES TOTAL: 125.96</u>

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	143.90
1 STEINER ELECTRIC COMPANY	TOOLS/SUPPLIES	473.53
		<u>INVOICES TOTAL: 617.43</u>

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	4,445.55
		<u>INVOICES TOTAL: 4,445.55</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER TOWELS/COFFEE/SUPPLIES	414.37
1 WAREHOUSE DIRECT	CLEANING SUPPLIES	28.64
1 WAREHOUSE DIRECT	PRINTER CARTRIDGE	98.64
		<u>INVOICES TOTAL: 541.65</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	30.76
		<u>INVOICES TOTAL: 30.76</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	374.86
1 COMMERCIAL TIRE SERVICE	TIRE REPLACEMENTS	1,225.50
1 GRAINGER	MAINTENANCE SUPPLIES	25.14
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	93.34
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	42.90
1 INTERSTATE BILLING SERVICE INC	CREDIT - PARTS RETURN	-465.50
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	71.90
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	272.66
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	120.00
1 REDMON'S TOWING	TOWING SERVICES	450.00
1 REDMON'S TOWING	TOWING SERVICES	250.00
		<u>INVOICES TOTAL: 2,460.80</u>

534400-STREET MAINTENANCE MATERIALS

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

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1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	93.10
	<u>INVOICES TOTAL:</u>	<u>93.10</u>

534500-GROUNDS MAINTENANCE MATERIALS

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

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 KENNETH BURRIS	PLUMBING SERVICES	275.00
1 UNIFIRST CORPORATION	MATS	12.38
	<u>INVOICES TOTAL:</u>	<u>287.38</u>

534800-STREET LIGHTS MAINT MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 STEINER ELECTRIC COMPANY	MAINTENANCE SUPPLIES	210.20
	<u>INVOICES TOTAL:</u>	<u>210.20</u>

543800-STORMWATER FACILITIES MAINT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHRISTOPHER B BURKE ENG LTD	M&M-FEMA NORTH AVENUE BASIN	1,187.04
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	610.78
1 EARTH INC	HAULING FEES/STONE PURCHASE	1,266.96
1 NEENAH FOUNDRY COMPANY	ROLL FRAMES/GRATES	3,103.50
1 WELCH BROS INC	MAINTENANCE SUPPLIES	162.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	1,621.34
1 WELCH BROS INC	MAINTENANCE SUPPLIES	180.00
1 WELCH BROS INC	GRAVEL PURCHASE	280.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	1,409.60
1 WELCH BROS INC	GRAVEL PURCHASE	230.56
1 WELCH BROS INC	GRAVEL PURCHASE	114.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	162.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	698.40
1 WELCH BROS INC	MAINTENANCE SUPPLIES	2,267.00
1 WELCH BROS INC	GRAVEL PURCHASE	273.29
	<u>INVOICES TOTAL:</u>	<u>13,566.47</u>

546900-CONTINGENCIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ILLINOIS TOLLWAY	TOLL VIOLATION	42.60
	<u>INVOICES TOTAL:</u>	<u>42.60</u>

2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

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

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**	1 DUPAGE COUNTY TRANSPORTATION	PERMIT APPLICATION FEE	250.00
			INVOICES TOTAL: 250.00

4800-BREWSTER CREEK TIF MUN ACC EXP

523100-ADVERTISING

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 BIG BENUZZI'S INDUSTRIAL GUIDE INC	ADVERTISING	250.00
	1 LAW BULLETIN PUBLISHING CO	ADVERTISING	625.00
			INVOICES TOTAL: 875.00

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

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

522720-PRINTING SERVICES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 SEBIS DIRECT INC	APRIL 2018 BILLING	424.56
			INVOICES TOTAL: 424.56

522800-ANALYTICAL TESTING

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	525.00
			INVOICES TOTAL: 525.00

524120-UTILITIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 COMMONWEALTH EDISON CO	ELECTRIC BILL	99.55
	1 COMMONWEALTH EDISON CO	ELECTRIC BILL	82.59
			INVOICES TOTAL: 182.14

527120-SVCS TO MAINT MAINS/STORM LINE

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK DETECTION & LOCATION SURVEY	8,870.40
	1 EARTH INC	HAULING FEES/STONE PURCHASE	1,266.97
	1 WELCH BROS INC	GRAVEL PURCHASE	280.00
	1 WELCH BROS INC	GRAVEL PURCHASE	230.56
	1 WELCH BROS INC	GRAVEL PURCHASE	114.00
	1 WELCH BROS INC	GRAVEL PURCHASE	273.30
			INVOICES TOTAL: 11,035.23

530100-MATERIALS & SUPPLIES

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

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1 CORE & MAIN LP	FIRE HYDRANT MATERIALS	1,847.64
1 CORE & MAIN LP	FIRE HYDRANT MATERIALS	1,452.78
	INVOICES TOTAL:	3,300.42

532000-AUTOMOTIVE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WEX BANK	FUEL PURCHASES	1,010.18
	INVOICES TOTAL:	1,010.18

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	PAPER TOWELS/COFFEE/SUPPLIES	414.38
1 WAREHOUSE DIRECT	CLEANING SUPPLIES	28.64
	INVOICES TOTAL:	443.02

532300-POSTAGE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 SEBIS DIRECT INC	APRIL BILLS POSTAGE	1,685.65
	INVOICES TOTAL:	1,685.65

534500-GROUNDS MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 MIDWEST TRADING SUPPLIES INC	LANDSCAPE MATERIALS	328.90
	INVOICES TOTAL:	328.90

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 UNIFIRST CORPORATION	MATS	12.38
	INVOICES TOTAL:	12.38

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ALEX WILGENBUSCH	REFUND/WATER BILL OVERPAYMENT	52.90
	INVOICES TOTAL:	52.90

5090-WATER CAPITAL PROJECTS EXP

581035-WATER SYSTEM MODELING

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHRISTOPHER B BURKE ENG LTD	WATER SYSTEM MODELING/PLAN	276.00
1 CHRISTOPHER B BURKE ENG LTD	LAKE STREET PUMP STATION UPGRADE	7,051.00
1 CHRISTOPHER B BURKE ENG LTD	WATER SYSTEM MODELING/PLAN	28,317.00
	INVOICES TOTAL:	35,644.00

** Indicates pre-issue check.

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581038-VILLAGE SYSTEM IMPROVMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	DWC RECEIVING STATION FACILITY	14,961.50
** 1 FOREST PRESERVE DISTRICT	EASEMENT FEE	2,237.99
INVOICES TOTAL:		17,199.49

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

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

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	APRIL 2018 BILLING	424.56
INVOICES TOTAL:		424.56

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	200.00
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	295.50
INVOICES TOTAL:		495.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	75.85
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	108.05
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	214.90
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	95.17
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	140.58
1 NICOR GAS	GAS BILL	48.54
INVOICES TOTAL:		683.09

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	4,452.75
INVOICES TOTAL:		4,452.75

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	HAULING FEES/STONE PURCHASE	1,266.97
1 NEENAH FOUNDRY COMPANY	CREDIT - SALES TAX	-73.24
1 WELCH BROS INC	GRAVEL PURCHASE	280.00
1 WELCH BROS INC	GRAVEL PURCHASE	230.56
1 WELCH BROS INC	GRAVEL PURCHASE	114.00

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1 WELCH BROS INC	GRAVEL PURCHASE	273.30
	INVOICES TOTAL:	2,091.59

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	169.91
1 ULINE	DOORKNOB BAGS	127.82
1 WAREHOUSE DIRECT	BATTERY	215.70
	INVOICES TOTAL:	513.43

530110-UNIFORMS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CUTLER WORKWEAR	UNIFORMS	312.02
	INVOICES TOTAL:	312.02

530160-SAFETY EQUIPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FULLIFE SAFETY CENTER	SAFETY GEAR/SUPPLIES	481.72
	INVOICES TOTAL:	481.72

532000-AUTOMOTIVE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WEX BANK	FUEL PURCHASES	1,403.16
	INVOICES TOTAL:	1,403.16

532300-POSTAGE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 SEBIS DIRECT INC	APRIL BILLS POSTAGE	1,685.65
	INVOICES TOTAL:	1,685.65

534300-EQUIPMENT MAINTENANCE MATLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COLUMBIA PIPE & SUPPLY CO	MAINTENANCE SUPPLIES	171.82
1 LEGEND ELECTRICAL SALES INC	MAINTENANCE SUPPLIES	307.02
1 LIONHEART CRITICAL POWER	EQUIPMENT REPAIRS	810.19
1 SUNSHINE FILTERS OF PINELLAS INC	MAINTENANCE SUPPLIES	1,568.62
1 TRI-R SYSTEMS INC	PUMP REPAIRS	4,065.00
	INVOICES TOTAL:	6,922.65

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 UNIFIRST CORPORATION	MATS	12.39
	INVOICES TOTAL:	12.39

5200-PARKING OPERATING EXPENSES

** Indicates pre-issue check.

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522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY BILLING	46.83
1 UNIFIRST CORPORATION	MATS	14.10
1 UNIFIRST CORPORATION	MATS	14.10
1 UNIFIRST CORPORATION	MATS	14.10
INVOICES TOTAL:		89.13

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	124.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	90.17
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	82.21
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	42.15
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	195.02
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	360.78
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	11.95
INVOICES TOTAL:		907.18

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOMATED PARKING TECHNOLOGIES LLC	PAY STATION MAINTENANCE	310.50
INVOICES TOTAL:		310.50

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	98.76
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR INSPECTION	41.00
1 TOM NEWMAN INC	SIMULATOR AGREEMENT	9,000.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY BILLING	349.78
INVOICES TOTAL:		9,489.54

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH BURRIS	PLUMBING SERVICES	700.00
1 KENNETH BURRIS	PLUMBING SERVICES	250.00
1 KENNETH BURRIS	PLUMBING SERVICES	790.00
1 CINTAS FIRE PROTECTION	FIRE SPRINKLER REPAIRS	1,050.00
INVOICES TOTAL:		2,790.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	520.59
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	25.85
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	888.33

** Indicates pre-issue check.

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1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	9.96
		INVOICES TOTAL: 1,444.73

