

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**MARCH 1, 2022**  
**7:00 P.M.**

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

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

\*6. MINUTES: Board and Committee Minutes – February 15, 2022

\*7. BILL LIST: March 1, 2022

8. TREASURER'S REPORT: None

9. PRESIDENT'S REPORT:

A. Bartlett Fire Protection District & Public Works Recognition 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. Ordinance Approving a Site Plan Amendment and Granting a Variation for Wheaton Eye Clinic

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

\*1. Banbury Fair BEDA Application

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

1. Resolution Approving the Intergovernmental Agreement Forming the Stop CPKC Coalition and Sharing Costs to Represent the Common Interests of the Parties Related to the Merger of the Canadian Pacific and Kansas City Southern Railroads

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

\*1. O'Hare's Pub Special Event Class J Liquor License Request

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

\*1. Resolution Approving of the Janitorial Services Agreement Between the Village of Bartlett and Multisystem Management Company

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

1. Resolution Approving of the Contract for the Oneida Basin Improvements Agreement Between the Village of Bartlett and Nettle Creek Nursery, Inc.

13. NEW BUSINESS

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



**VILLAGE OF BARTLETT  
BOARD MINUTES  
February 15, 2022**

---

1. CALL TO ORDER

President Wallace called the regular meeting of February 15, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m.

2. ROLL CALL

PRESENT: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Planning & Development Director Roberta Grill, Grounds Superintendent Matt Giermak, Chief Patrick Ullrich, Deputy Chief Jim Durbin, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Gilles.

3. INVOCATION – Reverend Andrew Weiss, Faith World Outreach Church 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.

There were no additions or subtractions to the Consent Agenda.

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



**VILLAGE OF BARTLETT  
BOARD MINUTES  
February 15, 2022**

---

Trustee Deyne moved to Approve the Consent Agenda and that motion was seconded by Trustee Hopkins.

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

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski

NAYS: None

ABSENT: None

**MOTION CARRIED**

6. MINUTES – Covered and approved under the Consent Agenda.

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

**8. TREASURER'S REPORT**

Finance Director Todd Dowden stated that this was the December 2021 Treasurer's Report. He stated that the Municipal Sales Tax Report through December 2021 totaled \$314,214 and it was up \$77,298 from the prior year due to the online sales tax collection changes. Motor Fuel Tax distribution through December 2021 totaled \$153,239 which was up \$16,444 from the prior year (still down from 2 years ago).

**9. PRESIDENT'S REPORT**

The Police Department presented the 1<sup>st</sup> place trophy for the 2021 National Night Out celebration.

Sergeant Greg Milos stated that it was so great this past summer after a year of Covid uncertainty and precautions, to have life feel a little normal again. National Night Out was once again a huge success. In our category, we took first place out of twenty-two cities across the country. This achievement was definitely a community effort. What is great about National Night Out is that it allows us to continue to foster invaluable partnerships with the residents, businesses and organizations in this community. The community showed up in record numbers to all of our National Night Out events. The Bartlett Police Department would like to thank the Board of Trustees for their continued support and generosity in order to put on this successful event that impacts our community on such an elite level. It would not be complete without the special things the village administration, Bartlett Park District, Bartlett Fire Protection District, Bartlett Hill Golf Club and all of our volunteers and vendors who have made this event possible and unlike any other town around us. Last but not least, he thanked the crime prevention team officers Vicky



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**February 15, 2022**

---

Anderson and Tracy Dendinger who truly work tirelessly all year long to make sure each family has an amazing experience during National Night Out. Their hard work and dedication that continues to carry on this tradition in which we all see the community come together. These officers are the masterminds behind the scenes and truly represent "The Bartlett Way". This was their 28<sup>th</sup> National Night Out for Bartlett and they look forward to this year.

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

Trustee Deyne recognized staff birthdays. He thanked the first responders for their efforts on the fire in the industrial park. They worked tirelessly and several residents brought them food. He thanked god that no one got hurt.

President Wallace stated that they went out there several times and it was well organized. It made him proud to be a Bartlett resident. He appreciated everyone coming together including the surrounding towns that assisted in putting out the fire.

**11. TOWN HALL**

**Bruce Nemer, 376 Ashford Circle**

Mr. Nemer asked if there was anything that could be done to stop the speedway on Fairfax Avenue? He stated that he lives in a cul-de-sac and it is never salted. He spoke about the cable boxes on Fairfax that have exposed wires and an extension cord that is orange that is about 50' long and goes to a house.

Chief Patrick Ullrich stated that they can send officers on Fairfax to radar. They also have radar boxes that flash the vehicles speed as they pass. It makes drivers aware of how fast they are traveling.

Public Works Director Dan Dinges stated that his staff plows the main roads and contractors to the cul-de-sacs. He will take a look at it and make sure it is addressed.

President Wallace asked the administration department to follow up on the exposed wires.

**Jay Langfelder, 415 S. Hickory**

Mr. Langfelder thanked Adam Hopkins and stated that he reached out to him regarding snow plowing. He understood that the snow plowing is done in the following order: main thoroughfares, side streets, cul-de-sacs and then the dead-ends. On January 24<sup>th</sup> his dead-end street was not plowed for two days. The second time, on February 2, he e-mailed Trustee Hopkins and was told that he also lives on a dead-end street. Small



**VILLAGE OF BARTLETT  
BOARD MINUTES  
February 15, 2022**

---

contractors plow these streets. South Main Street, which is also a dead-end street with four houses, is always plowed. He has to call the village every time there is snowfall. His question is that if the snow plow contractors are being paid, are they being paid on service?

Mr. Dinges stated that the contractors don't always do the same route. He believed that his area had a new contractor and stated that it has been addressed.

**12. STANDING COMMITTEE REPORTS**

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

Trustee Hopkins stated that Ordinance 2022-10, an Ordinance Adopting the Village of Bartlett, Illinois Official Zoning Map 2022 was covered and approved under the Consent Agenda.

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

Trustee Gandsey stated that there was no report.

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

Trustee Deyne stated that Ordinance 2022-11, an Ordinance Amending Section 3-31-1 and 3-31-2 of the Bartlett Municipal Code Regarding Annual Video Gaming Terminal Fees was covered and approved under the Consent Agenda.

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

Trustee Gunsteen stated that there was no report.

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

Trustee Suwanski stated that there was no report.

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

Trustee Reinke stated that there was no report.

**13. NEW BUSINESS - None**



**VILLAGE OF BARTLETT  
BOARD MINUTES  
February 15, 2022**

---

14. QUESTION/ANSWER PRESIDENT & TRUSTEES

President Wallace stated that with the consent of the board, he thought it would be appropriate to have some type of recognition for the fire chief and fire district acknowledging their handling of the large fire as well as everyone else involved like police and public works. He stated that they used 9-10 million gallons of water.

15. ADJOURN

President Wallace stated that the board will adjourn and there will be a Committee of the Whole meeting immediately following.

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

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski

NAYS: None

ABSENT: None

**MOTION CARRIED**

The meeting was adjourned at 7:18 p.m.

Lorna Giles  
Village Clerk



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
February 15, 2022**

---

**CALL TO ORDER**

President Wallace called the Committee of the Whole meeting of February 15, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:18 p.m.

**ROLL CALL**

**PRESENT:** Chairmen Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski, President Wallace

**ABSENT:** None

**ALSO PRESENT:** Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Planning & Development Director Roberta Grill, Grounds Superintendent Matt Giermak, Chief Patrick Ullrich, Deputy Chief Jim Durbin, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles

**BUILDING & ZONING, CHAIRMAN HOPKINS**  
**Hanover Township Campus Expansion**

Chairman Hopkins introduced the item.

Planning and Development Services Director, Roberta Grill stated the township is requesting to annex just over 14 acres directly south of the campus and rezone 17 acres. Once it is annexed, it would be rezoned to the P-1 PUD District and they have submitted a phasing plan for the project. This phasing plan would include Phase #1: the emergency services station; Phase #2, the facilities and road maintenance administration building; Phase #3 would be a cemetery and walking trails around the existing wetlands. They have asked for a Comprehensive Plan Amendment to the Bartlett Future Land Use Plan which would change the designation from residential to municipal/institutional. They are also requesting a Plat of Consolidation, consolidating three lots into one zoning lot, special use permits for a planned development to allow two principle buildings on one zoning lot, wetland mitigation, and the cemetery. Finally, they are asking for site plan review for the emergency services station. There is an existing single-family home on a portion of the land. They would be adding on a 6,800 sq.ft. garage area to that home.

President Wallace asked the difficulty of building on the lot currently, because of the wet lands. What could potentially go along Rt. 59 there.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
February 15, 2022**

---

Ms. Grill stated the Concept Plan shows it as residential uses, but there are wetlands.

President Wallace confirmed that it would be difficult to build on a majority of that lot and asked the acreage of the site.

Ms. Grill stated it is heavily wooded and 17 acres.

Chairman Reinke ask how much traffic they are expecting on Sayer because he thinks those folks would be concerned about that.

Ms. Grill stated there would be no access to Sayer Rd, the map is misleading. She added there is a curb cut for the existing home, but that is being removed and access to the property would come from the existing curb cut for their current campus at Park Place Drive.

Chairman Deyne asked where parking would be located for the walking paths.

Hanover Township Administrator, James Barr stated that would be a part of Phase #2. People can park at the facilities and road maintenance building, as well as the emergency services station.

Chairman Deyne asked Mr. Barr to explain the cemetery.

Mr. Barr stated that the township has received inquiries for a number of years for a township cemetery. There are not many township cemetery plots available at public cemetery's so this would address that. This would be 5-7 years out before they would get to a place where they could start to develop it. There would be parking at the building across from it and if there was an internment, they would have additional parking for a brief period along the roadway. There would be very minimal traffic in that area outside of the cemetery and accessing the facilities and road building.

Chairman Hopkins asked about the timelines and phases.

Mr. Barr stated the intent is to build out the project over a number of years. Right away, we are looking at building an emergency services station and begin construction in the current calendar year. Over the next couple of years, they would like to renovate the main house on that property for their facilities and road maintenance office. In 5-8 years, they would like to install the cemetery. Along the way they would like to make the wetlands more accessible. Initially, they would be more basic paths and restoring some of the wetlands. Longer term, they would like to do more improved walking paths.

Chairman Hopkins asked if the building downtown would still be used for emergency services.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
February 15, 2022**

---

Mr. Barr stated the vehicles stored downtown would be moved to the new location, but they do have some interest in potentially leasing the fire barn to store some of their buses.

President Wallace asked about the feasibility of the Rt. 59 frontage. Has there ever been any retail interested in that area and would he foresee that being used for retail. He would hate to throw away access to Rt. 59 when businesses start to go on the corner of Rt. 59 and West Bartlett.

Ms. Grill stated she recalls townhomes, duplexes and single-family home inquiries coming to the village about this piece. There are single-family houses that back up to it. She doesn't see commercial locating to this property, maybe further south, but not this location.

The item was forwarded on to the Plan Commission to do further review and conduct the public hearing.

**COMMUNITY & ECONOMIC DEVELOPMENT, CHAIRMAN GANDSEY**  
**Banbury Fair BEDA Application**

Chairman Gandsey introduced the item.

President Wallace stated that he thought it was great.

Chairman Deyne stated he thought the BEDA should be granted based on the investment they are making. They have been long time business operators and residents. He has no problem recommending it to move forward.

Chairman Gandsey asked how many restrooms there would be and would they be accessible for people with disabilities.

Bruce Suffern, 216 Oak Brook Ct. stated after working with the village, and architects, accessibility for the handicapped both indoors and outdoors is being incorporated into the design. They can basically sit anywhere at the tables inside besides near the window seating with bar stools. He thanked the public works department for the great job snowing plowing in their cul-de-sac and in the downtown.

President Wallace asked about the timing of the project.

Mr. Suffern stated it has been a lot of work getting all the contractors together to submit proposals. The grant would make a big difference in their project and they want to get started this spring.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
February 15, 2022**

---

Chairman Suwanski asked if he anticipates keeping the property now since it has been for sale in the past.

Mr. Suffern stated over the last ten years, it has been for sale twice for a period of two years each. He is going to be 72 next month and how much longer he is going to continue is in Gods hands. God has blessed them and next year will be their 40<sup>th</sup> year anniversary of Banbury Fair. This year is his wife and his 50<sup>th</sup> wedding anniversary. 40 of their 50 years have been at Banbury Fair and it has been a gift from God and saved their marriage. They both still love it, but if someone wants to buy it, it's for sale.

Chairman Reinke confirmed that even if he does sell it, Rakesh's restaurant will still be operating.

Mr. Suffern stated that is correct. He would not do this without someone like Rakesh backing the concept. He is a quality proven provider of food and services. He has a long-term lease with them and they are here to protect him. He is aware of their situation and he is okay with it. They want to get this barn thing done and make you all proud of it.

Chairman Hopkins stated he is excited to see an old structure have new life.

President Wallace stated to the board that if you have not walked through it, contact Bruce and go walk through it, it is really nice in there.

Chairman Deyne stated years ago the Jaycees use to have a haunted house in that barn.

This item was forwarded on.

**FINANCE & GOLF COMMITTEE**  
**Proposed Operating Budget Review Presentation**

Finance Director Todd Dowden introduced the item. He stated we are getting to the end of the budget calendar. March meetings will review in detail each operating department and the public hearing will be April 5<sup>th</sup>.

Pg. 5- total revenue will be \$89,551,144 which is a little higher then normal.

Pg.7- we split the budget into two separate sections. Operating has been going up, increases due to water fund debt service, police pension, refunding increased 19/20 and 20/21. Capital includes Capital Improvement Plan plus other capital fund expenditures including TIF debt service.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
February 15, 2022**

---

Pg. 9- \$89 million total up from \$85. The General Fund comprises about 30% of that.

Pg. 10- Property tax is our largest source of revenue and equals \$11,629,537. We do not include TIF taxes with that. Police Pension is \$2,203,621, up \$135,718 set by the 5/1/21 actuarial report, estimated to go up \$150,000. Debt service levy for 2021 will be \$2,944,649, down \$153,645 due to our refunding's.

Pg. 11- We try to keep our property tax rate level. We do not set the rates, we set the levy amount, then when the taxable assessed value comes in, then the rate is calculated from that. Our assessed value is gradually increasing. We levy one amount for the village, the State calculates the burden for each county, the State also calculates the multiplier to bring Cook County's assessed value up to 33 and 1/3rd. The rate is calculated by the counties from the amount of the burden and the total EAV. Cook 39.07% down from highest ever of 39.32%, DuPage 60.50%, Kane .43% in 2020. The village's total EAV has seen steady growth and is estimated at \$1.29 billion. 2009 EAV was \$1.37 billion, so we are still down 5%.