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	118.54
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	50.14
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	159.39
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	410.93
1 VALLEY HYDRAULIC SERVICE INC	GOLF CART MAINTENANCE SUPPLIES	149.38
		INVOICES TOTAL: 888.38

534331-PURCHASES - GOLF SHOES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF SHOES/GLOVES/MERCHANDISE	751.82
1 ACUSHNET COMPANY	GOLF SHOES	56.25
		INVOICES TOTAL: 808.07

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	119.72
1 ACUSHNET COMPANY	GOLF BALLS	119.72
1 WILSON SPORTING GOODS	GOLF BALLS	161.92
1 WILSON SPORTING GOODS	GOLF BALLS	80.59
		INVOICES TOTAL: 481.95

534333-PURCHASES - GOLF CLUBS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIZUNO USA INC - NDC	GOLF CLUBS	515.51
		INVOICES TOTAL: 515.51

534334-PURCHASES - GOLF GLOVES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF GLOVES	640.50
1 ACUSHNET COMPANY	GOLF SHOES/GLOVES/MERCHANDISE	905.00
1 ZERO FRICTION LLC	GOLF GLOVES	353.12
		INVOICES TOTAL: 1,898.62

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF SHOES/GLOVES/MERCHANDISE	168.00
		INVOICES TOTAL: 168.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNITED STATES GOLF ASSOC	ANNUAL DUES	110.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 110.00

5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	173.54
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	8.62
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	296.12
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	3.32
<u>INVOICES TOTAL:</u>		<u>481.60</u>

526000-VEHICLE MAINTENANCE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BURRIS EQUIPMENT CO	VEHICLE MAINTENANCE	465.94
<u>INVOICES TOTAL:</u>		<u>465.94</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MID-TOWN AQUISITION LLC	AUTOMOTIVE SUPPLIES	248.47
<u>INVOICES TOTAL:</u>		<u>248.47</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 O'REILLY AUTOMOTIVE INC	EQUIPMENT MAINTENANCE SUPPLIES	516.94
<u>INVOICES TOTAL:</u>		<u>516.94</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN KEY & LOCK CO INC	DOOR LOCK REPAIRS	285.50
<u>INVOICES TOTAL:</u>		<u>285.50</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST ASSOC OF GOLF COURSE	MONTHLY MEETING REGISTRATION	120.00
<u>INVOICES TOTAL:</u>		<u>120.00</u>

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	50.00
1 DARLING INGREDIENTS INC	SERVICE AGREEMENT	70.00
<u>INVOICES TOTAL:</u>		<u>120.00</u>

** Indicates pre-issue check.

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524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	96.00
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	4.31
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	148.06
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1.66
INVOICES TOTAL:		250.03

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD SERVICE SUPPLIES	28.99
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	42.22
1 GRECO AND SONS INC	FOOD SERVICE SUPPLIES	27.49
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	15.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	66.66
INVOICES TOTAL:		180.36

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 EUCLID BEVERAGE LLC	BEER PURCHASE	198.40
** 1 EUCLID BEVERAGE LLC	BEER PURCHASE	418.05
1 EUCLID BEVERAGE LLC	BEER PURCHASE	123.10
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	200.11
1 GRECO AND SONS INC	FOOD PURCHASE	143.37
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	61.48
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	31.78
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	31.64
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	75.50
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	200.19
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	343.10
INVOICES TOTAL:		1,826.72

5570-GOLF BANQUET EXPENSES

511200-TEMPORARY SALARIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SURESTAFF INC	TEMPORARY STAFFING	92.75
INVOICES TOTAL:		92.75

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SERVICE	17.00
1 ALSCO	LINEN SERVICES	88.05
1 ALSCO	LINEN SERVICES	45.00
1 ALSCO	LINEN SERVICES	431.31
1 DARLING INGREDIENTS INC	SERVICE AGREEMENT	70.00
1 MLA WHOLESALE INC	FLOWERS	62.55

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 713.91

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	96.00
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	4.30
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	148.06
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1.66
<u>INVOICES TOTAL:</u>		<u>250.02</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	102.47
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	15.00
1 MLA WHOLESALE INC	FLOWERS	34.95
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	27.32
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	66.67
<u>INVOICES TOTAL:</u>		<u>246.41</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 EUCLID BEVERAGE LLC	BEER BARREL DEPOSIT	30.00
** 1 EUCLID BEVERAGE LLC	CREDIT - RETURNED EMPTIES	-90.00
** 1 EUCLID BEVERAGE LLC	BEER PURCHASE	150.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	19.10
1 GRECO AND SONS INC	FOOD PURCHASE	271.89
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	520.50
1 GRECO AND SONS INC	FOOD PURCHASE	291.76
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	209.60
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	35.10
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	31.78
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	31.64
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	54.00
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	75.50
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	529.41
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	1,401.39
<u>INVOICES TOTAL:</u>		<u>3,561.67</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEBRA PAULL	BASSETT CERTIFICATION	14.75
<u>INVOICES TOTAL:</u>		<u>14.75</u>

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

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

VILLAGE OF BARTLETT
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1 GRECO AND SONS INC	FOOD SERVICE SUPPLIES	27.49
<u>INVOICES TOTAL:</u>		<u>27.49</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CIGAR WERKS INC	CIGAR PURCHASE	693.42
** 1 EUCLID BEVERAGE LLC	CREDIT - OVERPAYMENT	-18.86
1 EUCLID BEVERAGE LLC	BEER PURCHASE	663.20
1 GORDON FOOD SERVICE INC	CREDIT ON ACCOUNT	-50.41
1 GORDON FOOD SERVICE INC	CREDIT ON ACCOUNT	-60.90
1 GORDON FOOD SERVICE INC	CREDIT ON ACCOUNT	-70.45
1 GORDON FOOD SERVICE INC	CREDIT ON ACCOUNT	-73.35
1 GORDON FOOD SERVICE INC	CREDIT ON ACCOUNT	-19.22
1 GORDON FOOD SERVICE INC	CREDIT ON ACCOUNT	-19.26
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	310.75
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	97.80
1 GRECO AND SONS INC	FOOD PURCHASE	25.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	93.75
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	102.90
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	61.82
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	30.25
<u>INVOICES TOTAL:</u>		<u>1,766.44</u>

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY BILLING	326.72
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY BILLING	255.00
<u>INVOICES TOTAL:</u>		<u>581.72</u>

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NETSUPPORT INCORPORATED	ANNUAL MAINTENANCE PLAN RENEWAL	68.00
<u>INVOICES TOTAL:</u>		<u>68.00</u>

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CREEKSIDE PRINTING	APRIL/MAY BARTLETTER	3,677.00
<u>INVOICES TOTAL:</u>		<u>3,677.00</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRYSTAL MGMT & MAINT SERVICES CORP	CLEANING SERVICES - APRIL 2018	2,705.00
** 1 KINNEY HEATING & AIR	FURNACE REPAIRS	4,000.00
** 1 KINNEY HEATING & AIR	FURNACE REPAIRS	700.00
1 UNIFIRST CORPORATION	MATS	46.30

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1 UNIFIRST CORPORATION	MATS	46.30
1 UNIFIRST CORPORATION	MATS	46.30
		INVOICES TOTAL:
		7,543.90

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALL ONE	TELEPHONE BILL	261.44
1 COMCAST	TELEPHONE BILL	4,030.53
		INVOICES TOTAL:
		4,291.97

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	606.08
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	50.81
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	6.50
1 NICOR GAS	GAS BILL	2,913.69
		INVOICES TOTAL:
		3,577.08

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	78.50
** 1 DOGFATHER HOT DOGS	RETIREMENT LUNCHEON	657.00
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	266.88
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	43.44
1 GRIMCO INC	SIGN SUPPLIES	100.99
1 NEW ALBERTSONS INC	FOOD PURCHASE/SUPPLIES	306.06
1 WAREHOUSE DIRECT	PAPER/ZIPLOC BAGS/BATH TISSUE	444.49
		INVOICES TOTAL:
		1,897.36

GRAND TOTAL: 278,428.65

GENERAL FUND	131,517.82
MOTOR FUEL TAX FUND	250.00
BREWSTER CREEK TIF MUN ACCT	875.00
WATER FUND	72,721.77
SEWER FUND	20,356.42
PARKING FUND	1,306.81
GOLF FUND	29,763.80
CENTRAL SERVICES FUND	21,637.03
GRAND TOTAL	278,428.65

** Indicates pre-issue check.

**PROCLAMATION
NATIONAL POLICE WEEK
MAY 13-19, 2018**

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the members of the Bartlett Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Bartlett; and

WHEREAS, it is important that all citizens know and understand the duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the Bartlett Police Department has grown to be a modern, scientific, and nationally accredited law enforcement agency which unceasingly provides a vital public service;

Now, therefore, I, Kevin Wallace, Village President, call upon all citizens of Bartlett and upon all patriotic, civil and educational organizations to observe the week of May 13 through 19, as Police Week with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of Bartlett to observe Tuesday, May 15th, as Peace Officers Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

Dated the 1st day of May, 2018.



Kevin Wallace, Village President

**VILLAGE OF BARTLETT PROCLAMATION
RECOGNIZING MAY 2018 AS BIKE MONTH**

WHEREAS, for more than a century, the bicycle has been an important part of the lives of most Americans; and

WHEREAS, today, millions of Americans engage in bicycling because it is a viable and environmentally sound form of transportation, an excellent form of fitness and provides quality family recreation; and

WHEREAS, the Village of Bartlett's Bike and Run Advisory Committee promotes safe bike and pedestrian activities on the Village's bike path system; and

WHEREAS, Ride Illinois is educating cyclists and motorists as to the proper and safe operation of bicycles at www.bikesafetyquiz.com; and

WHEREAS, The Village of Bartlett, the Bartlett Park District and the DuPage County Forest Preserve and independent cyclists throughout our Village are promoting greater public awareness of bicycle operations and safety education in an effort to reduce accidents, injuries and fatalities for all.

NOW, THEREFORE, I, Kevin Wallace, Village President of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, do hereby proudly proclaim the month of May, 2018 as Bike Month in Bartlett.

Dated this 1st day of May, 2018



Kevin Wallace, Village President

ECONOMIC DEVELOPMENT MEMORANDUM

DATE: April 20, 2018
TO: Paula Schumacher, Village Administrator
FROM: Tony Fradin, Economic Development Coordinator 
RE: Bartlett Economic Development Assistance (BEDA) Program

BACKGROUND:

A majority of the eleven short-term complex elements of the Village's Strategic Plan are related to improving the Village's economic development. Four of the items include developing a business recruitment strategy to attract developers to invest in the downtown area and provide options for businesses to locate in Bartlett; to develop strategies for development of Railroad Avenue vacancies; working to improve the retail business profile in the Village; and revisit, refine and execute the Village's overall economic development incentives.

To help the Village succeed in implementing this plan and in an effort to create a formal economic development incentive program, Staff has requested and received \$150,000 in funding from the Village Board for a new line item titled "Economic Incentives."

These funds are to be used to better compete for investment with neighboring communities and to achieve the primary economic development goals of attracting private investment, creating jobs and bringing underutilized or unutilized properties into productive economic use.

BEDA PROGRAM:

Staff has created the proposed Bartlett Economic Development Assistance (BEDA) Program with the intention of fulfilling those goals.

These funds may also be used for interior build-out costs, for example the installation of hood and ductwork to convert a former office space into a restaurant or new floors, doors, windows and/or signs or awnings to convert a space into a store.

The program as formulated will not limit recipients to sales tax-generating uses only, but stipulates a preference for those types of businesses.

These funds will be made available on a competitive, first-come, first-served basis. Staff will make it known through the Village's communication channels including social media channels, the Village cable channel, email news blasts, the Chamber of Commerce and at area trade shows that these funds are being made available.

The funds will not be made available for new business investment in the Brewster Creek Business Park or the Blue Heron Business Park, as both of those areas are supported by Tax Increment Financing (TIF) districts and any economic incentives granted by the Village would be comprised of funds from those respective redevelopment area's funds.

Bartlett's economic development team is excited about the creation of this new program and will thoroughly review any and all requests as well as bring them before the Economic Development Commission for its review and recommendations.

Staff presented the BEDA program to the Economic Development Commission at its April 9th meeting, at which time the EDC recommended in favor of adopting it provided that staff apply consistent measurement criteria while judging the worth of projects and incentives including jobs created, capital investment and retail sales.

MOTION: I move to approve the Bartlett Economic Development Assistance (BEDA) Program in an effort to enhance the Village's ability to offer incentives to assist new business investment and defray the costs of construction, relocation or rehabilitation for new and existing businesses.



Bartlett Economic Development Assistance Program

The Village of Bartlett is announcing business assistance grants ranging from \$5,000 to \$50,000 depending on the scope of the business project. The purpose of the program is to encourage businesses to invest in their building and promote revitalization of the Village's commercial development.

This pilot program is being offered on a competitive basis and is first-come, first-served until funds are depleted or the program is terminated. Priority will be given to business projects that enhance the Village's overall business climate per specific criteria.

Assistance

The business assistance grant program will provide a matching grant (50% of total project cost will be paid by the Village of Bartlett) up to \$50,000 for sales tax producing uses including retail establishments and restaurants. Grants will be distributed on a reimbursement basis once projects are substantially completed.

Building owners or lessees (who produce written consent from the building owner for all proposed improvements) are eligible to apply. The program applies Village-wide, with the exception of properties that are located within Tax Increment Financing (TIF) districts.

The amounts of incentives granted will vary based upon the improvements made and each application will be reviewed on a case-by-case basis. All improvements must conform to the Village's regulations including, but not limited to, the Zoning Ordinance and Building Codes. Bartlett's municipal code is available online at www.sterlingcodifiers.com.

Individual properties will be eligible for grants regardless of who the current tenant may be once every three Fiscal Years. The Village of Bartlett's Fiscal Year runs from May 1st of every year through the following April 30th.

Targeted Businesses

Priority will be given to those **generating sales tax** for the Village as defined by those offering merchandise or services to the public, the sale or providing of which is subject to sales tax ("Retail sales"), and from which the revenue derived constitutes the majority of the revenue of the business. Example of eligible businesses include, but not limited to, retail stores, restaurants, grocery or specialty food stores.

Priority will additionally be given to projects that will create new job opportunities as a result of the project.

Only businesses located in commercially-zoned areas are eligible to participate in this program. Existing businesses wishing to expand and/or upgrade are also eligible to participate.

Eligible Project Costs Include:

- Façade Renovations
- Interior Build-Outs and/or Rehabilitation
- Windows and Doors
- Signs or Awnings
- Outdoor Dining Areas
- Code-Required Landscaping Improvements
- ADA Compliance
- Improvements in Energy Efficiency
- Lighting
- Code-Compliance Related Items

Approval Process for Successful Grant Applications

- 1) Schedule a pre-application meeting with Bartlett's Economic Development Team. Contact Tony Fradin at (630) 540-5937 or tfradin@vbartlett.org.
- 2) Submit a complete application.
- 3) Staff will review application and present it to the Village's Economic Development Commission, who will review the application and make a recommendation to the Village Board.
- 4) Village Board approval or denial.
- 5) Following approval of grants, all applicable permits and licenses must be obtained per the Village Code. All work must begin within six months of awarding of grant.
- 6) Grant recipients shall provide a request for reimbursement and required documentation for work completed. Once work is completed in accordance with submitted plans, the Village will reimburse the approved funds.

Criteria that Will Be Considered on Applications

- 1) The amount of private investment in the project and the ratio of private investment to the rebate.
- 2) Jobs that are anticipated to be created or retained as a result of the new business or expansion.
- 3) The type of use, with priority given to sales tax generating businesses.
- 4) The amount that the project demonstrates a significant improvement over the existing situation including the reoccupation of vacant buildings or spaces within commercial buildings.
- 5) The extent to which the project will improve the aesthetics of the property.
- 6) That the project will enhance Bartlett's appeal to new businesses and visitors and add value to the Village.
- 7) The Village of Bartlett supports local businesses and contractors and encourages applicants to purchase materials and services locally. Consideration will be given to the extent to which materials are purchased and local contractors are engaged in the project or provided an opportunity to compete for participation in the project.
- 8) If the project will fulfill any goals of the Village's Strategic Plan.
- 9) The number of similar business uses within the Village.



Village of Bartlett

Economic Development Assistance Application

Applicant Information

Applicant(s) Name(s): _____

Applicant's Address: _____

E-Mail Address: _____

Primary Contact Person for Project: _____

Cell Phone Number and/or Home Number: _____

Applicant is or will be (check all that apply) _____ Tenant _____ Property Owner

Number of Years in Business: _____ Number of Years in Bartlett: _____

Contact Name and Information for Applicant's Agent or Architect (if any):

(Note: if applicant is a tenant, attach a letter from the property owner granting permission for project)

Property Information

Project Property Location/Address: _____

This Property is (check all that apply): Retail ___ Restaurant ___ Office ___

Other ___ (explain)

Number of Businesses on Site: ___

Names of Other Businesses on Site: _____

Size of Building (dimensions or total square feet) _____

Number of stories in building: _____ Number of parking spaces on property: _____

Last Real Estate Taxes Paid: _____

Property Tax Index Number(s) (PIN): _____

County: Cook _____ DuPage _____ Kane _____

Project Information

Total Anticipated Project Cost: \$ _____ Amount Requested from Village: \$ _____

Project Scope: Describe and identify **all** of the exterior and/or interior improvements proposed for this Property (*Use additional paper if necessary to fully describe proposed project and proposed improvements*)

If approved, estimated project completion date: _____

Required Application Items to Attach

- Receipts
- Copies of both sides of cancelled checks, credit card statements or bank accounts from which materials were purchased and contractors paid
- Waivers of Lien



Application Statement

(Read and Sign Below)

I hereby make application to participate in the Bartlett Economic Development Assistance (BEDA) program. In making this application I understand that the purpose of BEDA is to help encourage and leverage private investment in the Village's business community and help my business bring an underperforming property into more productive use.

I understand that prior to commencing any work, the Village must first approve both my participation and proposed scope of work for the project. Applicants must meet with Economic Development staff prior to paying for improvements in order to review how much, if any, the Village may reimburse for the project.

I understand that all improvements made through the help of BEDA must be in accordance with all Village plans and codes. Moreover, as a condition of approval, I understand the Village may require changes to the scope of work I am proposing. I further understand that any work started or completed prior to approval of the project and my participation in the BEDA program is not eligible for reimbursement.

In making this application, I understand that the BEDA program is competitive, funds are limited and selection for participation is at the sole discretion of the Village of Bartlett. I understand that the Village will review my application and at the Village's discretion may reject or approve my participation in the program. I recognize that a project that enhances the Village's business climate by returning an underutilized property into economic productivity, increases local employment opportunities and includes a larger percentage of private investment than public stands a greater chance of being funded by the Village.

I also understand that if selected for this program, the Village will establish a maximum grant award for the project and this may be at a lower amount than requested or less than half of the anticipated cost of the project. I further understand that BEDA operates as a rebate program and, therefore, if selected for participation, Village funds will be disbursed to me at the conclusion of the work, after submittals by me of copies of all bills and satisfactory evidence of their payment, either by lien waivers or bills stamped "Paid" by all contractors. I understand that the actual rebate amount will be calculated at 50% of the documented actual costs by me for eligible expenses to complete the agreed upon improvements, up to the maximum grant amount awarded by the Village for the project.

By signing this application, I hereby acknowledge that I have read the above statement and understand these important features about the BEDA Program.

Applicant Signature

Date

Return this completed application with attachments to:

Tony Fradin, Economic Development Coordinator
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

Minutes

Village of Bartlett Economic Development Commission April 9th, 2018

1) Call to Order

G. Kubaszko called the meeting to order at 7:02 pm

2) Roll Call

Present: G. Kubaszko, C. Green, R. Perri, T. Smodilla, N. Gudenkauf, J. LaPorte, S. Gandsey

Absent: D. Gunsteen

Also Present: T. Fradin, Economic Development Coordinator,
S. Skrycki, Assistant Village Administrator
J. Dienberg, Administrative Intern

3) Approval of Minutes

A motion was made to approve the minutes of the March 12, 2018 meeting.