Pg. 12- This is a big picture look at the General Fund, this is 88% of the revenue.

Pg. 13- Other taxes have been doing very well. We take IML's estimates on income tax. Budget next year is \$5,400,000, up \$840,000 from last year and is down from what we are estimated to receive this year.

President Wallace stated there is a lot of momentum to drive the LGDF up to 8%, he thought that would have a significant difference.

Ms. Schumacher stated we have been working with the COG's on that and we send a round of legislative letters, thanking our legislators that have signed on to that push and reminding those that didn't, that it would be a good idea.

President Wallace stated he thinks we should keep a close eye on that and see what taxes we could decrease if it does increase to 8%.

Pg. 14- Mr. Dowden stated 2022 is projected to end up at \$1,600,000, \$700,000 over budget. Amount included cannabis per capita of \$1.95, about \$80,000.

Pg. 15- Sales tax ended up about where we projected. The base tax is 6.25% and we receive 1% of that. We started receiving online sales tax and we increased that in the prior year so it came up to about where we budgeted.

President Wallace stated that we put in a local tax to reduce utility taxes. He wanted to see what the numbers for the utility tax were.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
February 15, 2022**

---

Mr. Dowden stated the utility tax was around \$2,000,000 originally and we gradually knocked them down.

President Wallace asked how we are able to track our sales tax.

Mr. Dowden stated we get detailed reports on sales tax, but we are not able to share them for confidentiality reasons.

Pg. 17- The real-estate transfer taxes budget is \$850,000. We have been creeping up slowly, but we have been as low as \$200,000-\$300,000. We have not had a large sale since last May.

Pg. 18- Building permits are at \$650,000. We have not had a large permit lately. We estimated about 3,800 miscellaneous permits this year. A permit for new residential is \$2,000 to \$3,000.

Pg. 19- The gaming tax continues to grow. We are estimating about \$325,000 this year. We use this for BEDA funding. Cable TV is stabilizing at \$600,000. The garbage franchise fee is \$140,000, down a little bit when we got the new agreement.

Pg. 20- For the Proposed Budget he is showing rate increases in water and sewer. Water increases 5% which hasn't had an increase in rates since 2019. The 5% would bring a bill for 6,000 gallons up to \$74. Water consumption went up in 2021 during the lockdown. Three years of rate increases totaled 85% and went from \$6.36 to \$11.76. A 5% increase would be \$12.35.

Pg. 22- Sewer charges are \$6,550,000, up \$475,000 for an 8% increase. We had planned increases in 2019-2020 but we did not increase them because of the pandemic. The big thing is that when the wastewater treatment plant is completed, we will have to start paying back the IEPA loans.

Pg. 23- Golf budget projects a little over 32,000 rounds which is down 450 from what they are currently estimating.

Pg. 24- Food and Beverage is up just over a million dollars in revenue, up \$26,000 from this year's budget. They are still struggled some this year with the pandemic restrictions. The projected revenue was \$934,000 this year.

Pg. 26- Looking at the expenditure side, if we take a look at the operating without police pension or debt service, we would be at about \$45 million.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
February 15, 2022**

---

Pg. 27- the pie chart shows that 46% of expenditures are personnel services as we are a service industry. Contractual services include our water agreement and is a big chunk of that as well.

Pg. 28- Police pension at 12% is a little overstated and includes reserves for future payments.

Pg. 29- General Fund - Our beginning balance is estimated to be at \$16,583,478 which is quite a bit higher than our fund balance policy. We have been around \$12-\$13 million the last few years. Net transfers are \$5,299,827. That would bring us down to \$13,594,000. This budget would use just over a million dollars in the general fund for operating and other expenses. Included in this budget is about \$750,000 for capital improvements. Our policy states that if we get too much in the general fund, we should transfer to a capital fund so we plan to transfer \$2,000,000 to the municipal building fund.

Pg. 30- The Central Services Fund balance is just about \$800,000. Each department transfers money to the central services fund. It covers things like IT, GIS, and the phone system. This year's transfer is \$1,455,904.

Pg. 31- Vehicle Replacement - We will be starting with just under \$1.8 million. We are budgeting to transfer \$694,000 in and the proposed budget is \$989,000 out and that includes 7 trucks, an asphalt trailer and 1 greens roller. The trucks have been difficult to get.

Chairman Hopkins asked if we get good resale value on them.

Mr. Dowden stated that he thinks we have sold some for \$40-\$50,000 but they cost a lot.

Pg. 32- We are not planning on any new taxes or fees. The General Levy will be unchanged. It included an \$86,000 increase for brush pick up last year. We will be continuing with that. Non-union wages increase of 3% is factored in. There are three new employees that will be requested. Two from the police, a continuation of their staffing and a plan reviewer in planning and development services.

Pg. 34- We are starting with \$16.7 million. The other bars are the minimum and maximum fund balance policy. The policy says 25-35% of operating expenditures, and we have been running at about 40-45%. Part of that is due to our rating agency because they like to see a healthy fund balance.

President Wallace asked how we are analyzing the policy on the fund balances, how are we coming up with a minimum and maximum and when was the last time we reviewed that.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
February 15, 2022**

---

Mr. Dowden stated it has been some time since last reviewed. 25% is the low end and 35% is the high end. If we take our \$26 million general fund operating expenses times 25% then we add on our reserves.

President Wallace asked if the 25%-35% is something that the bond operators suggest?

Mr. Dowden stated that comes from the Government Finance Officers' Associations best practices. Moody's would like us at about 100%.

President Wallace stated that he said this before 4-5 years ago when it got this high. We are holding tax payer money without having it earmarked for anything. We need to be frugal about not getting that fund so high.

Mr. Dowden stated a lot of this comes from the pandemic, less overtime, Care's Act funding, higher than expected income tax, etc. We are being careful not to spend it because we have it, but park it somewhere that can be used for one-time expenses. We have used fund balance for other emergencies like the Emerald Ash Borer Program.

Pg. 35- The Water Fund balance is also high. That is mainly because of capital projects that need to be completed. When we bring the rates, we can do less than the 5% increase.

President Wallace stated he would error on the side of raising rates less and bring the balance down by 2024-2025.

Pg. 36- The sewer side is a little tighter, especially in 2023-2024, we are expecting more debt services payments.

Chairman Suwanski asked if some general fund balance can go towards debt service.

Mr. Dowden stated it is not restricted. The problem is when you use it for ongoing projects, like 20 years of debt service, then the property tax levy would vary a lot. You want to keep a property tax levy even or reduced.

Chairman Deyne moved to adjourn the Committee meeting and the motion was seconded by Chairman Reinke.

**ROLL CALL VOTE TO ADJOURN**

**AYES:** Chairmen Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski  
**NAYS:** None  
**ABSENT:** None  
**MOTION CARRIED**



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
February 15, 2022**

---

The meeting was adjourned at 8:14 p.m.

*Samuel Hughes*  
Samuel Hughes  
Deputy Village Clerk

# WELCOME

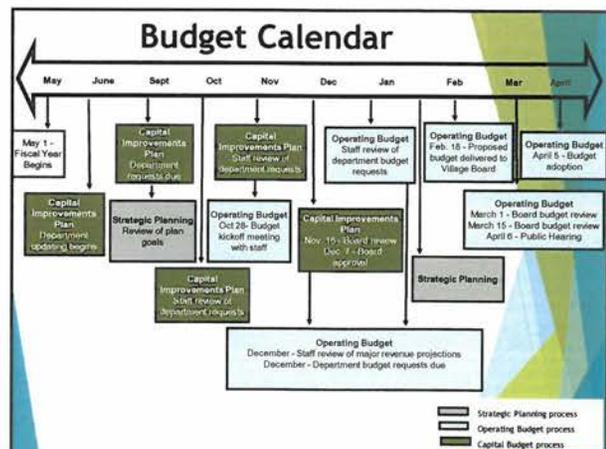
## 2022/2023 PROPOSED BUDGET PRESENTATION

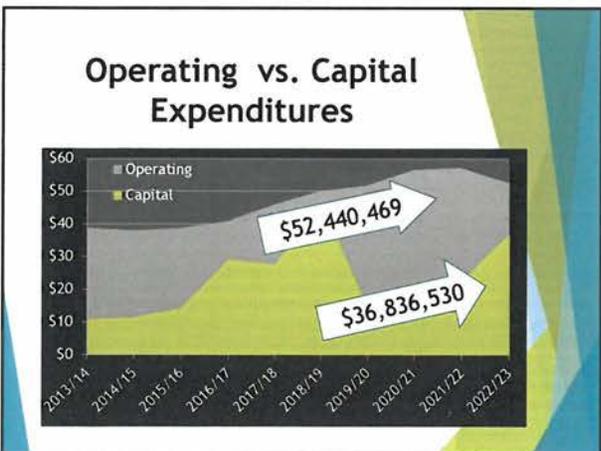
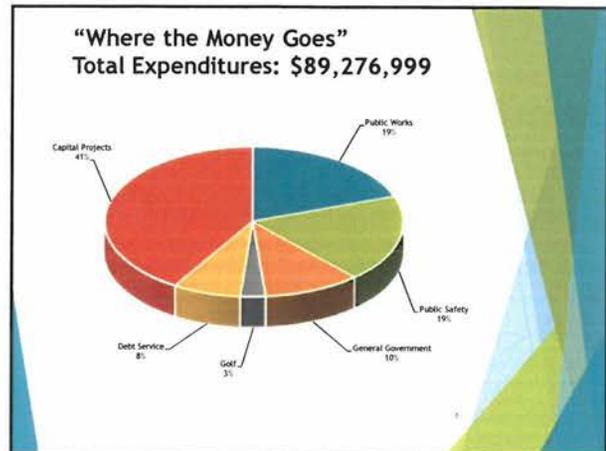
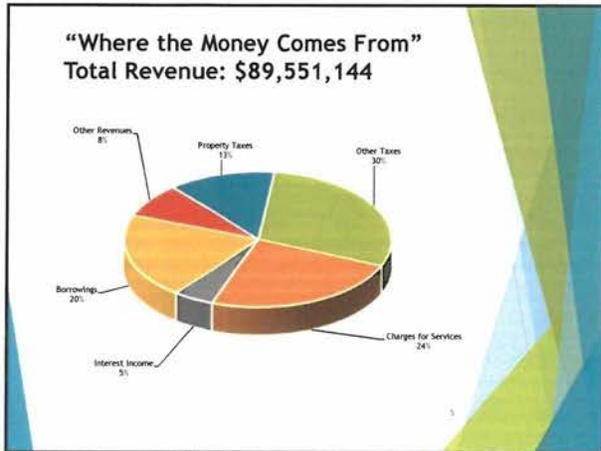
## Village of Bartlett Budget “More Than Just The Numbers”

- **The Budget is a Policy Document**
  - Village Wide - Long Term Financial Policies
  - Village Wide - Non-Financial Goals and Objectives (Strategic Plan)
  - Clearly Stated Goals and Objectives (Departments)
- **The Budget is a Financial Plan**
  - Summarizes Major Revenues and Expenditures
  - Describes Major Revenues
  - Projects Major Changes in Fund Balance

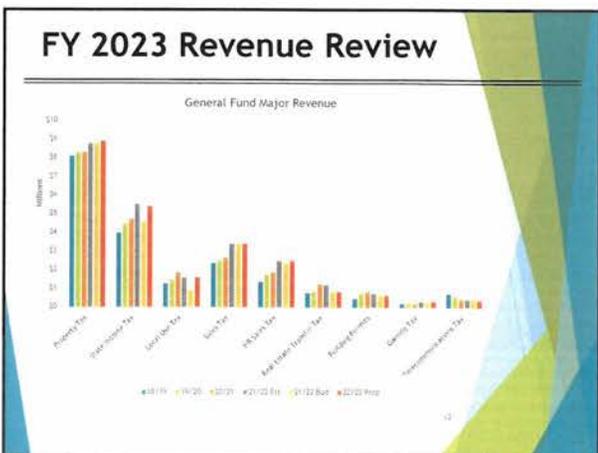
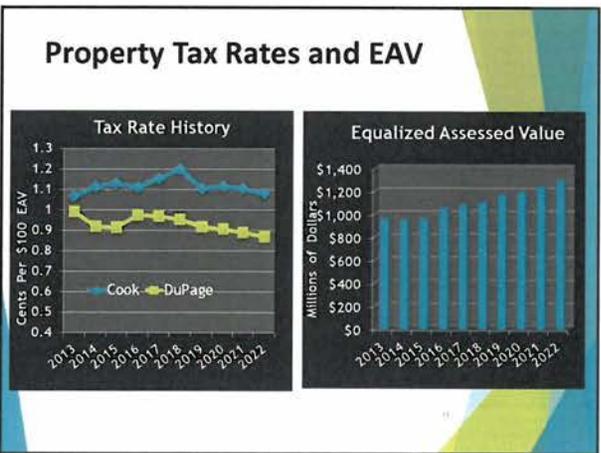
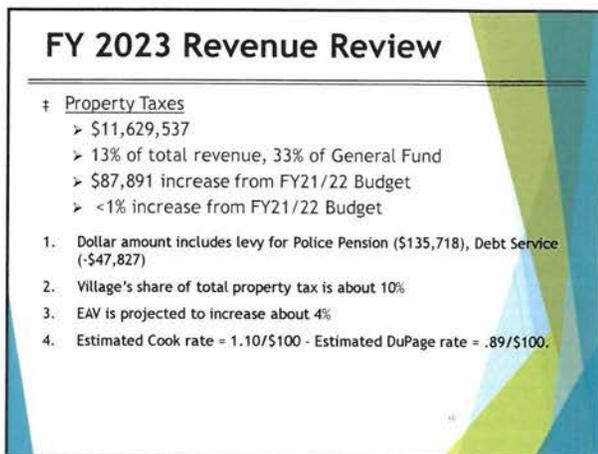
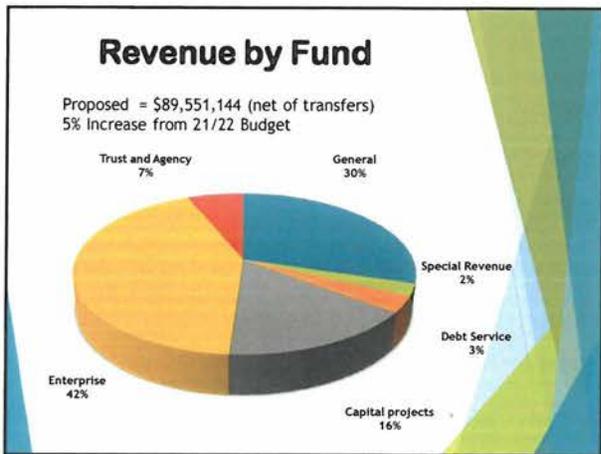
## Village of Bartlett Budget “More Than Just The Numbers”