Motioned by: R. Perri

Seconded by: J. LaPorte

T. Smodilla Abstained

Motioned carried.

4) Bartlett Economic Development Assistance Program

T. Fradin introduced a draft of the new Bartlett Economic Development Assistance (BEDA) Program to the commissioners.

In an effort to create a formal economic development incentive program to better compete for investment with neighboring communities and to achieve the primary economic development goals of attracting private investment, creating jobs and bringing underutilized or unutilized properties into productive economic use, Staff has requested and received \$150,000 in funding from the Village Board for a new line item titled "Economic Incentives."

Staff has created the proposed BEDA Program with the intention of fulfilling those goals. Although there remains a concentration of vacant and underutilized properties primarily in the Downtown Business District, this program will be made available Village-wide.

Unlike the former Downtown TIF Rebate program, these funds may also be used for interior build-out costs, for example the installation of hood and ductwork to convert a former office space into a restaurant or new floors, doors, windows and/or signs or awnings to convert a space into a store.

The program as formulated will not limit recipients to sales-tax generating uses only, but stipulates a preference for those types of businesses.

As a pilot project, these funds will be released upon the approval of the Fiscal Year 2018-2019 budget next month and will be made available on a competitive, first-come, first-served basis. Staff will make it known through the Village's communication channels including social media channels, the Village cable channel, email news blasts and at area trade shows that these funds are being made available.

It is the Village's hope that these funds highly leverage private investment in vacant or underutilized properties including, but not limited to, the former Platform 18 location, the former Fresh Market space or construction projects on the Route 59 corridor.

The funds will not be made available for new business investment in the Brewster Creek Business Park or the Blue Heron Business Park, as both of those areas are Tax Increment Financing (TIF) districts and any economic incentives granted by the Village would be comprised of funds from those respective redevelopment area's funds.

T. Fradin expressed his excitement about the creation of this new program, and stated that he would thoroughly review any and all requests as well as bring them before the EDC for review and recommendation.

T. Fradin opened the floor up for discussion and also requested the EDC's recommendation to move this program to the Village Board for approval at its May 1st Meeting.

C. Green asked about the review process for the program, and for Tony to elaborate on the Pre-Application meeting.

T. Fradin clarified the process, as outlined on the second page of the program application included in the packet. He added that the pre-application meeting is designed to be first point of contact with the business, to gauge the project and answer any questions the business may have before they embark on the program.

C. Green asked how staff came to the figure of \$150,000.

T. Fradin stated that it was a good starting point for a pilot program that wasn't too much to ask for, but enough to ensure that it could have an impact.

S. Skrycki added that the funds were provided through the annual Video Gaming revenues.

T. Smodilla asked a series of questions about the BEDA program, including if priority would also be given to Video Gaming establishments in addition to the sales tax preference, if there was any way the application could use metrics to make a more objective application, and if buildouts would be instructed to conform to the overall look and feel with surrounding areas, using the Town Center as an example.

S. Skrycki expressed a belief that the Village Board would not give preference to Video Gaming Parlors in this program.

T. Fradin added that some businesses may receive an incentive that have video gaming, but not if it's their main focus of the business. He added that the primary focus will be sales tax generation.

T. Smodilla expressed that it is important for the Village to show the metrics behind how funds are being allocated and how staff is weighing the businesses overall value to the community, giving smaller businesses a fair shot.

T. Fradin added that small shops would not be excluded from this program, and that they will be clear and upfront with every business, adding that the metrics would come into play more so if the funds were being depleted and it was two very similar applicants. He added that while the metrics are important, staff will be looking at the business's overall value to the community and will use all factors. In terms of conformity, it was added that the TOD plan has specific requirements on Façade, but that there are no formal requirements other than bringing the buildings up to code.

S. Gandsey asked if there will be a priority deadline for the fiscal year, and how long the process will take.

T. Fradin responded that it will be first-come first-served, hoping that it will generate interest and add a sense of urgency with the businesses. He also added that once the program is approved, staff and commissioners will advertise the program through social media, the village newsletter, and the village website.

S. Skrycki added that staff will not sit on applications, and move quickly on an application to bring the businesses to the village as quickly and efficiently as possible.

S. Gandsey asked staff if anything was being done to optimize the digital component of the marketing of the program, by optimizing key words in search engines, and create a specific landing page for the program/application on the website, etc.

T. Fradin agreed.

T. Smodilla added that she agrees with creating a sense of urgency, but added that she believes that the process may be too arduous, and asked how much total time will take to get through the application process.

T. Fradin responded that he would combine some of the steps, bringing it down to six rather than eight. He added that this process will be streamlined, and could be done as quickly as one month.

J. LaPorte asked if there would be bounce back from existing business owners.

T. Fradin responded that they may, adding that they are eligible. They will not be able to be reimbursed for prior projects before the program existed, but if they want to make improvements, they are more than eligible.

T. Smodilla asked if there would be a query on existing businesses, to ensure their financial health and stability.

T. Fradin responded that they will not, and that it is a risk, but that staff declined to add that. He did add that part of the process is that the business has to fund part of it, being a financial test of its own.

J. Laporte asked if there is anything at all the Village can do to incentivize businesses without this program.

T. Fradin added that there is not.

R. Perri clarified that the Village would have to approve the improvements to the business and that those improvements had to be up to Village code.

T. Fradin said that that is correct.

T. Smodilla made a motion to make a recommendation to the Village Board to approve the Bartlett Economic Development Assistance Program with the proviso that the previous recommendations to the program be added.

Seconded by: S. Gandsey

Motion Carried

5) New Business/Public Comment

T. Fradin cited that the TOD plan identifies Site E, a 1.8 acre parcel of land, east of the Town Center Development, for future development. After going through the RFP process, one developer submitted an eligible bid to buy the property \$662,500. Staff recently presented the bid to build apartments to the Village Committee of the Whole and will be bringing it to the board for a final vote.

R. Perri asked if the parking was worked out.

T. Fradin said it was, and that there are 71 spaces.

R. Perri informed the commissioners that Westgate Commons has just finished a long-term lease to bring in a well-known local dermatologist to the Village. He followed up to ask if this business would be potentially be eligible for the proposed BEDA program.

T. Fradin applauded Commissioner Perri's work to bring the business in, and added that this brings the vacancy rate down to 6%. He added that while that the new tenant could apply, but that it is not a sales tax generating business and will not receive preference.

6) Adjournment

A motion was made to adjourn the meeting.

Motioned by: T. Smodilla

Seconded by: S. Gandsey

Motion Carried. The Meeting Adjourned at 8:14 PM



Agenda Item Executive Summary

Item Name Annual Appointments of Village Officers by the
Village President with the Advice and Consent of the Board Committee
or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Per the amendments made to Title 1, Chapter 8, of the Bartlett Municipal Code dealing with Village Officers and Employees that was approved last year, annual appointments of Village Officers by the Village President with the advice and consent of the Board are done on an annual basis.

ATTACHMENTS (PLEASE LIST)

Memo

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION

1. I move to Consent to the Appointment of each of the Officers as made by the Village President.
2. I move to Designate James Plonczynski as Zoning Administrator.

Staff: Lorna Giles, Village Clerk

Date: 04/23/18

Village of Bartlett

Administration Department Memo

DATE: April 23, 2018
TO: Paula Schumacher, Village Administrator
FROM: Lorna Giless
SUBJECT: Appointments of Village Officers

1. Per the amendments made to Title 1, Chapter 8, of the Bartlett Municipal Code dealing with Village Officers and Employees that was approved last year, below are the annual appointments of Village Officers by the Village President with the advice and consent of the Board:

- a. Village Administrator, Paula Schumacher
- b. Village Attorney, Bryan Mraz
- c. Village Treasurer, Todd Dowden
- d. Village Budget Officer, Todd Dowden
- e. Director of Public Works, Daniel Dinges
- f. Director of Building Department, Brian Goralski
- g. Electrical Inspector, William Dettmer
- h. Plumbing Inspector, Dewayne Burris
- i. Chief of Police, Patrick Ullrich
- j. Village Engineer, Robert Allen
- k. Administrative Hearing Officer, Thomas Bastian
- l. Open Meetings Act Officer, Paula Schumacher
- m. Freedom of Information Act Officers, James Plonczynski, Paula Schumacher (in his absence)

2. The Bartlett Zoning Ordinance does not expressly create the office of Zoning Administrator, but states that the Board designates them.

- a. Board of Trustees of Zoning Administrator, James Plonczynski

MOTION

1. I move to Consent to the Appointment of each of the Officers as made by the Village President
2. I move to Designate James Plonczynski as Zoning Administrator

Village of Bartlett
Finance Department Memo
2018-13

DATE: April 23, 2018

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: Professional Services Agreement Bryan E. Mraz and Associates (Village Attorney)

Attached is the proposed professional services agreement for fiscal year 2018/19 for Bryan E. Mraz and Associates (Village Attorney). There are no increases in hourly rates charged. The terms of the agreement are the same as those approved in the past.

MOTION: I move to approve Resolution 2018-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and Bryan E. Mraz & Associates, P.C.

RESOLUTION 2018 - _____

**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, 2018, 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: May 1, 2018

APPROVED: May 1, 2018

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2018 - _____ enacted on May 1, 2018, and approved on May 1, 2018, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

PROFESSIONAL SERVICE AGREEMENT

Made and entered at Bartlett, Illinois, as of May 1, 2018, 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:	235.00	170.00
\$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.		

The Firm shall also be reimbursed for directly related expenses (the "Additional Expenses") such as travel (\$0.29 per mile for automobile), 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, 2018, and shall continue through April 30, 2019, 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 Gilles, Village Clerk

BRYAN E. MRAZ & ASSOCIATES, P.C.

By: 
Bryan E. Mraz



Agenda Item Executive Summary

Item Name Professional Services Agreement Law Offices of Committee
Robert J. Krupp, P.C. or Board Board

BUDGET IMPACT

Amount:	\$44,400	Budgeted	\$44,400
List what fund	General Fund		

EXECUTIVE SUMMARY

Professional Service agreement for Robert Krupp.