- **The budget is an operation guide**
  - The budget describes activities, services and function of the village
  - Budget includes an organizational chart
  - Budget includes a personnel summary
- **The budget is a communication device**
  - Defines who develops, prepares, reviews and adopts budget
  - Provides a detailed budget message to board of trustees
  - Defines financial polices (Fund Balance) and long term capital planning (Capital Improvement Plan)
  - Budget includes statistical data to convey long term information to the public





## Village of Bartlett FY 2022/23 Revenue Review



### FY 2023 Revenue Review

---

‡ Other Taxes - Income Tax

- \$5,400,000
- 6% of total revenue, 20% of General Fund
- \$840,000 increase from FY21/22 Budget
- 18% increase from FY21/22 Budget

1. Village receives revenue based on per capita rate and population of 41,208. IML's latest estimate for FY 2022 = \$132.30 per capita
2. The IML is assuming the state doesn't change the LGDF rate.
3. State of Illinois rate is 4.95% and municipalities receive just about 6% of this

13

### FY 2023 Revenue Review

---

‡ Other Taxes - Local Use Tax

- \$1,600,000
- 2% of total revenue, 6% of General Fund
- \$700,000 increase from FY21/22 Budget
- 78% increase from FY21/22 Budget

1. Village receives revenue based on per capita rate and population of 41,208. IML latest update = \$37.50
2. Online tax collections are distributed as sales tax starting with January 2021 activity.
3. About 50% of use tax activity was moved to the sales tax budget in 21/22. It was down only about 15% due to the changes

14

### FY 2023 Revenue Review

---

‡ Other Taxes - Sales Tax

- \$3,400,000
- 4% of total revenue, 12.5% of General Fund
- No change from FY21/22 Budget

1. Village receives 1% tax of the 6.25% state rate on purchases made within the village
2. Online tax on sales is distributed as sales tax starting January 2021. It had been distributed on a per capita basis as use tax.
3. Sales tax sharing agreements are reflected as expenditures in Administration dept budget entitled "Economic Incentives"
4. Ace Hardware and Culver's have sales tax incentives. Car dealership agreement approved.

15

### FY 2023 Revenue Review

---

‡ Other Taxes - Home Rule Sales Tax

- \$2,500,000
- 3% of total revenue, 9% of General Fund
- \$120,000 increase from FY21/22 Budget
- 5% increase from FY21/22 Budget

1. Village receives 1% tax on general merchandise purchases made within the village and starting January 2021 on some online purchases delivered to Bartlett
2. Tax is collected by the state and distributed to the municipalities
3. The Home Rule tax began July 2018
4. Replaced natural gas and electric utility taxes

16

### FY 2023 Revenue Review

---

‡ Other Taxes - Real Estate Transfer Tax

- \$850,000
- 1% of total revenue, 3% of General Fund
- No change from FY21/22 Budget

1. Commercial property sales have had positive results over the past five years. Almost 30% is from commercial sales with three sales accounting for \$262,000.
2. Average sale price of a residential home was up over 15% to \$338,000 for May through December.

17

### FY 2023 Revenue Review

---

‡ Other Revenue - Development/Building Permits

- \$650,000
- 0.7% of total revenue, 2.4% of General Fund
- No change from FY21/22 Budget

1. Projected number of new residential permits is 75 up from 25 this year and 5 new commercial permits
2. Commercial and industrial permits have been waived or reduced to serve as an economic development incentive tool in the past
3. 3,800 miscellaneous permits are projected and are estimated to account for over 50% of the permit revenue

18

### FY 2023 Revenue Review

---

‡ Other Taxes - Gaming Tax

- \$325,000
- 0.4% of total revenue, 1% of General Fund
- \$75,000 increase from FY21/22 Budget
- 30% increase from FY21/22 Budget

1. Revenue is used to fund economic incentives
2. Estimate for FY21/22 is \$325,000

19

### FY 2023 Revenue Review

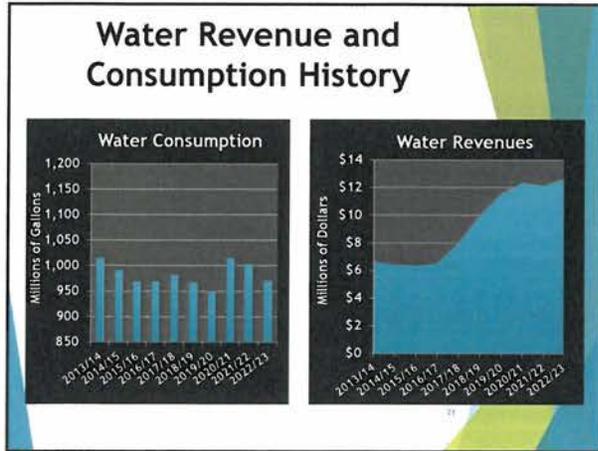
---

‡ Service Charges - Water Sales

- \$12,600,000
- 14% of total revenue
- \$600,000 increase from FY21/22 Budget
- 5% increase from FY21/22 Budget

1. Revenue is based upon consumption average with a proposed 5% rate increase
2. Average residential monthly water bill in proposed budget is \$74.09 based upon 6,000 gallons of usage per month
3. The last rate increase was effective May 1, 2019
4. Rates will continue to be reviewed as capital improvements are completed and consumption changes

20



### FY 2023 Revenue Review

---

‡ Service Charges - Sewer Sales

- \$6,550,000
- 7% of total revenue
- \$475,000 increase from FY21/22 Budget
- 8% increase from FY21/22 Budget

1. Increase was not implemented in 19/20 or 20/21
2. Debt service on WWTP loans expected to start fall of 2023
3. Average residential monthly sewer bill by county based on 6,000 gallons:
  - a) Cook = \$25.78/month
  - b) DuPage = \$46.96/month
  - c) Kane = \$19.19/month

### FY 2023 Revenue Review

---

‡ Service Charges - Golf

- \$1,272,600
- 1.4 % of total revenue
- \$82,050 increase from FY21/22 Budget
- 7% increase from FY21/22 Budget

1. Proposed budget projects 32,500 rounds of golf, a 750 round increase from the FY 2021/22 budget. Projection is down 450 rounds from the current year estimate
2. Proposed revenue budget is 4% above 21/22 estimate
3. Pro shop sales are budgeted at \$81,000, down 7%

### FY 2023 Revenue Review

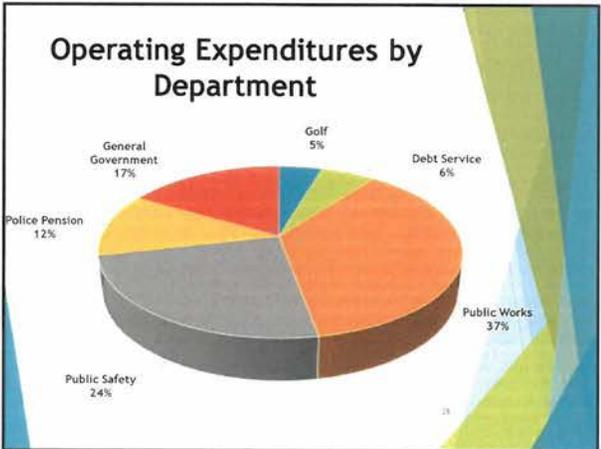
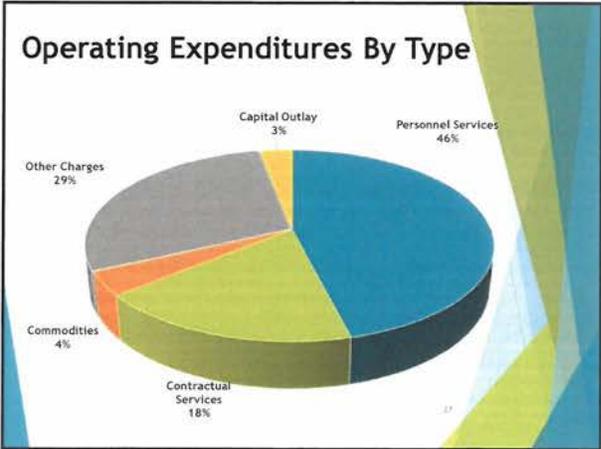
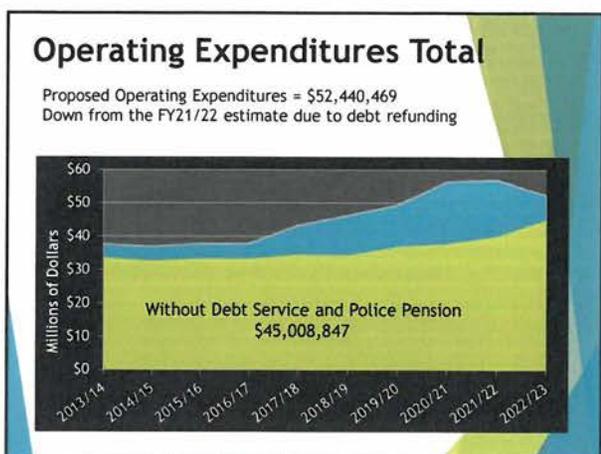
---

‡ Service Charges - Food and Beverage

- \$1,077,000
- 1.2% of total revenue
- \$26,000 increase from FY21/22 Budget
- 2% increase from FY21/22 Budget

1. Actual revenue for 21/22 is projected to be \$934,000.
2. The budget reflects an increase due to events already booked for next year

# Village of Bartlett FY 2022/23 Expenditure Review



## FY 2023 General Fund

- Estimated beginning cash balance \$16,583,478
- Budgeted revenues \$26,517,215
- Budgeted expenditures \$24,206,833
- Net transfers (\$5,299,827)
- Ending balance \$13,594,033

1. Budgeted use of available fund balance is \$989,445
2. TR to Central Services \$1,072,082, unchanged from prior year
3. TR to Vehicle Replacement \$617,374, increased \$100,472 for Streets Department
4. TR to Police Pension Fund \$2,203,621, equal to 2021 levy amount
5. TR in from MFT/Water/Sewer/Parking/Golf \$593,250, no change
6. TR to Municipal Building Fund \$2,000,000 for future projects

## FY 2023 Central Services

- Estimated beginning balance \$799,786
- Annual transfer from departments \$1,455,904
- Proposed budget for FY22/23 \$1,553,135
- Ending balance \$702,805

1. Operating expenses for FY22/23 \$1,381,135
2. Includes \$36,000 for threat response/endpoint security agreement
3. Machinery & Equipment for FY 22/23 is \$172,000

## FY 2023 Vehicle Replacement

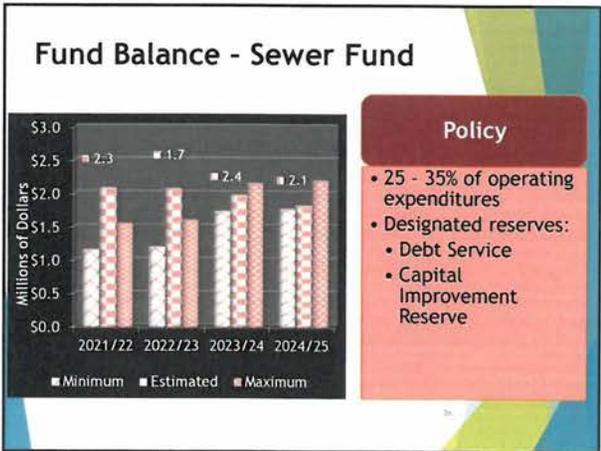
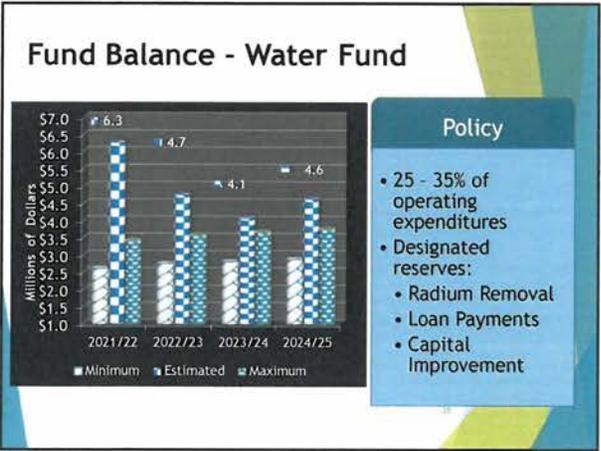
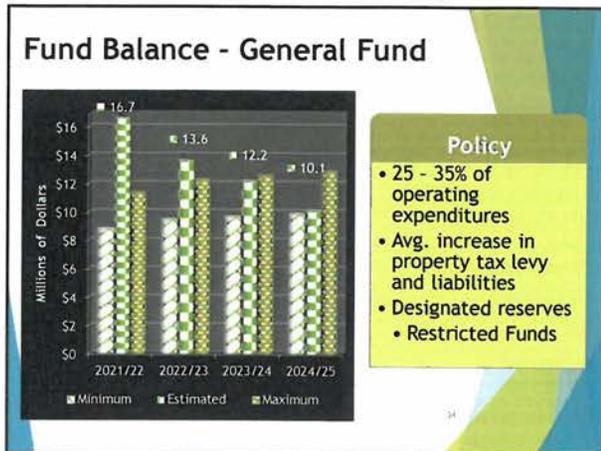
- Estimated beginning balance \$1,792,821
- Annual transfer from departments \$694,242
- Proposed budget for FY22/23 \$989,000
- Ending balance \$1,508,813
- Estimated expenses FY21/22 \$486,638

1. A total of 7 vehicles, 1 asphalt trailer and 1 greens roller are scheduled to be replaced in this budget
2. Two large dump trucks are still on order from the current year and one is not expected to be delivered until the 22/23 fiscal year
3. The Streets Department transfer amount was increased due to the increased cost of vehicles

## Budget Snapshot

- No new taxes or fees
- General property tax levy to be level after increase for brush pickup last year
- Non-union wage increase of 3.0% factored in
- Net of three employees being added
- Proposed water and sewer rate increases
- Capital improvement projects totaling \$27 million

# Village of Bartlett FY 2022/23 Fund Balance Review





**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 3/1/2022

**1100-VILLAGE BOARD/ADMINISTRATION**

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	REPORT COVERS	46.68
1 WAREHOUSE DIRECT	STACK CHAIRS	650.00
<b>INVOICES TOTAL:</b>		<b>696.68</b>

**542100-REBATES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MERCH FOODS ONE INC	SALES TAX REBATE FOR 2021	9,010.49
1 ZIEGLER'S ACE HARDWARE	SALES TAX REBATE FOR 2021	6,668.81
<b>INVOICES TOTAL:</b>		<b>15,679.30</b>

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LARA SOLONICKNE	SPEAKER/SEARS HOME PRESENTATION	300.00
<b>INVOICES TOTAL:</b>		<b>300.00</b>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCEL GLINK P.C.	LEGAL SERVICES	1,053.25
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	77.50
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	175.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	45.00
<b>INVOICES TOTAL:</b>		<b>2,275.75</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLA INC	TRAFFIC STUDY REVIEW	990.00
1 BLA INC	TRAFFIC ANALYSIS	360.00
1 HAMPTON LENZINI AND RENWICK INC	MAGNOLIA PARK REVIEW	4,050.00
1 HAMPTON LENZINI AND RENWICK INC	HANOVER TWSHP CAMPUS EXPANSION	3,072.50
1 HAMPTON LENZINI AND RENWICK INC	BARTLETT AUTOMOTIVE MALL	1,077.50
1 HAMPTON LENZINI AND RENWICK INC	ON-CALL ENGINEERING SERVICES	3,150.00
1 HAMPTON LENZINI AND RENWICK INC	STORMWATER & WETLAND REVIEWS	2,501.25
<b>INVOICES TOTAL:</b>		<b>15,201.25</b>

**523600-SOCIAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM	4,494.04
<b>INVOICES TOTAL:</b>		<b>4,494.04</b>

\*\* Indicates pre-issue check.

VILLAGE OF BARTLETT  
DETAIL BOARD REPORT  
INVOICES DUE ON/BEFORE 3/1/2022

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	146.80
	<u>INVOICES TOTAL:</u>	<u>146.80</u>

**529000-OTHER CONTRACTUAL SERVICES**

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

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BADGE CLIPS/CHAIR ARMREST PADS	17.49
1 CENTURY PRINT & GRAPHICS	A/P CHECK FORMS	203.34
1 WAREHOUSE DIRECT	TONER	260.70
1 WAREHOUSE DIRECT	TONER	205.10
1 WAREHOUSE DIRECT	POCKET FILES/SUPPLIES	165.84
	<u>INVOICES TOTAL:</u>	<u>852.47</u>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	TIF NOTE PAYOUT	21.52
	<u>INVOICES TOTAL:</u>	<u>21.52</u>

**1500-PLANNING & DEV SERVICES**

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	179.43
	<u>INVOICES TOTAL:</u>	<u>179.43</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DELL MARKETING L.P.	MONITORS FOR BUILDING MANAGER	544.00
	<u>INVOICES TOTAL:</u>	<u>544.00</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JAN 22	414.59
	<u>INVOICES TOTAL:</u>	<u>414.59</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CODE BOOK FAST TABS	15.95

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 3/1/2022

1 AMAZON CAPITAL SERVICES INC	CREDIT - RETURN	-11.96
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	72.00
<b>INVOICES TOTAL:</b>		<b>75.99</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 IL ENVIRONMENTAL HEALTH ASSOC	SPRING CONFERENCE TUITION FEE	75.00
1 SUBURBAN BUILDING OFFICIALS CONF	ANNUAL TRAINING INSTITUTE FEES	375.00
1 SUBURBAN BUILDING OFFICIALS CONF	ANNUAL TRAINING INSTITUTE FEES	125.00
<b>INVOICES TOTAL:</b>		<b>575.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN BUILDING OFFICIALS CONF	ANNUAL MEMBERSHIP RENEWAL	75.00
<b>INVOICES TOTAL:</b>		<b>75.00</b>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	162.99
1 VERIZON WIRELESS	WIRELESS SERVICES	456.23
<b>INVOICES TOTAL:</b>		<b>619.22</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRACEY DENDINGER	DESIGN SOFTWARE PROGRAM	99.95
<b>INVOICES TOTAL:</b>		<b>99.95</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	854.70
1 MR CAR WASH	CAR WASHES/DEC-FEB 2022	98.67
1 RAY ALLEN MANUFACTURING LLC	K9 MAT	99.99
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	307.25
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	119.42
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	WIPER BLADE	18.00
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	326.40
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 WOODSTOCK POWERSPORTS	POLARIS RANGER REPAIRS	542.93
<b>INVOICES TOTAL:</b>		<b>2,427.21</b>

**526050-VEHICLE SET UP**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ULTRA STROBE COMMUNICATIONS INC	PATROL VEHICLE EQUIPMENT	1,316.69

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 3/1/2022

1 ULTRA STROBE COMMUNICATIONS INC	PATROL VEHICLE EQUIPMENT	930.75
1 ULTRA STROBE COMMUNICATIONS INC	PATROL VEHICLE EQUIPMENT	930.75
1 ULTRA STROBE COMMUNICATIONS INC	PATROL VEHICLE EQUIPMENT	930.75
<u>INVOICES TOTAL:</u>		<u>4,108.94</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE FINER LINE INC	AWARDS/ENGRAVING FEES	338.00
1 HEARTLAND ANIMAL HOSPITAL PC	MAVERICK EXAM	48.80
1 WAREHOUSE DIRECT	INK CARTRIDGE	133.30
1 WAREHOUSE DIRECT	INK CARTRIDGE/OFFICE SUPPLIES	97.72
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	196.53
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	76.50
<u>INVOICES TOTAL:</u>		<u>890.85</u>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	COLLAR INSIGNIA	23.55
1 STREICHER'S INC	ADJUSTABLE CAP	24.99
<u>INVOICES TOTAL:</u>		<u>48.54</u>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	MONTHLY SOFTWARE SUBSCRIPTION	224.63
<u>INVOICES TOTAL:</u>		<u>224.63</u>

**530125-SHOOTING RANGE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AXON ENTERPRISE INC	TASER SUPPLIES	5,860.00
<u>INVOICES TOTAL:</u>		<u>5,860.00</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JAN 22	10,870.42
<u>INVOICES TOTAL:</u>		<u>10,870.42</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DRY ERASE BOARD	45.59
1 WAREHOUSE DIRECT	INK CARTRIDGE/OFFICE SUPPLIES	52.30
1 WAREHOUSE DIRECT	PENS/FOLDERS/SUPPLIES	84.80
1 WAREHOUSE DIRECT	NOTARY STAMP	37.50
1 WAREHOUSE DIRECT	NOTE PADS	34.37
<u>INVOICES TOTAL:</u>		<u>254.56</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
--------	---------------------	----------------

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 3/1/2022

1 AMAZON CAPITAL SERVICES INC	CLEANING MATERIALS	116.94
	<b>INVOICES TOTAL:</b>	<b>116.94</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRACEY DENDINGER	TRAINING EXPENSES	35.40
** 1 KANE COUNTY CHIEFS OF POLICE	OFFICER OF THE YEAR BANQUET	360.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	125.00
	<b>INVOICES TOTAL:</b>	<b>520.40</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A CHILD IS MISSING INC	ALERT PROGRAM PARTICIPATION	500.00
	<b>INVOICES TOTAL:</b>	<b>500.00</b>

**544001-PRISONER DETENTION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	21.43
	<b>INVOICES TOTAL:</b>	<b>21.43</b>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	PUBLIC NOTICE/RULES & REGULATIONS	25.50
1 TRANS UNION LLC	BACKGROUND CHECK FEES	122.04
	<b>INVOICES TOTAL:</b>	<b>147.54</b>

**570105-EQUITABLE SHARING EXPENSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ULTRA STROBE COMMUNICATIONS INC	PATROL VEHICLE EQUIPMENT	1,316.69
	<b>INVOICES TOTAL:</b>	<b>1,316.69</b>

**1800-STREET MAINTENANCE**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	BID NOTICE/ONEIDA BASIN	85.50
	<b>INVOICES TOTAL:</b>	<b>85.50</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	23.80
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	230.47
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	28.80
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,597.43
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	54.63
	<b>INVOICES TOTAL:</b>	<b>1,935.13</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 3/1/2022**

**524230-SNOW PLOWING CONTRACTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AJD CONCRETE CONSTRUCTION CORP	SNOW REMOVAL SERVICES	11,565.00
1 CORNERSTONE LAND & LAWN INC	SNOW REMOVAL SERVICES	2,925.00
1 HENSON CONCRETE CONSTRUCTION	SNOW REMOVAL SERVICES	4,657.50
1 S & B PLOWING & SNOW REMOVAL	SNOW REMOVAL SERVICES	2,700.00
	<b>INVOICES TOTAL:</b>	<b>21,847.50</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERSTATE BILLING SERVICE INC	VEHICLE MAINTENANCE	1,690.65
1 SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	389.53
	<b>INVOICES TOTAL:</b>	<b>2,080.18</b>

**527100-SERVICES TO MAINTAIN STREETS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DTN LLC	WEATHER INFORMATION SERVICE	693.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
	<b>INVOICES TOTAL:</b>	<b>723.00</b>

**527112-SERVICE TO MAINTAIN STR LIGHTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JERRY'S WELDING INC	STREET LIGHT BASE REPAIRS	310.00
1 MATRIX UTILITY CONSTRUCTION LTD	ELECTRICAL CONDUIT INSTALLATION	941.66
	<b>INVOICES TOTAL:</b>	<b>1,251.66</b>

**527140-TREE TRIMMING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	CYCLE TREE TRIMMING	15,400.00
	<b>INVOICES TOTAL:</b>	<b>15,400.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	205.61
1 AMAZON CAPITAL SERVICES INC	I-PHONE CAR CHARGERS	28.69
1 DULTMEIER SALES LLC	MATERIALS & SUPPLIES	37.52
1 GRAINGER	DRY ERASE MARKER SET	21.97
1 GRAINGER	MATERIALS & SUPPLIES	26.70
1 MONROE TRUCK EQUIPMENT INC	MATERIALS & SUPPLIES	1,086.10
1 RANDALL PRESSURE SYSTEMS INC	MATERIALS & SUPPLIES	232.75
	<b>INVOICES TOTAL:</b>	<b>1,639.34</b>

**532010-FUEL PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JAN 22	10,725.55

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 3/1/2022

INVOICES TOTAL: 10,725.55

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOXIT SOFTWARE INCORPORATED	FOXIT PDF EDITOR PRO	214.76
1 WAREHOUSE DIRECT	BATH TISSUE/KLEENEX	62.45
<u>INVOICES TOTAL:</u>		<u>277.21</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	769.79
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	389.00
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	1,190.00
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	361.20
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	150.54
<u>INVOICES TOTAL:</u>		<u>2,860.53</u>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M COMPANY	SIGN MAKING MATERIALS	2,197.89
1 GRIMCO INC	SIGN MAKING MATERIALS	236.31
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	842.10
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	85.05
<u>INVOICES TOTAL:</u>		<u>3,361.35</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KINNEY HEATING & AIR	HEATING UNIT REPAIRS	875.00
1 STEINER ELECTRIC COMPANY	LIGHT FIXTURES	876.68
1 WEBMARC DOORS INC	PEDESTRIAN DOOR INSTALLATION	1,390.01
<u>INVOICES TOTAL:</u>		<u>3,141.69</u>

**534800-STREET LIGHTS MAINT MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTANT ELECTRIC SUPPLY CO	STREET LIGHTING MATERIALS	2,395.00
1 STEINER ELECTRIC COMPANY	STREET LIGHTING MATERIALS	468.24
1 STEINER ELECTRIC COMPANY	STREET LIGHTING MATERIALS	340.91
<u>INVOICES TOTAL:</u>		<u>3,204.15</u>

**3000-DEBT SERVICE EXPENDITURES**

**523700-AGENTS FEES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPUTERSHARE TRUST COMPANY N.A.	AGENT FEES/SERIES 2016	500.00
1 UMB BANK N.A.	AGENT FEES/SERIES 2021B	318.00
1 UMB BANK N.A.	AGENT FEES/SERIES 2021A	318.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 3/1/2022**

INVOICES TOTAL: 1,136.00

**430000-DEVELOPER DEPOSITS FUND**

**245000-DONATIONS DUE TO LIBRARY**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT PUBLIC LIBRARY	DEVELOPER DONATIONS DISBURSEMENT	13,675.48
	<u>INVOICES TOTAL:</u>	<u>13,675.48</u>

**245001-DONATIONS DUE TO FIRE DISTRICT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT FIRE PROTECTION DISTRICT	DEVELOPER DONATIONS DISBURSEMENT	18,907.09
	<u>INVOICES TOTAL:</u>	<u>18,907.09</u>

**245002-DONATIONS DUE TO PARK DISTRICT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT PARK DISTRICT	DEVELOPER DONATIONS DISBURSEMENT	63,064.00
	<u>INVOICES TOTAL:</u>	<u>63,064.00</u>

**5000-WATER OPERATING EXPENSES**

**520025-DWC WATER AGREEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - DECEMBER 21	455,744.03
	<u>INVOICES TOTAL:</u>	<u>455,744.03</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	370.24
	<u>INVOICES TOTAL:</u>	<u>370.24</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	189.21
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	71.65
1 NICOR GAS	GAS BILL	756.46
	<u>INVOICES TOTAL:</u>	<u>1,017.32</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	LEAD TEST SWABS	24.98
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	365.87
	<u>INVOICES TOTAL:</u>	<u>390.85</u>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
--------	---------------------	----------------

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 3/1/2022

1 CORE & MAIN LP	MAINTENANCE SUPPLIES	290.25
1 USA BLUE BOOK	WISE GRIPS/PRESSURE GAUGE	293.27
	<u>INVOICES TOTAL:</u>	<u>583.52</u>

**532000-AUTOMOTIVE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WEX BANK	FUEL PURCHASES - JAN 22	746.66
	<u>INVOICES TOTAL:</u>	<u>746.66</u>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	BATH TISSUE/KLEENEX	62.45
	<u>INVOICES TOTAL:</u>	<u>62.45</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	166.50
	<u>INVOICES TOTAL:</u>	<u>166.50</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 MATRIX UTILITY CONSTRUCTION LTD	ELECTRICAL CONDUIT INSTALLATION	941.67
	<u>INVOICES TOTAL:</u>	<u>941.67</u>

**534600-BUILDING MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WEBMARC DOORS INC	PEDESTRIAN DOOR INSTALLATION	1,390.01
	<u>INVOICES TOTAL:</u>	<u>1,390.01</u>