ATTACHMENTS (PLEASE LIST)

Finance Department Memo
Resolution
Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution 2018-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.

Staff: Todd Dowden, Finance Director

Date: April 23, 2018

Village of Bartlett
Finance Department Memo
2018-14

DATE: April 23, 2018

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: Professional Services Agreement with the Law Offices of Robert J. Krupp, P.C.

Attached is the proposed professional services agreement for fiscal year 2018/19 for Robert J. Krupp (Village Prosecutor). There is 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.

MOTION: I move to approve Resolution 2018-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.

RESOLUTION 2018- -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, 2018 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: May 1, 2018

APPROVED: May 1, 2018

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2018- -R enacted on May 1, 2018, and approved on May 1, 2018, 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, 2018, 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, 2018, and shall continue through April 30, 2019, 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(ices) 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

Village of Bartlett
Finance Department Memo
2018-15

DATE: April 23, 2018

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: Professional Services Agreement with the Law Firm of Storino, Ramello & Durkin

Attached is the proposed professional services agreement for fiscal year 2018/19 for Thomas M. Bastian, Storino, Ramello & Durkin (Administrative Hearing Officer). Mr. Bastian acts as the Village's Administrative Hearing Officer and presides at Village Administrative Adjudication Hearings for motor vehicle seizure and impoundments. There is no increase in the hourly rate charged.

MOTION: I move to approve Resolution 2018-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Firm of Storino, Ramello & Durkin.

RESOLUTION 2018- -R

**A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICE
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT
AND THE LAW FIRM OF STORINO, RAMELLO & DURKIN**

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, 2018, between the Law Firm of Storino, Ramello & Durkin 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: May 1, 2018

APPROVED: May 1, 2018

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2018- -R enacted on May 1, 2018, and approved on May 1, 2018, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement made and entered at Bartlett, Illinois this 1st day of May, 2018, by and between the VILLAGE OF BARTLETT, an Illinois municipal corporation, Cook, DuPage and Kane Counties, Illinois (the "Village") and the LAW FIRM OF STORINO, RAMELLO & DURKIN (the "Attorneys" or the "Firm").

WITNESSETH:

WHEREAS, the Village desires to engage the services of STORINO, RAMELLO & DURKIN, and in particular, Attorney THOMAS M. BASTIAN ("Bastian") of the LAW FIRM OF STORINO, RAMELLO & DURKIN, to furnish services as Administrative Hearing Officer to the Village; and

WHEREAS, Bastian and the Firm are willing to furnish said 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**

Bastian and the Firm agree to furnish the following services to the Village in a competent and professional manner:

- a. Bastian and/or the Firm will act as the Village's Administrative Hearing Officer and preside at Village Administrative Adjudication Hearings for motor vehicle seizure and impoundments. In addition to actual time expended presiding at Village Administrative Hearings, travel time from Firm's office located in Rosemont, Illinois to the Village, extraordinary preparation time and preparation

of additional Findings of Fact and Orders will be billed at the following rate of \$150.00 per hour for actual time expended.

b. No allowance will be granted for return travel time after the conclusion of Administrative Hearings.

2. **Changes**

The Village may, from time to time, request changes in the scope of the 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 submit a detailed monthly invoice specifying the time spent by Bastian or other qualified member of the Firm on behalf of the Village during the current monthly billing period.

4. **Billing Disputes**

In the event the Village President or any member or members of the Village Board of Trustees have any questions with respect to the Firm's invoice, the Village may withhold payment and request that Bastian 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 members of the Village Board of Trustees or the Village Administrator may have with respect thereto.

5. **Time of Performance**

The services of the attorneys will begin May 1, 2018, and shall continue through April 30, 2019, 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 thirty (30) days prior to the specified date of such termination. In such event, any and all finished and unfinished documents including, but not limited to Findings of Fact and related Orders, prepared by Bastian or the Firm, 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, Workers' Compensation and Professional Liability Insurance coverage in the following minimum amounts:

<u>Commercial General Liability</u>	
General Aggregate Limit	\$2,000,000.00
Product-Completed Operation	\$2,000,000.00
Each Occurrence Limit	\$ 500,000.00
Medical Expense Limit	\$ 5,000.00
Fire Damage, Any one Fire	\$ 50,000.00
<u>Employers Non-Owned Auto Liability</u>	
Combined Single Limits (each accident)	\$ 500,000.00
<u>Professional Liability</u>	
Each Claim	\$5,000,000.00
Aggregate	\$5,000,000.00

Workers' Compensation

Each Claim	\$ 500,000.00
Aggregate	\$ 500,000.00

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 STORINO, RAMELLO & DURKIN

By: _____
Thomas M. Bastian



Agenda Item Executive Summary

Item Name Live-Fire Shooting House Agreement Committee or Board Board

BUDGET IMPACT			
Amount:	\$0.00	Budgeted	\$0.00
List what fund	N/A		
EXECUTIVE SUMMARY			
<p>Attached is a Resolution approving the live-fire shooting house use agreement between the DuPage County Sheriff and the Village of Bartlett. The live-fire shooting house is owned and operated by DuPage County Sheriff's Office and is located at 1875 Arthur Drive, West Chicago, IL.</p> <p>The purpose of using the live-fire shooting house is to enhance officers' skills while participating in scenarios using their own hand gun and rifle. The officers will be able practice and enhance their building and room clearing skills while being able to engage targets. The live-fire shooting house provides an opportunity for officers to use their own weapon loaded with frangible ammunition shooting into bullet traps. There is no cost for the use of the live fire shooting house.</p>			
ATTACHMENTS (PLEASE LIST)			
<ul style="list-style-type: none">• Memo• Resolution• Agreement• Waiver & Release			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion: I move to approve Resolution 2018-____, A RESOLUTION APPROVING THE LIVE FIRE SHOOTING HOUSE USE AGREEMENT BETWEEN THE DUPAGE COUNTY SHERIFF AND THE VILLAGE OF BARTLETT.**

Staff: Patrick B. Ullrich, Chief of Police Date: 04/18/2018
Charles Snider, Deputy Chief of Operations

POLICE DEPARTMENT MEMORANDUM
18-21

TO: Paula Schumacher, Village Administrator
FROM: Patrick Ullrich, Chief of Police
RE: Live-Fire Shooting House Agreement
DATE: April 18, 2018

The police department is seeking approval to enter into an agreement with the DuPage County Sheriff's Office that would allow our officers to use the Sheriff's "Live-Fire Shooting House" for training at no cost to the Village. The purpose of using the "Live-Fire Shooting House" is to allow officers to enhance their firearms skills and tactics while participating in training scenarios using their own pistol and rifle. Officers will be able to practice and enhance their building and room clearing skills while being able to engage targets utilizing frangible ammunition and shooting into bullet traps.

This request is before you tonight because DuPage County Sheriff's Office requires we enter into a Live-Fire Shooting House Use Agreement prior to allowing our department to use the facility and the agreement includes an indemnification clause. Each individual officer participating in the training will also have to sign an individual waiver and release.

Motion: I move to approve Resolution 2018-____, A RESOLUTION APPROVING THE LIVE FIRE SHOOTING HOUSE USE AGREEMENT BETWEEN THE DUPAGE COUNTY SHERIFF AND THE VILLAGE OF BARTLETT.

RESOLUTION 2018 - _____

**A RESOLUTION APPROVING THE LIVE-FIRE SHOOTING
HOUSE USE AGREEMENT BETWEEN THE DUPAGE COUNTY
SHERIFF AND THE VILLAGE OF BARTLETT**

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

SECTION ONE: The Live-Fire Shooting House Use Agreement between the DuPage County Sheriff 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: The Chief of Police is hereby authorized and directed to sign the Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

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

Lorna Giles, Village Clerk

LIVE-FIRE SHOOTING HOUSE USE AGREEMENT

THIS AGREEMENT (hereinafter "AGREEMENT") is made this 1st day of May, 2018 between the County of DuPage, Illinois, a unit of local government on behalf of the DuPage County Sheriff (hereinafter "SHERIFF"), and the Village of Bartlett, a unit of local government on behalf of the Bartlett Police Department (hereinafter 'AGENCY').

WHEREAS the SHERIFF operates and controls the 'Live-Fire Shooting House', located at 1875 Arthur Drive, West Chicago, Illinois and the AGENCY has a need for the use of said 'Live-Fire Shooting House' under the terms and conditions set forth herein;

THEREFORE, in consideration of the terms and conditions set forth herein, it is hereby agreed by and between the SHERIFF and the AGENCY as follows:

1. The AGENCY agrees that the SHERIFF provides said 'Live-Fire Shooting House' in an "as-is" condition and that no special improvements or preparations shall be implemented to accommodate the AGENCY, its agents, employees, personnel or other staff. The AGENCY further agrees that only its agents, employees, personnel or other staff will be allowed use of said the 'Live-Fire Shooting House' under this AGREEMENT.
2. The AGENCY agrees that use of said firing range will be by advance reservation arrangements only; said advance reservation arrangements to be made through Police Chief Ullrich or his assign, at (630) 837-0846. Types of weapons, ammunition and course of fire will be identified at the time advance reservation arrangements are made. Written confirmation of said advance reservation arrangements, including types of weapons, ammunition and course of fire information, will be provided to the SHERIFF through Police Chief Ullrich or his assign via regular mail and/or electronic mail correspondence.
3. The AGENCY acknowledges and agrees that the SHERIFF has established certain policies for use of said 'Live-Fire Shooting House' and the AGENCY further agrees to abide by said policies as enumerated in 'DuPage County Sheriff's Office GENERAL ORDER : 4-99.2, a copy of which is attached hereto and incorporated as a part of this AGREEMENT.
4. The AGENCY acknowledges and agrees that it will provide a valid and fully executed 'Waiver of Liability' for each of agents, employees, personnel or other staff using the 'Live-Fire Shooting House' pursuant to this AGREEMENT.
5. GENERAL TERMS.
 - a. Indemnification. To the fullest extent permitted by law, the AGENCY shall indemnify, defend and hold harmless the SHERIFF and his employees, volunteers, and agents, and their successors and assigns, the County of DuPage, its governing Board and its members, employees, volunteers, and agents, and their successors and assigns, in their individual and official capacities from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation, reasonable attorneys' fees and

litigation costs, for injuries to persons or for damage, destruction or theft of property arising out of any activity of the AGENCY and each of its agents, employees, personnel or other staff using the 'Live-Fire Shooting House'.