**547072-DWC CAPITAL BUY IN PRINCIPAL**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - DECEMBER 21	36,196.20
	<u>INVOICES TOTAL:</u>	<u>36,196.20</u>

**500000-WATER FUND**

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

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 PAM RENALLO	REFUND/WATER BILL OVERPAYMENT	103.29
1 WILLIAM RYAN HOMES INC	REFUND/1261 HIGHPOINT CT	49.17
	<u>INVOICES TOTAL:</u>	<u>152.46</u>

**5090-WATER CAPITAL PROJECTS EXP**

**581031-LEAK SURVEY/REPAIR**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
---------------	----------------------------	-----------------------

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 3/1/2022**

1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	663.00
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	745.50
		<u>INVOICES TOTAL:</u>
		<u>1,408.50</u>

**581038-VILLAGE SYSTEM IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	PUMP STATION MODIFICATIONS	1,548.50
		<u>INVOICES TOTAL:</u>
		<u>1,548.50</u>

**5100-SEWER OPERATING EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	239.18
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	305.12
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	343.14
		<u>INVOICES TOTAL:</u>
		<u>887.44</u>

**524210-SLUDGE REMOVAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	7,635.00
		<u>INVOICES TOTAL:</u>
		<u>7,635.00</u>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENT	897.38
		<u>INVOICES TOTAL:</u>
		<u>897.38</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	205.62
1 CALCO LTD	DEMINERALIZER	144.00
1 USA BLUE BOOK	MATERIALS & SUPPLIES	142.33
		<u>INVOICES TOTAL:</u>
		<u>491.95</u>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 USA BLUE BOOK	EARMUFFS & FACE SHIELDS	553.53
		<u>INVOICES TOTAL:</u>
		<u>553.53</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JAN 22	1,040.68
		<u>INVOICES TOTAL:</u>
		<u>1,040.68</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
--------	---------------------	----------------

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 3/1/2022**

1 AUTOZONE INC	MAINTENANCE SUPPLIES	45.78
1 PAXXO (USA) INC	MAINTENANCE SUPPLIES	1,054.56
<b>INVOICES TOTAL:</b>		<b>1,100.34</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 MATRIX UTILITY CONSTRUCTION LTD	ELECTRICAL CONDUIT INSTALLATION	941.67
<b>INVOICES TOTAL:</b>		<b>941.67</b>

**5190-SEWER CAPITAL PROJECTS EXP**

**582027-WWTP FACILITY IMPROVEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF - RPR	748.09
1 STRAND ASSOCIATES INC	WRF/CONTRACT ADMIN	31,300.00
<b>INVOICES TOTAL:</b>		<b>32,048.09</b>

**5200-PARKING OPERATING EXPENSES**

**523800-RENT TO RAILROAD**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 METRA	QTRLY LEASE PYMT/NOV-JAN 2022	744.30
<b>INVOICES TOTAL:</b>		<b>744.30</b>

**524120-UTILITIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMCAST	INTERNET SERVICE	131.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	90.94
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	55.12
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	554.40
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	49.92
<b>INVOICES TOTAL:</b>		<b>882.28</b>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GALLUS GOLF LLC	MOBILE APP MONTHLY LICENSE FEE	250.00
1 GALLUS GOLF LLC	MOBILE APP MONTHLY LICENSE FEE	250.00
1 GALLUS GOLF LLC	MOBILE APP MONTHLY LICENSE FEE	250.00
1 GALLUS GOLF LLC	MOBILE APP MONTHLY LICENSE FEE	250.00
1 GALLUS GOLF LLC	MOBILE APP MONTHLY LICENSE FEE	250.00
1 GALLUS GOLF LLC	MOBILE APP MONTHLY LICENSE FEE	250.00
<b>INVOICES TOTAL:</b>		<b>1,500.00</b>

**524100-BUILDING MAINTENANCE SERVICES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
---------------	----------------------------	-----------------------

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 3/1/2022

1 GREAT LAKES SERVICE	WALK-IN COOLER REPAIRS	437.17
1 JENSEN'S PLUMBING & HEATING INC	HEATING UNIT REPAIRS	436.50
1 ZIEGLER'S ACE HARDWARE	MAINTENANCE SUPPLIES	406.32
	<b>INVOICES TOTAL:</b>	<b>1,279.99</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	30.68
1 NICOR GAS	GAS BILL	1,384.29
	<b>INVOICES TOTAL:</b>	<b>1,414.97</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	VACUUM CLEANER	59.99
1 AMAZON CAPITAL SERVICES INC	WALL MIRROR/STORAGE BASKETS	213.48
1 HORNUNG'S GOLF PRODUCTS INC	GOLF TEES	229.45
	<b>INVOICES TOTAL:</b>	<b>502.92</b>

**534333-PURCHASES - GOLF CLUBS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIZUNO USA INC - NDC	GOLF CLUBS	294.04
1 MIZUNO USA INC - NDC	GOLF CLUBS	1,310.90
1 MIZUNO USA INC - NDC	GOLF CLUBS	331.24
	<b>INVOICES TOTAL:</b>	<b>1,936.18</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 COOK COUNTY TREASURER	PIN 06-34-100-026-0000	15.70
	<b>INVOICES TOTAL:</b>	<b>15.70</b>

**5510-GOLF MAINTENANCE EXPENSES**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
	<b>INVOICES TOTAL:</b>	<b>175.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	10.22
1 NICOR GAS	GAS BILL	473.58

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 3/1/2022

1 NICOR GAS	GAS BILL	461.42
		<b>INVOICES TOTAL: 945.22</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	298.03
		<b>INVOICES TOTAL: 298.03</b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SERVICE	19.00
1 COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES/LEAK REPAIR	60.00
		<b>INVOICES TOTAL: 79.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	5.11
1 NICOR GAS	GAS BILL	230.71
		<b>INVOICES TOTAL: 235.82</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	144.01
		<b>INVOICES TOTAL: 144.01</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	159.50
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	500.00
		<b>INVOICES TOTAL: 659.50</b>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALSCO	LINEN SERVICES	73.84
1 ALSCO	LINEN SERVICES	79.75
		<b>INVOICES TOTAL: 153.59</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	VALENTINE'S BRUNCH ADVERTISING	60.00
1 THE KNOT WORLDWIDE INC	ADVERTISING	882.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 3/1/2022**

INVOICES TOTAL: 942.00

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	5.11
1 NICOR GAS	GAS BILL	230.71
	<u>INVOICES TOTAL:</u>	<u>235.82</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MLA WHOLESALE INC	FLOWERS	48.95
1 MLA WHOLESALE INC	FLOWERS	62.75
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	200.00
	<u>INVOICES TOTAL:</u>	<u>311.70</u>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	521.22
1 GRECO AND SONS INC	CREDIT - OVERPAYMENT	-113.35
1 GRECO AND SONS INC	CREDIT - RETURN	-89.97
1 GRECO AND SONS INC	FOOD PURCHASE	386.36
1 GRECO AND SONS INC	FOOD PURCHASE	919.91
1 IL GIARDINO DEL DOLCE INC	PASTRIES & COOKIES	147.50
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	3,489.98
	<u>INVOICES TOTAL:</u>	<u>5,261.65</u>

**6000-CENTRAL SERVICES EXPENSES**

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUELAKE SOFTWARE	KOFAX ANNUAL SUPPORT RENEWAL	2,506.00
1 NETWRIX CORPORATION	ANNUAL MAINTENANCE AGREEMENT	994.25
	<u>INVOICES TOTAL:</u>	<u>3,500.25</u>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CREEKSIDE PRINTING	FEBRUARY/MARCH BARTLETTER	4,220.43
	<u>INVOICES TOTAL:</u>	<u>4,220.43</u>

**523001-PERSONNEL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PHYSICIANS IMMEDIATE CARE - CHICAGO	PERSONNEL TESTING	450.00
	<u>INVOICES TOTAL:</u>	<u>450.00</u>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
--------	---------------------	----------------

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 3/1/2022

1 ACTION LOCK & KEY INC	DOOR OPENER REPAIRS	180.00
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	239.60
1 BUCKEYE POWER SALES CO INC	GENERATOR REPAIRS	1,415.96
1 MIDWEST MECHANICAL	HEATING UNIT REPAIRS	1,435.26
1 MIDWEST MECHANICAL	HVAC UNIT REPAIRS	825.89
<u>INVOICES TOTAL:</u>		<u>4,096.71</u>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,207.02
<u>INVOICES TOTAL:</u>		<u>4,207.02</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	730.53
<u>INVOICES TOTAL:</u>		<u>730.53</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BADGE CLIPS/CHAIR ARMREST PADS	46.90
1 AMAZON CAPITAL SERVICES INC	BATTERY BACKUP POWER SUPPLIES	1,065.30
1 AMAZON CAPITAL SERVICES INC	INK FOR PLOTTER	271.45
1 FOXIT SOFTWARE INCORPORATED	FOXIT PDF EDITOR MAINTENANCE	124.04
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	269.99
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	90.05
<u>INVOICES TOTAL:</u>		<u>1,867.73</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TEE JAY SERVICE COMPANY INC	EXTERIOR ENTRANCE DOOR REPAIRS	713.00
<u>INVOICES TOTAL:</u>		<u>713.00</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DVD PLAYER	159.99
1 TOWN & COUNTRY GARDENS	FLOWERS	274.97
<u>INVOICES TOTAL:</u>		<u>434.96</u>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DELL MARKETING L.P.	REPLACEMENT COMPUTERS	10,437.50
<u>INVOICES TOTAL:</u>		<u>10,437.50</u>

**GRAND TOTAL: 829,670.30**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
INVOICES DUE ON/BEFORE 3/1/2022

GENERAL FUND	138,196.93
DEBT SERVICE FUND	1,136.00
DEVELOPER DEPOSITS FUND	95,646.57
WATER FUND	500,718.91
SEWER FUND	45,596.08
PARKING FUND	1,626.58
GOLF FUND	16,091.10
CENTRAL SERVICES FUND	30,658.13
<b>GRAND TOTAL</b>	<b>829,670.30</b>

\*\* Indicates pre-issue check.

**A PROCLAMATION RECOGNIZING BARTLETT FIRE PROTECTION DISTRICT and  
BARTLETT PUBLIC WORKS CREWS FOR GOING ABOVE & BEYOND BATTLING  
A MASSIVE WAREHOUSE FIRE**

**WHEREAS** the fire at a 250,000 square foot document storage facility on Humbracht Circle in the Brewster Creek Business Park began at approximately 10 a.m. on Thursday, February 3, when a “few boxes” reportedly ignited; and

**WHEREAS** the warehouse was stacked floor to ceiling with boxes of documents that provided substantial fuel for the fire that escalated quickly and burned for six days after tumbling storage racks blew firefighters “off their feet,” took out the sprinkler system, and seriously compromised the structural integrity of the building; and

**WHEREAS** a rotation of about 40 firefighters at a time worked around-the-clock during the multi-day fire, battling not only the blaze but single-digit temperatures that caused pumps, waterlines and the surrounding ground to freeze; and

**WHEREAS** indomitable Bartlett Fire Chief William Gabrenya said “he has never experienced anything like what his agency dealt with” that week and remains grateful, as we all do, that no injuries occurred, adding also that “a lot of people really stepped up,” including dozens of neighboring fire departments that assisted with equipment and personnel and community members who dropped off food and beverages; and

**WHEREAS** the fire district received invaluable assistance with traffic direction, equipment, lighting and setting up portable toilets and warming tents from Hanover Township emergency services, Bartlett public works and police, PW crews deserve a special, loud shoutout for helping to maintain vital water levels when the fire district, at times, was using an estimated 2,000 to 3,000 gallons per minute; and

**WHEREAS** all of these remarkable first responders did not just meet their responsibilities during this municipal emergency, they far exceeded expectations, overcoming challenging conditions, risking their own health and safety and working without pause to ensure the safety and well-being of our community.

**NOW, THEREFORE,** I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby call upon all Bartlett citizens to recognize and honor the Bartlett Fire Protection District and everyone who supported them during this critical event; and to furthermore extend our immense gratitude to each and every one of these heroic and selfless individuals.

Dated this 1<sup>st</sup> Day of March 2022



---

Kevin Wallace, Village President



# Agenda Item Executive Summary

Item Name    Wheaton Eye Clinic

Committee  
or Board    Board

## BUDGET IMPACT

Amount:    N/A

Budgeted    N/A

List what  
fund    N/A

## EXECUTIVE SUMMARY

The petitioner is requesting a **site plan amendment** for a 2,150 square-foot addition to an existing medical facility, located at 980 S Rt 59 (formerly Fifth Third Bank).

The proposed addition would include four additional exam rooms and an expanded waiting room area which would increase the parking requirement from 26 spaces to 34 spaces.

The petitioner is also requesting a **variation** to allow parking in the required side yards in order to meet the parking requirement for the addition.

The **Zoning Board of Appeals** reviewed the petitioner's **variation** request and conducted the requisite public hearing at their meeting on January 6, 2022. The Zoning Board of Appeals recommended **approval** of the variation based upon the findings of fact outlined in the staff report.

The **Plan Commission** reviewed the petitioner's request for a **site plan amendment** at their February 10, 2022 meeting. The Plan Commission recommended **approval** of the site plan subject to the findings of fact and conditions outlined in the staff report.

*This item is being forwarded directly to the Village Board to facilitate the proposed development.*

## ATTACHMENTS (PLEASE LIST)

PDS memo, ordinance with exhibits, minutes from the ZBA and PC meetings, cover letter, application, location map, floor plan, and previously approved site plan

## ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance - Move to approve Ordinance #2022-\_\_\_\_\_ An Ordinance Approving A Site Plan Amendment And Granting A Variation For Wheaton Eye Clinic
- Motion

Staff:    Roberta Grill, Planning & Development Services Director

Date:    2.18.2022

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**22-10**

DATE: February 16, 2022  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta B. Grill, PDS Director *RBG*  
RE: **(#21-10) Wheaton Eye Clinic**

---

**PETITIONER**

Ben Rugaard on behalf of the Wheaton Eye Clinic

**SUBJECT SITE**

980 S Rt 59 — (Formerly Fifth Third Bank)

**REQUEST**

**Site Plan Amendment**

*This item is being forwarded directly to the Village Board to facilitate the proposed development.*

**SURROUNDING LAND USES**

<b>Subject Site</b>	<b><u>Land Use</u></b> <b>Commercial</b>	<b><u>Comprehensive Plan</u></b> <b>Commercial</b>	<b><u>Zoning</u></b> <b>B-4</b>
North	Commercial	Commercial	B-4
South	Forest Preserve	Open Space/Recreation	SR-3
East	Commercial	Commercial	B-2 PUD
West	Storm Water Detention	Commercial	B-4

**ZONING HISTORY**

This property was annexed into the village by ordinances #1963-07 and #1976-35. The northern portion of this property was zoned B Business, and the southern portion was zoned R-1 Single Family Residence. Ordinance #1984-42 rezoned the northern portion of the property to B-4 Community Shopping District and the southern portion of the property to SR-1 PUD. The southern portion of the property was then rezoned to SR3-PUD by ordinance #1986-01. The southern portion of the property was rezoned to B-4

in 1992.

This property is lot #5 of the Home Depot Subdivision created by ordinance #2000-85. Ordinance #2003-152 approved a site plan and granted a special use permit for a drive through for a bank.

### **DISCUSSION**

1. The petitioner is requesting a **site plan amendment** for a 2,150 square-foot addition where the existing drive through canopy is located. (The Wheaton Eye Clinic occupied this facility in June of 2021.)
2. The proposed addition would include four (4) additional exam rooms and an expanded waiting room area which would increase the parking requirement from 26 spaces to 34 spaces.
3. The parking lot on the north side of the building would be reconfigured to allow for 18 spaces, with 8 new parking spaces proposed on the south side of the building. The site plan identifies a total of 36 parking spaces, including 2 accessible spaces, which exceeds the Zoning Ordinance requirement of 34 spaces.
4. The petitioner is also requesting a **variation** to allow parking in the required side yards (along the north and south property lines) to meet the parking requirement for the proposed addition.
5. Staff has approved the landscape, photometric plans, and engineering plans.

### **RECOMMENDATION**

1. The Staff recommends approval of the Petitioner's request for a site plan amendment subject to the following conditions and findings of fact:
  - A. Building permits shall be required for all construction activities;
  - B. Village Engineer approval of the final engineering plans;
  - C. Landscaping must be installed within one year of the issuance of a building permit;
  - D. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to the planning & development services department for review and approval by the village forester and a bond posted in the approved amount for its future installation;
  - E. Findings of fact (site plan):
    - i. That the proposed medical office is allowed as a permitted use in the B-4 Zoning District;

- ii. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
  - iii. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
  - iv. That the site plan provides for the safe movement of pedestrians within the site;
  - v. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
  - vi. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.
2. The **Plan Commission** reviewed the petitioner's request for a site plan amendment at their February 10, 2022 meeting. The **Plan Commission recommended approval** subject to the conditions and findings of fact recommended above by the staff.
3. The **Zoning Board of Appeals** reviewed the petitioner's variation request and conducted the requisite public hearing on January 6, 2022. The **Zoning Board of Appeals recommended approval** based upon the following findings of fact:
  - A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
  - B. That conditions upon which the petition for the variation are based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.
  - C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.
  - D. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.
  - E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
  - F. That the proposed variation will not impair an adequate supply of

light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.

- G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.
4. An ordinance with exhibits, the minutes of the Zoning Board of Appeals and Plan Commission meetings and background materials are attached for your review and consideration

dk/attachments

x:\comdev\memos 2022\010\_wheaton eye clinic\_vb.docx

ORDINANCE 2022 - \_\_\_\_\_

AN ORDINANCE APPROVING A SITE PLAN AMENDMENT AND GRANTING A  
VARIATION FOR WHEATON EYE CLINIC

---

**WHEREAS**, 980 Realty, LLC (the “Owner”) is the owner of 980 S Rt 59, Bartlett, Illinois, zoned B-4 (Community Shopping District), legally described on **Exhibit A**, and referred to herein as the “Subject Property”; and

**WHEREAS**, Ben Rugaard of E.P. Doyle & Son, LLC, on behalf of the owner, (the “Petitioner”), has filed a petition (the “Petition”) for a site plan amendment (the “Site Plan Amendment”), and a variation to allow parking in the required side yards (the “Variation”) on the Subject Property; and

**WHEREAS**, the Owner of the Subject Property has consented to the Petition of Ben Rugaard; and

**WHEREAS**, the Bartlett Plan Commission reviewed the Petition with respect to the Site Plan Amendment at its meeting on February 10, 2022 (Case #21-10) and has recommended to the Corporate Authorities that the Site Plan Amendment be approved subject to the conditions and findings of fact set forth in its report; and;

**WHEREAS**, the Bartlett Zoning Board of Appeals conducted a public hearing at its meeting on January 6, 2022 with respect to the Petition for the Variation to allow parking

in the required side yards and has recommended to the Corporate Authorities that the Variation be granted, subject to the findings of fact outlined in its report; and

**WHEREAS**, the Corporate Authorities have determined that it is in the public interest to approve of the Site Plan Amendment recommended by the Plan Commission based on its findings of fact and conditions set forth in its report and in Sections One and Five of this Ordinance; and

**WHEREAS**, the Corporate Authorities have determined that it is in the public interest to grant the Variation recommended by the Zoning Board of Appeals based on the findings of fact set forth in Section Three of this Ordinance;

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

**SECTION ONE:** That based in part on the conditions set forth in Section Five of this Ordinance, the Corporate Authorities do hereby make the following findings of fact with respect to the Site Plan (hereinafter defined):

- A. That the proposed optometrist office is a permitted use in the B-4 Zoning District;
- B. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;

- C. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
- D. That the site plan provides for the safe movement of pedestrians within the site;
- E. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
- F. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.

**SECTION TWO:** That the site plan prepared by Webster, McGrath & Ahlberg, LTD., last revised October 25, 2021 (the "Site Plan") attached hereto as **Exhibit B** and expressly made a part of this Ordinance, the Addition Elevations, prepared by DD MR Planning dated October 16, 2020 (the "Elevations") attached hereto as **Exhibit C**; the Landscape Plan prepared by Webster, McGrath & Ahlberg, LTD., last revised October 25, 2021 (the "Landscape Plan") attached hereto as **Exhibit D**; are expressly made a part of this Ordinance by this reference and which are collectively referred to herein as the "Amended Site Plan", and are hereby approved, based upon the findings set forth in Sections One and Three of this Ordinance, but subject to the conditions set forth in Section Five of this Ordinance.

**SECTION THREE:** The Corporate Authorities do hereby make the following findings of fact pertaining to the Variation on the Subject Property based in part on the conditions set forth in Section Five of this Ordinance:

- A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the zoning regulations were carried out.
- B. That conditions upon which the petition for the Variation is based are unique to the Subject Property for which the Variations are sought and are not applicable, generally, to other property within the same zoning classification.
- C. That the purpose of the Variation is not based exclusively upon a desire to make money out of the Subject Property.
- D. That the alleged difficulty or hardship is caused by the provision of the Zoning Ordinance and has not been created by any person presently having an interest in the Subject Property.
- E. That the granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the Subject Property is located.
- F. That the proposed Variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
- G. That the granting of the Variation requested will not confer on the applicant any special privilege that is denied by the provisions of the Zoning Ordinance to other lands, structures or buildings in the same district.

**SECTION FOUR:** That the Variation to allow parking in the required side yards is hereby granted subject to the findings of fact and conditions set forth in Section Five of this Ordinance.

**SECTION FIVE:** The Site Plan Amendment approved in Section Two and the Variation granted in Section Four of this Ordinance, are based upon and are hereby made contingent upon the satisfaction of the following conditions:

- A. Building permits shall be required for all construction activities;
- B. Village Engineer approval of the Engineering Plans;
- C. Landscaping must be installed within one year of the issuance of a building permit;
- D. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to the planning & development services department for review and approval by the village forester and a bond posted in the approved amount for its future installation;

**SECTION SIX:** The violation of any of the above conditions shall be cause for the revocation of the approval of the Site Plan Amendment and the revocation of the Variation granted by this Ordinance.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED this 1<sup>st</sup> day of March, 2022

APPROVED this 1<sup>st</sup> day of March, 2022

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

**ATTEST:**

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

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2022- \_\_\_\_\_ enacted on March 1, 2022 and approved on March 1, 2022, as the same appears from the official records of the Village of Bartlett.

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

**Legal Description of the Property**

LOT 5 IN THE HOME DEPOT - BARTLETT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING THE PLAT THEREOF RECORDED NOVEMBER 8, 2000 AS DOCUMENT R2000-175535, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-09-201-007

# EXHIBIT B



GRAPHIC SCALE - FEET  
0 20 40

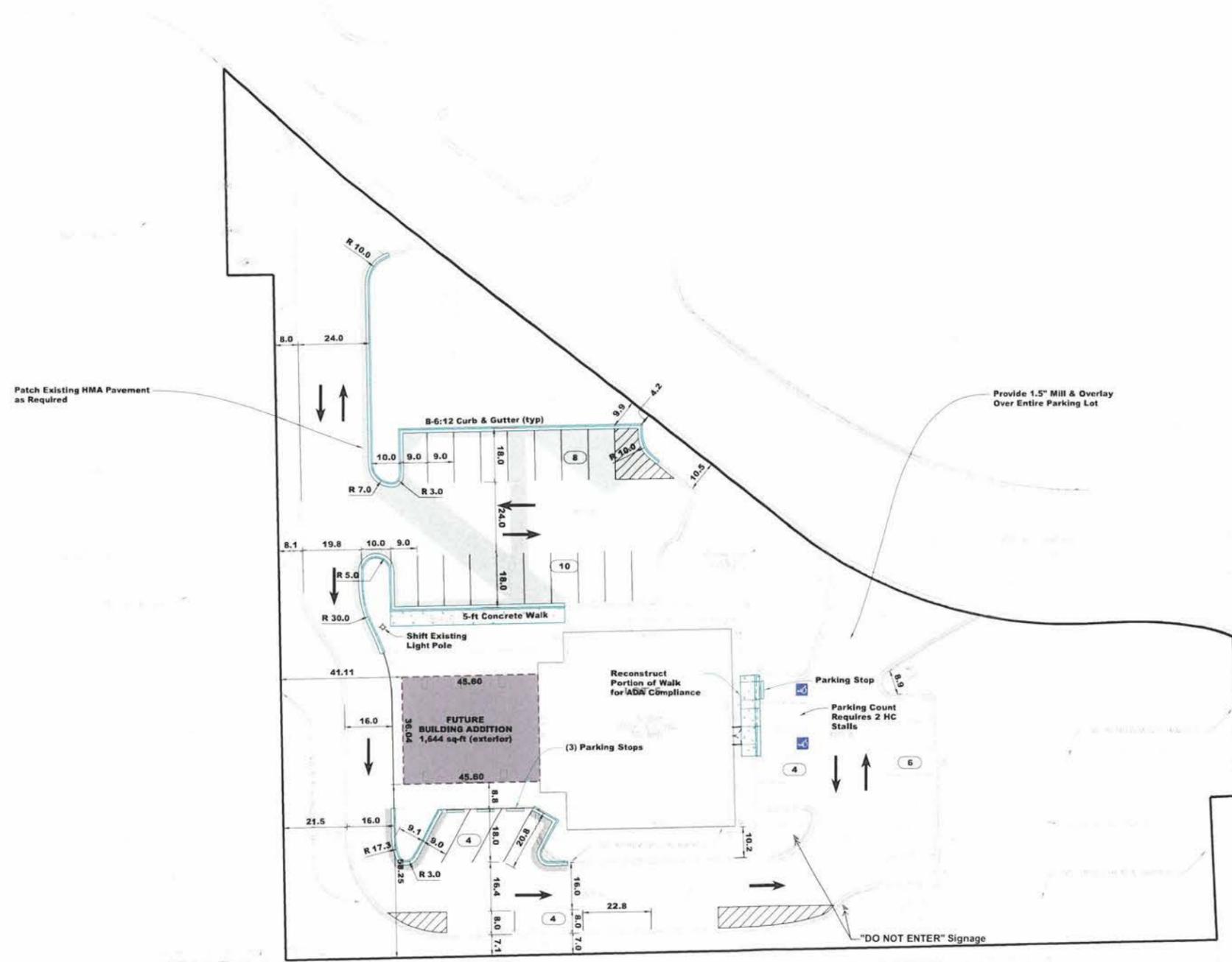
WHEATON EYE CLINIC  
980 S. ILLINOIS ROUTE 59, BARTLETT, IL

Prepared For  
EP DOYLE  
1100 Wheaton Oaks Court  
Bartlett, IL 60010  
630.465-5200

WEBSTER, MCGRATH & AHLBERG, LTD.



LAND SURVEYING CIVIL ENGINEERING LABORATORY ARCHITECTURE  
Over 100 Years of Service to Clients  
207 SOUTH MARVELLE ROAD, WILCOX, ILLINOIS 60187  
PH: 630.969.7600 WWW.WMA-IL.COM  
CREATED FROM LAYOUT NO. 184003101



IL ROUTE 59

**SITE DATA TABLE**

BY	RLS
DATE	10-25-2021
REVISION	1 10-20-2021 Revised per Village review
	2 10-25-2021 Revised per Village review

PARKING SPACES REQUIRED = 34  
PARKING SPACES PROPOSED = 36 (34 regular + 2 ADA)

**IMPERVIOUS AREA SUMMARY**

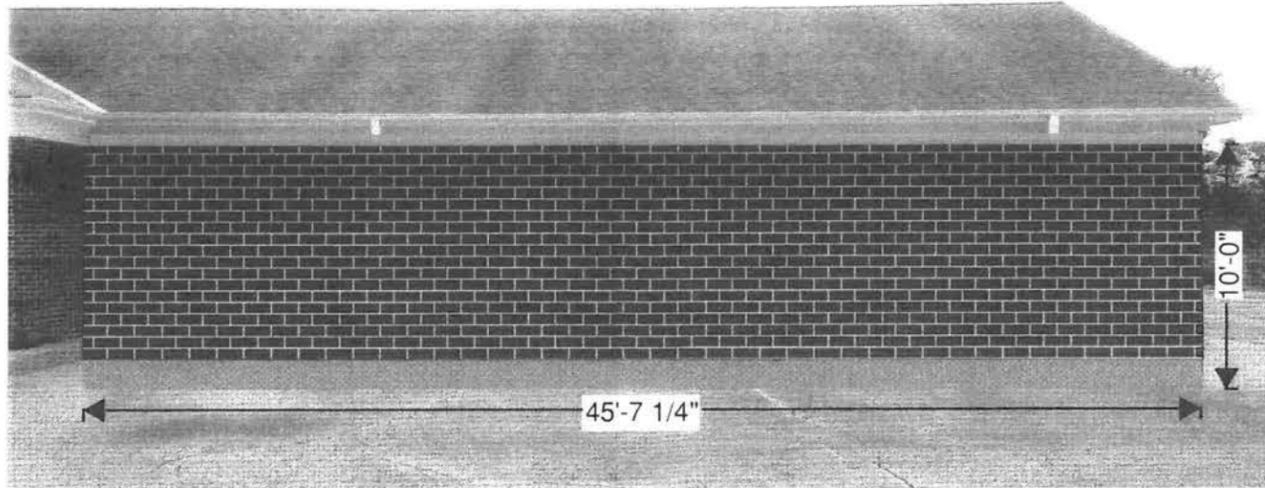
SITE AREA	= 54,161 sq-ft (1.243 acre)
EXISTING IMPERVIOUS AREA	= 30,346 sq-ft
PROPOSED IMPERVIOUS AREA	= 27,712 sq-ft
NET NEW IMPERVIOUS AREA	= -2,634 sq-ft (credit)