- b. Term and Termination. This AGREEMENT shall commence on its effective date and shall continue in full force and effect until it is terminated. The SHERIFF retains the right to revoke the AGREEMENT for any material breach of this AGREEMENT without notice to the AGENCY. Further, either party may terminate this AGREEMENT at any time by providing the other party at least seven (7) days prior written notice of such termination. In addition, the parties may terminate this AGREEMENT by written mutual consent and agreement.
- c. Relationship of the Parties. Nothing in this AGREEMENT shall be construed to consider any party or its respective employees or agents as the agents or employees of the other party. Nothing contained in or done pursuant to this AGREEMENT shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the SHERIFF and the AGENCY. No party shall become bound, with respect to third parties, by any representation, act or omission of the other party. This AGREEMENT is for the benefit of the contracting parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.
- d. Entire Agreement. This AGREEMENT sets forth all the covenants, conditions and promises between the parties, represents the entire agreement between the parties, and supersedes all previous communications or understandings whether oral or written. This AGREEMENT may not be amended except by means of a written document signed by authorized representatives of both of the parties.
- e. Provisions Severable. In the event any provision of this AGREEMENT or the application of any such provision to any state of facts shall be declared to be illegal, unenforceable or contrary to the public policy, then such provision or application, as the case may be, shall be null and void, but this AGREEMENT, with such provision severed, shall continue in full force and effect as to all other provisions.
- f. No Assignment and Successors. No party may assign any rights or duties under this AGREEMENT without the prior express written consent of the other party. This AGREEMENT shall be binding upon the successors of the parties' respective governing boards.
- g. Compliance with All Laws. The SHERIFF and the AGENCY shall at all times observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local governmental agencies which may in any manner affect the performance of this AGREEMENT.
- h. Governing Law. This AGREEMENT shall be governed by the laws of the State of Illinois.

- i. Counterparts. This AGREEMENT may be executed in counterparts, each of which shall constitute an original, but together shall constitute one and the same AGREEMENT.

- j. Effective Date. This AGREEMENT shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives and will expire on April 30, 2021 unless terminated earlier as provided in Section 5.b. above .

COUNTY OF DUPAGE
SHERIFF'S OFFICE

Village of Bartlett

By: _____

By: Kevin Wallace
Village President

By: _____
DuPage County Sheriff

By: _____

Date: _____

Date: May 1, 2018

Waiver & Release

Participant's Name _____

Agency _____


Agency Address _____ City/State _____

Zip Code _____

I understand that _____ (Agency) has entered into an Agreement with the DuPage County Sheriff to hold 'live fire training exercises at the DuPage County Sheriff's Office 'Live-Fire Shooting House', located at 1875 Arthur Drive, West Chicago, Illinois. I acknowledge that I am an employee of _____ (Agency) which is responsible for conducting said training exercises pursuant to said Agreement. I hereby for myself, heirs, executors, administrators, personnel representatives and assigns waive and release any and all rights, claims and courses of action I may have for damages against the DuPage County Sheriff and his employees, volunteers, and agents, and their successors and assigns or the County of DuPage and its employees, volunteers, and agents, and their successors and assigns for any and all injuries and/or damages suffered by me in connection with my participation in activities at or use of the 'Live-Fire Shooting House', located at 1875 Arthur Drive, West Chicago, Illinois. I have read and agree to abide by the policies outlined in DuPage County Sheriff's Office GENERAL ORDER: 4-99.2 and another other applicable DuPage County Sheriff's Office policies or procedures as may be communicated to me. I attest that I am physically fit and sufficiently trained for participation in the activities. I understand that my use of the facilities located at 1875 Arthur Drive, West Chicago, Illinois is conditioned upon execution of this 'Waiver and Release'.

Participant's Signature

Date _____

GENERAL ORDER NUMBER	OFF 4-99.2	 OFFICE OF THE SHERIFF COUNTY OF DUPAGE
EFFECTIVE DATE	04/02/12	
CHAPTER	Live-Fire Shooting House	
POLICY	OFF 4-99.2 Live-Fire Shooting House	
REFERENCES	None	

Policy

It is the policy of the DuPage County Sheriff’s Office that the Live-Fire Shooting House located at 1875 Arthur Drive, West Chicago, Illinois is to be used by law enforcement or military agencies with approval of the Sheriff or his Designee only when a certified live-fire shooting instructor is on the premises during the training session.

Purpose

The purpose of this general order is to define the areas of the DuPage County Sheriff’s Office Live–Fire Shooting House and to provide guidelines for the safe and orderly operation of the facility. This may include but is not limited to, realistic training in hostage rescue assault situations, room clearing techniques, live fire simulations and shotgun breachings in a 360 degree field-of-fire.

Definitions

- A. DuPage County Live–Fire Shooting House – building and surrounding property that houses a 360 degree live-fire training environment located at 1875 Arthur Drive, West Chicago, Illinois.
- B. Live–Fire Shooting House Certified Instructor (LFSHCI) – an individual that has completed a certified Shoot House Instructor Course.

Procedures

Approval for the use of the DuPage County Sheriff’s Office Live-Fire Shooting House must be given by the Sheriff or his Designee. The presence of a qualified Live-Fire Shoot House Instructor is mandatory during any live-fire training exercise at the facility.

Requests to utilize the DuPage County Sheriff’s Office Live-Fire Shooting House by any Local, County, State, Federal or Military personnel or specialized units will be evaluated by the Sheriff or his Designee on an individual basis. Consideration will be given to the level of training, experience and proficiency of the agencies or teams wishing to use the Live-Fire Shooting House.

All agencies that are given approval by the Sheriff or his Designee to utilize the Live-Fire Shooting House must sign a waiver of liability form that they have received a copy of the rules governing the use of the Live-Fire Shooting House and that they agree to abide by them.

Initial responses to any infractions of the Live-Fire Shooting House rules will be at the discretion of the attending Certified Live-Fire Shoot House Instructor. Disciplinary actions for Live-Fire Shooting House violations may range from verbal warnings to ejection from the facility. In addition, written notice of any violations of the Live-Fire Shooting House rules will be sent to the Sheriff or his Designee, in addition to the appropriate Police Chief, Commander, Supervisor, etc.

In the event of an injury that occurs at the DuPage County Sheriff's Office Live-Fire Shoot House, whether firearms related or otherwise, all outside agencies will be advised that the closest hospitals are Central DuPage Hospital in Winfield, Illinois (6.8 miles), and Delnor Hospital in Geneva, Illinois (7.7 miles.) This information will be prominently posted at the Shoot House in multiple locations with each hospital's direct phone number.

Live-Fire Shooting House General Rules

- A. Firearms will always be treated as if they are loaded.
- B. Handguns will remain holstered and long guns shall have their actions open while in the live-fire shooting house except as otherwise authorized by the Live-Fire Shooting House Certified Instructor. (LFSHCI)
- C. While at the live-fire shooting house, weapons will be loaded and unloaded at the direction of the LFSHCI.
- D. When the LFSHCI requests to inspect your weapon:
 - 1. Semi-automatic and automatic weapons will have the magazine removed, the slide locked back and be presented grip first.
 - 2. Revolvers will have the cylinder open, held by the top frame support and be presented grip first.
 - 3. Long guns will have the bolt and/or slide to the rear and the muzzle down.
- E. The LFSHCI must first approve all sighting in or test firing of all weapons.
- F. In the case of a weapon malfunction, the weapon will remain pointed down. The officer will make every attempt to clear the weapon and continue firing. If the malfunction cannot be corrected, the officer will immediately notify the LFSHCI.
- G. The LFSHCI will inspect every weapon used in the live-fire shooting house – NO EXCEPTIONS.
- H. Body armor, ear and eye protection are mandatory during all live-fire training exercises – NO EXCEPTIONS.
- I. No alcoholic beverages will be allowed at the live-fire shooting house. No shooters may have a blood alcohol concentration other than a reading of .000 on a PBT. No shooters may be under the influence of medication, either prescription or non-prescription, which may affect their ability to safely handle and control a firearm.
- J. No smoking is allowed within the live-fire shooting house facility.

- K. No horseplay of any kind is allowed.
- L. Upon leaving the live-fire shooting house, all weapons will be loaded with the muzzle pointed into the loading station.
- M. Any injuries whatsoever sustained during live-fire training must be immediately reported to the Sheriff or his Designee.
- N. Any damage to the live-fire shooting facility must be immediately reported to the Sheriff or his Designee.
- O. Any unintentional discharge of any firearm or less lethal weapon during live-fire training must be immediately reported to the Sheriff or his Designee.
- P. The DuPage County Sheriff's Office Live-Fire Shooting House must be left clean and all trash removed prior to leaving and securing the premises for the day.
- Q. Frangible ammunition is the only live fire ammunition allowed to be used in the live-fire shooting house. Calibers allowed are .40, .45, 9mm and .223. Other calibers may be allowed at the discretion of the DuPage County Sheriff or his Designee.
- R. Only reduced strength, (training) distraction devices are allowed to be used in the live-fire shooting house.
- S. Breaching of interior doors at the live-fire shooting house is allowed only with prior approval of the DuPage County Sheriff or his Designee.
- T. Do not shoot live rounds into or above walls or portions of walls that are painted with a red line.
- U. Only a Live-Fire Shooting House Certified Instructor is allowed to stand on the observation platform of the facility during live fire exercises.
- V. No one is allowed onto the observation platform without LFSHCI authorization.
- W. All shooting must take place within the confines of the ballistic walls of the shoot house.
- X. A safety sweep of the live-fire shooting house is mandatory prior to and upon completion of each training session to ensure that any live rounds that may have fallen onto the floor are picked up and secured.
- Y. Firearms will not be pointed at any LFSHCI, any officers or any other person at the live-fire shooting house except under special scenarios initiated, strictly controlled and supervised by the LFSHCI. Simulated weapons shall be used for this purpose unless the use of actual firearms is required by the training, i.e., simunitions.
- Z. All users of the DuPage County Sheriff's Office Live-Fire Shooting House will be required to sign a liability waiver form acknowledging they have received a copy of these rules and that they agree to abide by them.