**NOTE:**  
ALL DIMENSIONS SHOWN HEREON ARE  
TO FACE OF CURB UNLESS NOTED OTHERWISE

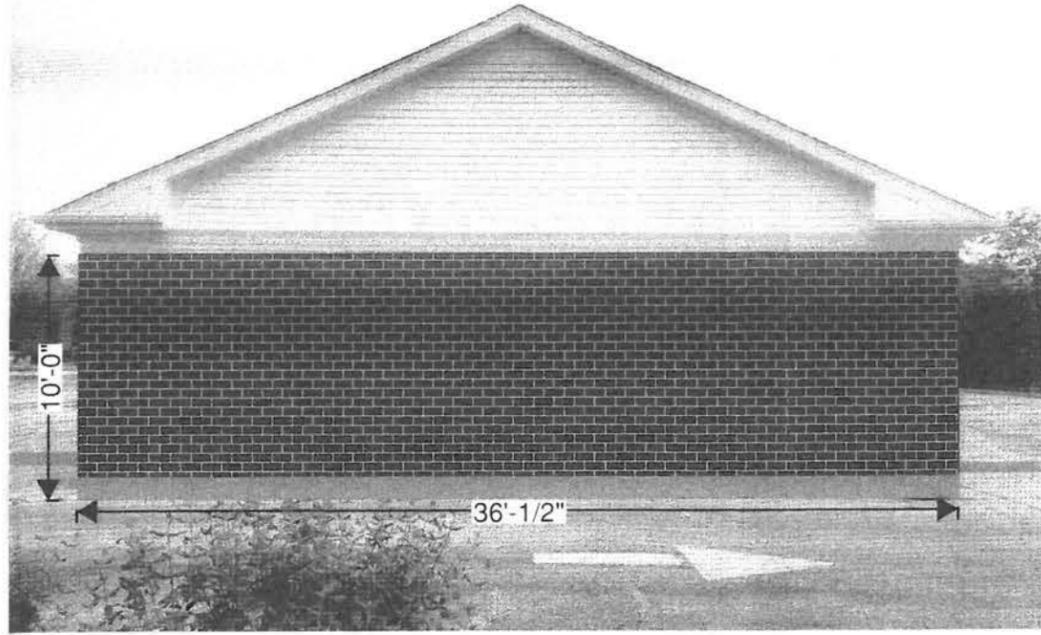
BY	RLS
DATE	10-25-2021
REVISION	1 10-20-2021 Revised per Village review
	2 10-25-2021 Revised per Village review
PROJECT	Wheaton Eye Clinic
DATE	05-05-2021
SCALE	1"=20'
DRAWN	RLS
REVIEW	SMR
DATE	05-05-2021
PROJECT NAME	

## SITE PLAN

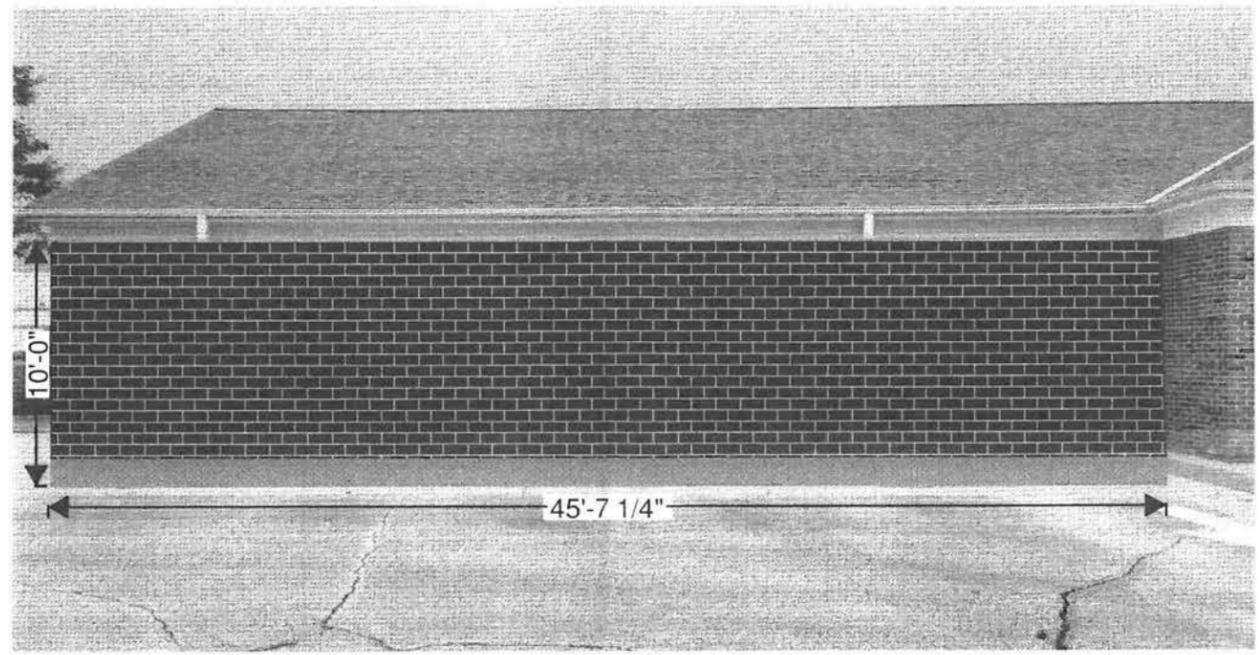
X-1



**1** South Elevation  
1" = 3'-4"



**2** West Elevation  
1" = 3'-4"



**3** North Elevation  
1" = 3'-4"

Rev. No.	Date	Description
1	11-14-22	Resubmit for Permit
2	12-16-22	Revised Set

Project: WHEATON EYE CLINIC  
980 S. Illinois Route 59, Bartlett, IL 60103

**ADDITION ELEVATIONS**

Date:	12/16/22	Rev. No.:	304-08
Drawn:	DJY	Sheet No.:	
Checked:	SS	<b>AE-1</b>	
Approved:	SS		

BLDG. ORDER NUMBER: 201-01131  
LICENSE EXPIRATION DATE: 11-20-22

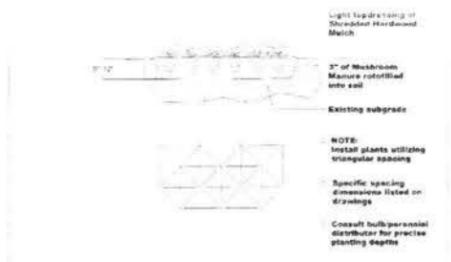
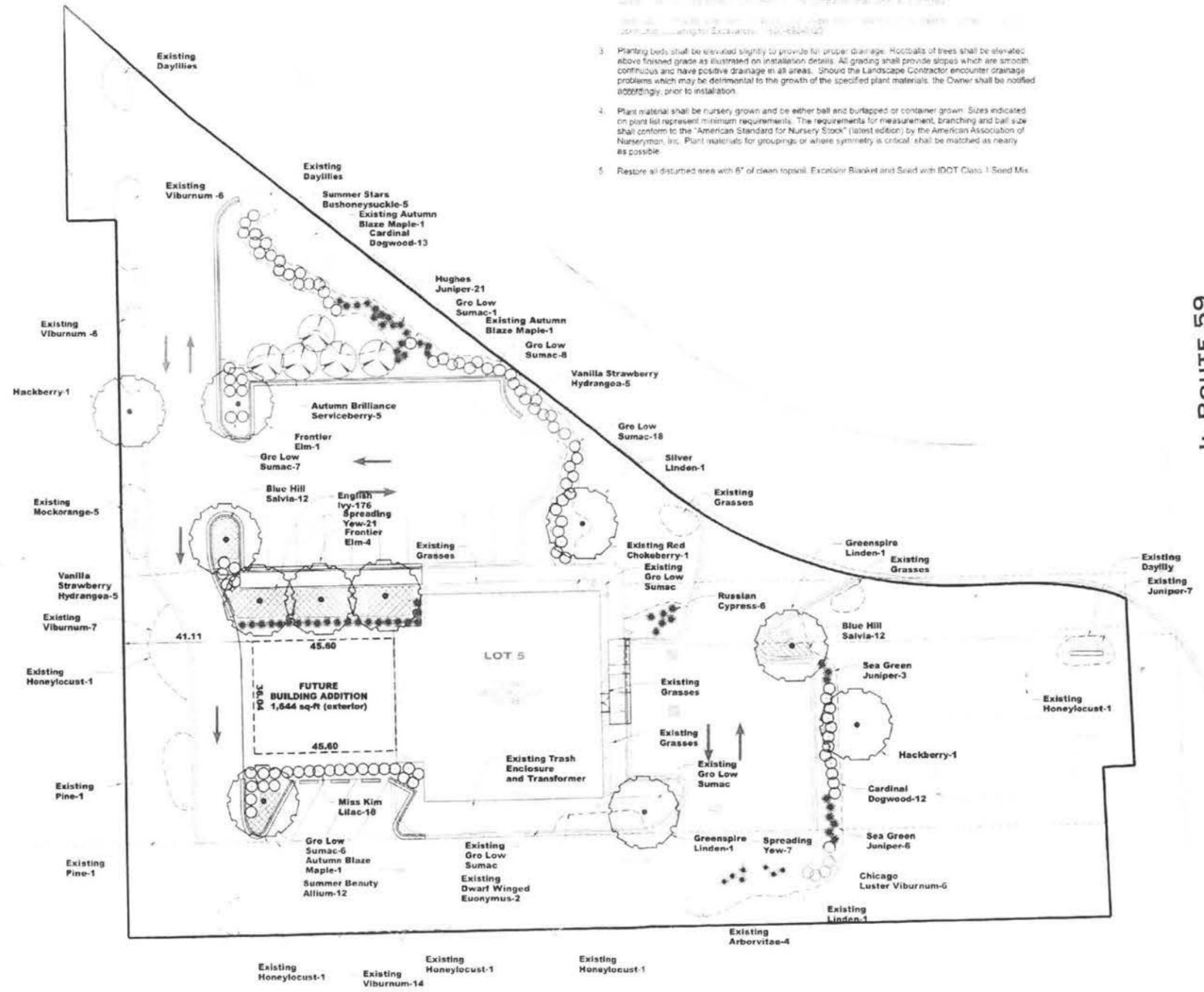
# EXHIBIT D



Plant List	Qty./Root Form/Size
Autumn Blaze Maple	1 b&b/3"
Acer freemanii 'Autumn Blaze'	
Summer Beauty Allium	12/pot/1 gal.
Allium tanguticum 'Summer Beauty'	
Autumn Brilliance Serviceberry	5 b&b/6" multi stem
Amelanchier x grandiflora 'Autumn Brilliance'	
Hackberry	2 b&b/3"
Celtis occidentalis	
Cardinal Dogwood	25 b&b/30"
Cornus sericea 'Cardinal'	
Summer Stars Bushhoney-suckle	5 b&b/30"
Diervilla sessifolia 'Morton'	
English Ivy	176/pot/3"
Hedera helix	
Vanilla Strawberry Hydrangea	10 b&b/30"
Hydrangea macrophylla 'Vanilla Strawberry'	
Sea Green Juniper	9 b&b/36"
Juniperus chinensis 'Sea Green'	
Hughes Juniper	21 b&b/30"
Juniperus horizontalis 'Hughes'	
Russian Cypress	6 b&b/36"
Microbiota decussata	
Gro Low Sumac	40 b&b/30"
Rhus aromatica 'Gro Low'	
Blue Hill Salvia	24/pot/1 gal.
Salvia nemorosa 'Blue Hill'	
Miss Kim Lilac	18 b&b/36"
Syringa patula 'Miss Kim'	
Spreading Yew	28 b&b/30"
Taxus media 'Dark Green Spreader'	
Greenspire Linden	2 b&b/3"
Tilia cordata 'Greenspire'	
Silver Linden	1 b&b/3"
Tilia tomentosa	
Frontier Elm	5 b&b/3"
Ulmus parvifolia 'Frontier'	
Chicago Luster Viburnum	8 b&b/36"
Viburnum dentatum 'Chicago Luster'	

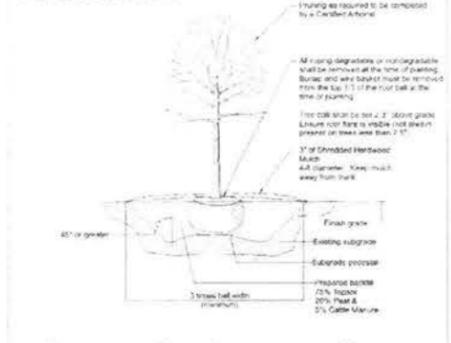
### LANDSCAPING NOTES

1. Planting beds shall be elevated slightly to provide for proper drainage. Rootballs of trees shall be elevated above finished grade as illustrated on installation details. All grading shall provide slopes which are smooth, continuous and have positive drainage in all areas. Should the Landscape Contractor encounter drainage problems which may be detrimental to the growth of the specified plant materials, the Owner shall be notified accordingly, prior to installation.
2. Plant material shall be nursery grown and be either ball and burlapped or container grown. Sizes indicated on plant list represent minimum requirements. The requirements for measurement, branching and ball size shall conform to the "American Standard for Nursery Stock" (latest edition) by the American Association of Nurserymen, Inc. Plant materials for groupings or where symmetry is critical shall be matched as nearly as possible.
3. Restore all disturbed area with 6" of clean topsoil, Erosion Blanket and Seed with IDOT Class 1 Seed Mix.



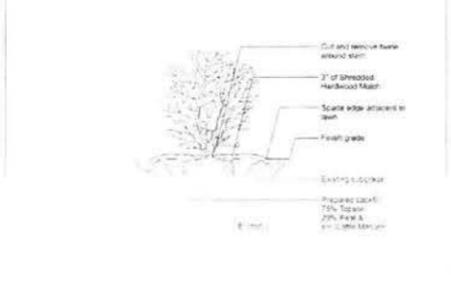
PERENNIAL GROUNDCOVER & ORNAMENTAL GRASS INSTALLATION DETAIL

- Notes:
1. Topsoil is not allowed in the Dr. Pathway.
  2. The tree root ball and graft must be visible.