Agenda Item Executive Summary

Item Name A RESOLUTION APPROVING OF THE LAW ENFORCEMENT AGREEMENT AND ORDER NO. 1 BETWEEN THE VILLAGE OF BARTLETT AND LEXISNEXIS CLAIMS SOLUTIONS, INC. Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached is a Resolution Approving of the Law Enforcement Agreement and Order No. 1 Between the Village of Bartlett and LexisNexis Claims Solutions, Inc. This would allow the Village of Bartlett to utilize LexisNexis' eCrash – electronic crash report management system software at no cost and increase the police department's efficiency by eliminating the manual data entry of all motor vehicle crash reports. It would also reduce the time it takes the police department staff to process Freedom of Information Act (FOIA) requests that are received in regard to motor vehicle crash reports.

ATTACHMENTS (PLEASE LIST)

- Police Department Memorandum
- Resolution
- LexisNexis Law Enforcement Agreement
- LexisNexis eCrash Order No. 1

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

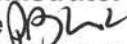
MOTION: I move the passage of Resolution 2018- _____, A RESOLUTION APPROVING OF THE LAW ENFORCEMENT AGREEMENT AND ORDER NO. 1 BETWEEN THE VILLAGE OF BARTLETT AND LEXISNEXIS CLAIMS SOLUTIONS, INC.

Staff: Patrick B. Ullrich, Chief of Police

Date: 4/20/18

Geoffrey T. Pretkelis, Deputy Chief

**POLICE DEPARTMENT MEMORANDUM
18-23**

DATE: April 20, 2018
TO: Paula Schumacher, Village Administrator
FROM: Patrick B. Ullrich, Chief of Police 
RE: A RESOLUTION APPROVING OF THE LAW ENFORCEMENT AGREEMENT
AND ORDER NO. 1 BETWEEN THE VILLAGE OF BARTLETT AND
LEXISNEXIS CLAIMS SOLUTIONS, INC.

Several years ago, the Illinois Department of Transportation (IDOT) encouraged all law enforcement agencies to begin moving forward from the paper reporting of motor vehicle crashes to an approved third-party vendor electronic crash reporting system. The purpose of this request was to make sure the information obtained from motor vehicle crash reports was complete, accurate, processed in a timely manner, and available for statistical analysis, research and decision support to reduce crash-related injuries and fatalities in Illinois.

During our research, the police department learned LexisNexis' eCrash system is the most commonly used electronic traffic crash software system. It is currently being used by 376 law enforcement agencies in Illinois, including Carol Stream, Hanover Park, Elgin, Roselle, and Streamwood.

The attached proposed resolution and order would allow the Village of Bartlett to enter into an agreement with LexisNexis Claims Solutions Inc. to utilize its eCrash – electronic crash report management system software at no cost. LexisNexis would also be required to accommodate the electronic storage of all submitted motor vehicle crash reports and transmit them electronically to IDOT. Additionally, LexisNexis would collect an agency report fee and an additional convenience fee, which the Village would receive \$5.00 each time LexisNexis provides a copy of a motor vehicle crash report to insurance companies or other individuals. The police department would still have the capability of handling walk-in or mail requests for motor vehicle crash reports independently. The police department would also be able to utilize LexisNexis' powerful administrative portal to review and monitor important motor vehicle crash trend analytics and statistics.

Last year, the police department handled and processed more than 1,400 motor vehicle crash reports. LexisNexis' eCrash system would boost the efficiency of the police department's staff by eliminating the manual data entry of the motor vehicle crash reports. It would also reduce the time it takes police department staff to process Freedom of Information Act (FOIA) requests for copies of motor vehicle crash reports. Additionally, police department staff would no longer be required to make copies of all motor vehicle crash reports and manually send them to IDOT.

MOTION: I move to approve Resolution 2018-____, A RESOLUTION APPROVING OF THE LAW ENFORCEMENT AGREEMENT AND ORDER NO. 1 BETWEEN THE VILLAGE OF BARTLETT AND LEXISNEXIS CLAIMS SOLUTIONS, INC.

RESOLUTION 2018 - _____

**A RESOLUTION APPROVING OF THE LAW ENFORCEMENT
AGREEMENT AND ORDER NO. 1 BETWEEN THE VILLAGE OF BARTLETT
AND LEXISNEXIS CLAIMS SOLUTIONS, INC.**

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 Law Enforcement Agreement For LexisNexis® eCrash and the Order No. 1 dated May 1, 2018, between the Village of Bartlett, by and through the Bartlett Police Department, and LexisNexis Claims Solutions, Inc. (collectively, the "Agreement"), copies of which are appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 1, 2018

APPROVED: May 1, 2018

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2018 - _____ enacted on May 1, 2018, and approved on May 1, 2018, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

LAW ENFORCEMENT AGREEMENT
For LexisNexis® eCrash

This Law Enforcement Agreement (“Agreement”) is dated May 1, 2018 (“Effective Date”) by and between LexisNexis Claims Solutions Inc., on behalf of itself and its Affiliates with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 (“Provider”), and the Village of Bartlett, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois, by and through the Bartlett Police Department, with its principal place of operations at 228 S Main Street, Bartlett, Illinois 60103 (“Agency”). Provider and Agency may be referred to herein individually as a “Party” and collectively referred to as “Parties”. “Affiliate” means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider.

1. SCOPE.

Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the “Services”) as described in an applicable order to this Agreement (“Order”). The Parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents occurring within its jurisdiction (as used within this Agreement, each documented event is a “Report”). “Report” shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable.

2. LICENSE AND RESTRICTIONS.

- 2.1 License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:
- a. Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
 - b. Agency shall not access or use Services from outside the United States without Provider’s prior written approval; and
 - c. Agency shall not use the Services to create a competing product or provide data processing services to third parties; and
 - d. Agency’s use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
 - e. Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
 - f. Agency may not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
 - g. Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency’s employees who have a need to know such information); and
 - h. Agency shall not permit any third party (third parties shall not include Agency’s employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
 - i. Agency shall comply with all laws, regulations, and rules which govern the use of the Services.
- 2.2 Other Restrictions. In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency’s use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider’s written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency’s designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency’s Reports.
- 2.3 Violation of License Terms and / or Restrictions. Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced

a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. RETENTION / DISTRIBUTION.

- 3.1 For all Services provided hereunder that involve Reports, Provider will maintain a copy of each Report for a period of no less than seven (7) years from the date of the Report. Provider will distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("Authorized Requestors") and other authorized law enforcement entities ("Agency Requestors") in accordance with an applicable Order and all applicable laws and regulations.
- 3.2 Data Sharing, Access and Security. Provider acknowledges that the information available through the Services (as that term is defined within the Agreement) may include personally identifiable information, including but not limited to, driver's license numbers or dates of birth, and Provider will keep all such information confidential and secure in compliance with its obligations under the Agreement. Accordingly, Provider shall (a) require that any individual or entity acting under the authority of Provider and who has access to personal data does not process such data except as required to do so by Agency or as provided under this Agreement, unless required to do so by applicable law. Such individuals or entities are committed to maintaining confidentiality of such personal data as required by law; and (b) have access control and management including the identification, authentication and control of access to, and use of, information, facilities, networks, computers and software including deactivation of credentials when no longer needed. Additionally, Provider shall have in place documented policies and procedures, which shall be reviewed, and if appropriate, tested and updated, as appropriate, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information and which are measured against objective standards and controls. Such program shall comply with all applicable laws.
- 3.3 Storage and Daily Backup. Provider shall maintain appropriate backup, disaster recovery and business continuity plans including, for example, the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident
- 3.4 Loss of Data, Irregularities and Recover. The loss of data, as well as other issues that impact data integrity, such as, unauthorized data access by personnel are addressed in the Agreement, as well as appropriate responsibility and liability in regard to such an event. Processes have been implemented to ensure the protection of the data through various measures, such as, firewalls, etc. The electronic data shall be backed up in compliance with Provider's internal policies and procedures to enable its restoration to the extent possible, in the event the data needs to be recovered or is lost.
- 3.5 Data Retention and Redundancy. The Agency-provided Reports will be maintained by Provider using its scalable storage capabilities at no cost to the Agency. The parties do not anticipate that the storage requirements in regard to the Agency-provided Reports will exceed Provider's capacity or entail any additional charges in connection with the Services provided by Provider under the Agreement. The electronic crash Reports will be stored, minimally, for the time period required by law and as provided in Section 3.1 above. Provisions for the destruction of crash Reports will be in accordance with applicable records retention laws and Provider's corporate records retention policies.
- 3.6 Data Usage: All crash Reports must be electronically transmitted by Provider to the Illinois Department of Transportation upon Agency Report approval. The Agency retains the right to extract copies of Agency's crash Reports and associated data therefrom LexisNexis Command Center to publish statistics as required for annual reporting to the public and other authorized entities.

4. SUPPORT AND MAINTENANCE.

- 4.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("Maintenance"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.
- 4.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("Support") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are

compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.

- 4.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

5. FEES.

- 5.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("Fees"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) in an Order by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("Dispute"), Agency shall notify Provider in writing and follow the procedures set forth below. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider. If any invoice (or undisputed portion thereof) remains unpaid and not subject to a Dispute after sixty (60) days from the invoice date, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.
- 5.2. Fees due to Agency. All Reports requested by Agency Requestors shall be provided free of charge. Provider will collect a fee as set forth in an applicable Order ("Agency Fee(s)") on behalf of Agency for Report requests by an Authorized Requestor. Provider will remit any Agency Fees to Agency using the process as herein defined. For clarity, if a fee is not charged to an Authorized Requestor for the Report, no Agency Fee shall be collected or paid to Agency. In connection with this Section, on a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fees collected by Provider during the previous month. Provider will provide a monthly report to Agency identifying the number of Reports provided on its behalf.
- 5.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("Convenience Fee") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall exceed the amount a provider may legally charge an Authorized Requestor.

6. TERMS AND TERMINATION.

- 6.1. Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.
- 6.2. Termination.
- 6.2.1. Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.
- 6.2.2. Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least sixty (60) days prior to the end of the applicable Order term.
- 6.2.3. Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.
- 6.3. Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws and regulations.

7. RELEVANT LAWS.

Each Party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

- 7.1. Driver's Privacy Protection Act. Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information from a motor vehicle record obtained by Provider from state Departments of Motor Vehicles as those terms are defined by the Federal Driver's Privacy Protection Act, 18 U.S.C. § 2721 et seq., ("DPPA") and its state analogues ("DMV Data"), and that Agency is required to comply with the DPPA or its state analogues, as applicable. Agency agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.
- 7.2. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report
- 7.3. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.
- 7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstance under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
- 7.5. Privacy Principles. Agency shall comply with the "Provider Data Privacy Principles" available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
- 7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

- 8.1. Definition. "Confidential Information" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, the terms of this Agreement (subject to 8.4 below) all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Notwithstanding the foregoing, Provider acknowledges that Agency requires board approval for this Agreement, which includes advance distribution and discussion among Agency staff, and the meeting itself is conducted in accordance with public records and open meetings laws, and is posted online on Agency's website in connection with the agenda for said meeting. Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.
- 8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.
- 8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.
- 8.4. Exception for Subpoenas, Court Orders, and Freedom of Information Laws Requests. A Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, or under the State Freedom

of Information laws, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order or other governmental authority or State Freedom of Information laws request ("FOIL Request") so as to allow the disclosing Party an opportunity (within the applicable time limits under the State Freedom of Information laws for an FOIL Request) to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority, or State Freedom of Information laws, shall otherwise remain subject to the terms applicable to Confidential Information.

- 8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.
- 8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulation, court order, or other similar mandate.
- 8.7. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.
- 8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS AND RIGHT TO SELL CASH REPORTS.

- 9.1 Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the Services and may, upon reasonable notice, audit Agency's processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Notwithstanding the foregoing, the Provider shall not have access to the Agency's Record Management System ("RMS") or its Computer Aided Dispatch ("CAD") system or records. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable Fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.
- 9.2 Crash Report Sale Rights. In exchange for the Services provided to Agency, Agency agrees that Provider shall have the sole and exclusive right to sell the Agency's crash reports online and to distribute data extracted from the Reports, subject to the Agency's rights as stated in Section 3.6. Agency further retains the rights to fulfill requests for reports made pursuant to the State Freedom of Information laws.

10. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any services, in strict conformance with applicable laws and regulations, and further, to comply with all applicable binding orders of any court or regulatory entity and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY.

For purposes of this section, "Provider" includes Provider and its Affiliates, subsidiaries, parent companies, and data providers. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. LIMITATION OF LIABILITY.

To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant Services are made available at no cost to Agency, then in no event shall Provider's liability to Agency under this Agreement exceed One Hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from Provider's gross

negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

13. INDEMNIFICATION.

To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its Affiliates, and their officers, directors, employees, and Agents (the "Indemnified Parties") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the Indemnified Parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the indemnifying party, its Affiliates, or the officers, Agents or employees of such party (the "Indemnifying Parties"); (ii) the gross negligence or willful misconduct of the Indemnifying Parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this Agreement. The indemnities in this section are subject to the Indemnified Parties promptly notifying the Indemnifying Parties in writing of any claims or suits.

14. FORCE MAJEURE.

Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of God or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

15. NOTICES.

All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the Party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other Party timely, written notice of its new address in the manner set forth above.

16. MISCELLANEOUS.

- 16.1 Affiliates. Agency understands and agrees that certain Services furnished under this Agreement may actually be provided by one or more of Provider's Affiliates.
- 16.2 Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.
- 16.3 Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.
- 16.4 Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 16.5 Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.
- 16.6 Survival. Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.
- 16.7 Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.
- 16.8 Entire Agreement. This Agreement represents the entire agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

16.9 Governing Law. The Agreement will be governed by and construed under the laws of the State of Illinois excluding its conflict of law rules.

17. INSURANCE.

17.1 Provider shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives, or employees. Provider shall procure and maintain for the duration of the Agreement and thereafter as provided herein, insurance against claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

17.2 **Minimum Scope and Limit of Insurance.** Coverage shall be as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$10,000,000** per occurrence, and a general aggregate limit of **\$10,000,000**.
- b. **Cyber Liability Insurance or Technology Professional Liability (Errors and Omissions) Insurance** with limits not less than **\$10,000,000** per occurrence or claim, **\$10,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, third party liability arising out of cyber-related events, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

17.3 **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. **Additional Insured Status.** **The Village of Bartlett and the Bartlett Police Department, and each of its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Provider including materials, parts or equipment furnished in connection with such work or operations performed or on behalf of Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CB 20 38; **and** CG 20 37 forms if later revisions used).
- b. **Primary Coverage.** For any claims related to the Agreement, Provider's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Village of Bartlett, the Agency and their respective officers, officials, employees, and volunteers.

Notice of Cancellation. Provider shall provide 30 days' notice prior to the cancellation of the CGL policy.

- c. **Waiver of Subrogation.** Provider hereby grants to the Agency a waiver of any right to subrogation which any insurer of Provider may acquire against the Agency by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.
- d. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the Agency.
- e. **Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

- (i) The Retroactive Date must be must be shown and must be before the date of the contract or the beginning of contract work.
- (ii) Insurance must be maintained and evidence of insurance must be provided **for at least three (3) years after completion of the contract of work.**
- (iii) If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, Provider must purchase "extended reporting" coverage for a minimum of **three (3) years** after completion of contract work.

f. Verification of Coverage. Provider shall furnish the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before the Services commence. However, failure to obtain the required documents prior to accessing and using the Services shall not waive Provider's obligation to provide them.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Provider: **LexisNexis Claims Solutions Inc.**

Agency: **Village of Bartlett on behalf of
Bartlett Police Department**

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. Data Protection.

Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.

2. Agency's Information Security Program.

Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("Agency's Information Security Program"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.

3. Agency Security Event.

In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "Agency Security Event") Agency shall:

- (i) provide immediate written notice to:
 - a) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - b) via email to (security.investigations@lexisnexis.com); or
 - c) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
- (ii) promptly investigate the situation; and
- (iii) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
- (iv) if required by law, or in Provider's discretion, Agency shall:
 - a) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
 - b) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
- (v) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
- (vi) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

4. Provider's Security Program

- (a) Provider maintains an Information Security Program ("Program"), which shall (a) account for known and reasonably anticipated risks and threats, and Provider shall, on an ongoing basis, monitor for new threats; (b) meet or exceed industry best practices; (c) ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services. Provider will promptly remediate any deficiencies identified.
- (b) The Program will be in writing, and at a minimum, address the following areas: (a) Access control management including identification authentication and control of access to, and use of, information, facilities, networks, computers and software including deactivation of credentials when no longer needed; (b) Network controls to prevent and detect malicious activities and segregate physical and logical access; and (c) Virus and malicious software detection, response and eradication performed on a timely basis.
- (c) The Program will require that any individual or entity acting under the authority of Provider and who has access to Reports does not process such Reports except as required to do so by Agency, this Agreement, or unless required to do so by applicable law, and that such individuals or entities are committed to maintaining confidentiality of such Reports as required by law.
- (d) Provider shall implement and maintain business continuity/disaster recovery policies and procedures that address Provider's ability to provide protection to the security, integrity, and availability of information technology systems and software, and any other key information, used by Provider in the performance of its obligations under this Agreement during a business disruption. At a minimum, such policies and procedures shall include risk assessment and controls for (a) resumption of Provider business operations, including system and data access; (b) incident response; and (c) security of data and information.

Order No. 1
LexisNexis® eCrash

This Order No. 1 ("Order") is entered into this 1st day of May, 2018 ("Order Effective Date") between the Village of Bartlett, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois, by and through the Bartlett Police Department ("Agency") and LexisNexis Claims Solutions Inc., on behalf of itself and its Affiliates ("Provider") and subject to the terms and conditions of the Law Enforcement Agreement effective May 1, 2018 ("Agreement") between the Parties.

1. TERMS AND CONDITIONS.

All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.

2. DESCRIPTION OF SERVICES.

Provider, as part of its business has developed and makes available to law enforcement entities a solution called LexisNexis® eCrash that enables for the collection and the online distribution of Reports via Provider's eCommerce portal(s). In exchange for the Services provided to Agency, Agency agrees that Provider shall have the sole and exclusive right to sell the Agency's crash reports online and to distribute data extracted from the Reports. Agency retains the rights to fulfill requests for a Reports made pursuant to state freedom of information laws. Nothing provided herein shall restrict the Agency from using its data for internal purposes, including to perform analytics.

3. SCOPE OF SERVICES.

Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services subject to Agency's technology capabilities, processes, and work-flow functionality:

- 3.1. Permit connection of Provider's application on Agency's application-compatible computing devices, with the following features:
 - a) Integrated crash scene diagramming
 - b) Ability to interface with NCIC, NLETS, and state databases to auto-populate Reports with applicable data (in participating states)
 - c) Voice response (in participating states)
 - d) Online agency administration portal to view Reports, generate analytics, and obtain information related to Agency's Reports
- 3.2. Establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider
- 3.3. Provide Report retention and distribution services as set forth in in Section 3 of the Agreement
- 3.4. Other Services: Provider will electronically transmit all Crash Report data to the Illinois Department of Transportation.

4. TERM AND TERMINATION.

This Order shall commence upon the Order Effective Date and shall continue for an initial term of thirty six (36) months ("Initial Term"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("Renewal Term") unless either Party provides written notice to the other Party, at least sixty (60) days prior to the expiration of the Renewal Term.

5. FEES.

Pursuant to Section 5 of the Agreement, the Agency Fee is Five Dollars and 00/100 (\$5.00). There shall be no fee to Agency for the Services.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Provider: LexisNexis Claims Solutions Inc.

Agency: Village of Bartlett on behalf of
Bartlett Police Department

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____