DECIDUOUS TREE INSTALLATION DETAIL

- Notes:
1. Topsoil is not allowed in the Dr. Pathway.
  2. The tree root ball and graft must be visible.



SHRUB INSTALLATION DETAIL

WHEATON EYE CLINIC  
980 S. ILLINOIS ROUTE 59, BARTLETT, IL

WEBSTER, McGRATH & AHLBERG, LTD.  
**WMA**  
LANDSCAPE ARCHITECTS

REV.	DATE	DESCRIPTION
1	10/25/2024	Final per 1/31/24 review
2	10/25/2024	Revised per 1/31/24 review

## LANDSCAPE PLAN



Village of Bartlett  
Zoning Board of Appeals Minutes  
January 6, 2022

---

**(#21-10) Wheaton Eye Clinic**

**Variation** - to allow parking in the required side yards

**PUBLIC HEARING**

The following exhibits were presented:

**Exhibit A – Picture of Sign**

**Exhibit B – Mail Affidavit**

**Exhibit C – Notification of Publication**

**Exhibit D – Letter from Forest Preserve District of DuPage County**

The petitioner, Steve Hornik, E. P. Doyle & Son Inc, 1100 Wheaton Oaks Ct, Wheaton IL came forward and was sworn in by **M. Werden**. **S. Hornik** stated that the current layout, which is the former Fifth-Third Bank site on Route 59 is currently under parking requirements for the proposed future addition to the building. It is a zero-footprint expansion. It is essentially an enclosure of the existing drive-through canopy. In order to comply, we will need to add additional parking to provide a safer traffic flow along with the additional parking that is needed. That is our intention for the variance. **M. Werden** were there any calls or correspondences from anybody? **D. Kamperschroer** we do have a letter from the Forest Preserve District of DuPage County. **M. Werden** that is because this backs up to the Forest Preserve on the south and they are concerned about the use of plant species that are non-native to the Chicago region which would have a direct negative impact to natural areas that are considered both exotic and invasive. The use of hybrids and cultivars are strongly discouraged. **K. Stone** the landscaping is not within the purview of the Zoning Board. **M. Werden** that will be more of a concern next week at the Plan Commission meeting. **S. Hornik** we have done several projects for the client in the past and the focus is in regards to their patients. I know that is not a zoning matter, but this location will reduce their demographic's travel distance. That is why they moved to this location. Their focus is not on a traditional eye shop where they are selling glasses, it is more medical care. Their patient's physical needs as well as a desire for a safe environment is what has created the need for a more efficient layout. The expansion within the current roof line will be done after the parking lot work. That is also why we are before you now to create that additional space given that many of their clients have vision problems so that we have a safe logistical area for them to route during the physical building portion of the project. The new layout will not incorporate an overabundance of green space. It is going to be removed and we are not extending the existing curb lines. It is just a reorientation because the existing layout does not lend itself to us adding additional parking and the configuration for the change of use. We have tried several layouts to prevent the need for a variance, but it just does not physically fit within the boundaries of the lot. We are aware that there are adjacent sites with similar variances granted for this and again, this is based upon the parking count requirements for the proposed future building addition that we intend to push forward with once the site work is completed. **M. Werden** I have a generally positive view of this for several reasons. You have an unusual configuration beyond your control of the lot. The building was designed to be a bank and not an eye clinic. You are next to forest preserve property, which will never be built on. It does not matter how close you are to the property line as far as I am concerned. Right now, you are going to exceed the parking requirements by 2 parking spaces. I am aware of the services that you are providing and that you will not have a lot of traffic causing a problem. **G. Koziol** I am happy to see that this property is being developed and that there is a strong



Village of Bartlett  
Zoning Board of Appeals Minutes  
January 6, 2022

---

interest and commitment to Bartlett to expand your business and stay here. You do have an irregularly shaped lot. I am in favor of seeing this proceed. **M. Werden** I would encourage you to look at the forest preserve input for the Plan Commission meeting next week. **S. Hornik** I will look at what the plan reflects. **J. Banno** I agree that this is a very good utilization of the lot. I think you have done a good job configuring the parking.

**M. Werden** opened the public hearing portion of the meeting. No one came forward.

**M. Werden** closed the public hearing portion of the meeting.

**J. Banno** made a motion to pass along a **positive recommendation** to the Village Board to approve case **(#21-10) Wheaton Eye Clinic** for a variation to allow parking in the required side yards subject to the conditions and findings of fact outlined in the staff report.

**Motioned by: J. Banno**

**Seconded by: G. Koziol**

**Roll Call**

**Ayes: B. Bucaro, J. Banno, M. Werden, G. Koziol, C. Deveaux**

**Nays: None**

**The motion carried.**



Village of Bartlett  
Plan Commission Minutes  
February 10, 2022

---

**(#21-10) Wheaton Eye Clinic  
Site Plan Amendment**

**D. Kamperschroer** the petitioner is requesting a site plan amendment for a 2,150 square-foot addition where the existing drive through canopy is located at the former Fifth Third Bank. The addition would include 4 additional exam rooms and an expanded waiting room area which would increase the parking requirement from 26 spaces to 34 spaces. The parking lot on the north side of the building would be reconfigured to allow for 18 spaces with 8 new parking spaces proposed on the south side of the building. The site plan identifies a total of 36 parking spaces, including 2 accessible spaces, which exceeds the Zoning Ordinance requirement of 34 spaces. The staff recommends approval of the petitioner's request for a site plan amendment subject to the conditions and findings of fact outlined in the staff report. **J. Lemberg** asked if the petitioner was present. **Ben Rugaard, E. P. Doyle & Son, LLC**, came forward on behalf of the petitioner and stated that he had nothing else to add at this time. **M. Hopkins** stated I think this is a great proposal and asked, what is the purple-tinted area in the north parking lot? **D. Kamperschroer** that is showing the previous configuration of the parking lot. Those are areas that will be removed and paved over. **B. Rugaard** the shaded area shows where the old drive-through canopy was which is where the addition will be. It is not an addition onto the building. That shaded area on the plan shows the old versus the new.

**J. Kallas** made a motion to pass along **a positive recommendation** to the Village Board to approve case **(#21-10) Wheaton Eye Clinic** for a site plan amendment subject to the conditions and findings of fact outlined in the staff report.

**Motioned by: J. Kallas**  
**Seconded by: J. Miaso**

**Roll Call**

**Ayes: A. Hopkins, M. Hopkins, J. Miaso, J. Kallas, J. Kapadoukakis, J. Lemberg**

**Nays: None**

**The motion carried.**



June 22<sup>nd</sup>, 2021

General Contracting  
Design/Build  
Management

**E. P. DOYLE & SON, LLC**

1100 Wheaton Oaks Court  
Wheaton, Illinois 60187  
630.665.0600  
Fax 630.665.0606  
[www.epdoyle.com](http://www.epdoyle.com)

Village of Bartlett – Planning & Development Services Department  
President and Board of Trustees  
228 S. Main St.  
Bartlett, IL 60103

Dear President and Board of Trustees of the Village of Bartlett,

E.P. Doyle and Son, LLC. is submitting a variation application on behalf of the Wheaton Eye Clinic for the existing lot 5 located at 980 S. Route 59. A variation to the existing setbacks is being requested to increase the parking space count due to the configuration of the existing parking lot and a future building expansion/renovation (within the existing limits of the drive-thru canopy) that will require more parking spaces to meet the Village requirements when completed. The existing 40' setback at the rear of the lot and 30' setbacks on the sides do not allow for the efficient utilization of the entire property and will hinder the total amount of parking spaces required for the future building expansion/renovation. The variance request that is being submitted is to change the 40' rear setback to 10' and the 30' side setbacks to 5'. The variances requested for this lot are in keeping with the side and rear yard variances that have been granted for other lots in this subdivision. These revised setbacks will be imperative to the operations of the Wheaton Eye Clinic to ensure that the future building expansion/renovation will be able to accommodate the parking space requirements set forth by the Village of Bartlett.

We greatly appreciate your time and consideration in reviewing this variation request. We look forward to working with you through this application process. Please feel free to reach out with any questions or if any items need to be discussed.

RECEIVED  
PLANNING & DEVELOPMENT

JUN 22 2021

VILLAGE OF  
BARTLETT

Sincerely,

Ben Rugaard, E.P. Doyle and Son LLC.



# VILLAGE OF BARTLETT DEVELOPMENT APPLICATION

**For Office Use Only**

Case # 2021-10

**RECEIVED**

JUL 16 2021

PLANNING & DEVELOPMENT  
VILLAGE OF  
BARTLETT

**PROJECT NAME** Wheaton Eye Clinic Bartlett

**PETITIONER INFORMATION (PRIMARY CONTACT)**

**Name:** Ben Rugaard

**Street Address:** 1100 Wheaton Oaks Ct.

**City, State:** Wheaton, IL

**Zip Code:** 60187

**Email Address:** brugaard@epdoyle.com

**Phone Number:** 630-665-0600

**Preferred Method to be contacted:** Email

**PROPERTY OWNER INFORMATION**

**Name:** Charles Sandor

**Street Address:** 2150 N. Main St.

**City, State:** Wheaton, IL

**Zip Code:** 60187

**Phone Number:** 630-258-8485

**OWNER'S SIGNATURE:** *Charles Sandor*

**Date:** 6/23/21

*(OWNER'S SIGNATURE IS REQUIRED or A LETTER AUTHORIZING THE PETITION SUBMITTAL.)*

**ACTION REQUESTED** (Please check all that apply)

- Annexation
  - PUD (preliminary)
  - PUD (final)
  - Subdivision (preliminary)
  - Subdivision (final)
  - Site Plan (please describe use: commercial, industrial, square footage):  
Commercial
  - Unified Business Center Sign Plan
  - Other (please describe) \_\_\_\_\_
- Text Amendment
  - Rezoning See Dropdown to See Dropdown
  - Special Use for: \_\_\_\_\_
  - Variation: Set Backs

**SIGN PLAN REQUIRED?** See Dropdown

(Note: A Unified Business Center Sign Plan is required for four or more individual offices or businesses sharing a common building entrance or private parking lot.)

**PROPERTY INFORMATION**

**Common Address/General Location of Property:** 980 S. Route 59

**Property Index Number ("Tax PIN"/"Parcel ID"):** 01-09-201-007

**Zoning:** Existing: B-4  
(Refer to Official Zoning Map)

**Land Use:** Existing: Commercial

Proposed: See Dropdown

Proposed: Commercial

**Comprehensive Plan Designation for this Property:** Commercial  
(Refer to Future Land Use Map)

**Acreage:** 1.244

**For PUD's and Subdivisions:**

No. of Lots/Units: \_\_\_\_\_

Minimum Lot: Area \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_

Average Lot: Area \_\_\_\_\_ Width \_\_\_\_\_ Depth \_\_\_\_\_

**APPLICANT'S EXPERTS** (If applicable, including name, address, phone and email)

**Attorney** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Engineer** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Other** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **FINDINGS OF FACT FOR SITE PLANS**

Both the Plan Commission and Village Board must decide if the requested Site Plan meets the standards established by the Village of Bartlett Zoning Ordinance.

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

1. The proposed use is a permitted use in the district in which the property is located.

Yes, the proposed use is a permitted use in the district in which the property is located.

2. The proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.

Yes, the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.

3. The vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well.

Yes, the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well.

4. The site plan provides for the safe movement of pedestrians within the site.

Yes, the site plan provides for the safe movement of pedestrians within the site.

5. There is sufficient mixture of grass, trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public. Any part of the site plan area not used for buildings, structures, parking or accessways shall be landscaped with a mixture of grass, trees and shrubs. (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements)

Yes, there is sufficient mixture of grass, trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public. Any part of the site plan area not used for buildings, structures, parking or accessways shall be landscaped with a mixture of grass, trees and shrubs. (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements).

6. All outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.

Yes, all outdoor areas are screened and are in accordance with standards specified by this Ordinance.

## FINDINGS OF FACT FOR VARIATIONS

Both the Zoning Board of Appeals and the Village Board must decide if the requested variation is in harmony with the general purpose and intent of the Zoning Ordinance and if there is a practical difficulty or hardship in carrying out the strict letter of the regulations of the Zoning Ordinance.

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

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

The proposed use of medical offices requires additional parking spaces. Since the unusual configuration of the lot does not allow for the efficient utilization of the entire property, variations from the side and rear yard parking setback requirements are needed to meet the parking requirements. The pavement limits to the south and west will remain exactly the same, but the variance will allow for the parking within the existing pavement limits. Finally, the variances requested for this lot are in keeping with the variances that have been granted for other lots in this subdivision.

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

The unusual configuration of this lot does not allow for the efficient utilization of the entire property. Therefore, variations from the side and rear yard parking setback requirements are needed to meet the parking requirements. The variances requested for this lot are in keeping with the side and rear yard variances that have been granted for other lots in this subdivision.

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

The variance is needed to meet the additional parking requirements for the proposed use. Due to the unusual configuration of this lot, which does not allow for the efficient use of the entire property, the parking requirement can only be met if variances are granted. Without the variances, this property may not be suitable long-term for the proposed use and in the long-term could result in the vacancy of the property. The variance request is not based exclusively upon a desire to make money out of the property.

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

Since the unusual configuration of this lot does not allow for the efficient utilization of the entire property, the required setbacks cause a hardship for this property. The pavement limits to the west and south will remain exactly the same, but variations from the side and rear yard parking setback requirements will allow for parking in these areas and are needed to meet the parking requirements.

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

The pavement limits to the east, west and south will remain exactly the same. This property abuts the Forest Preserve District to the south, a detention basin to the west and an access drive to the north. In addition, other lots in the subdivision have also been granted variations from the side and rear setback requirements. The granting of the variations will not be detrimental to the public welfare or injurious to other property or improvements in the surrounding area.

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

The pavement limits to the west and south will remain exactly the same and other lots have been granted similar variances. The property abuts the Forest Preserve District to the south, a detention basin to the west and an access drive to the north. The proposed variation will not impair an adequate supply of light and air to adjacent properties or substantially increase congestion, danger of fire, endanger public safety or diminish property values within the adjacent neighborhood.

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

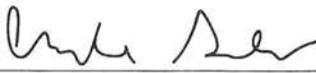
Other lots within this subdivision have been granted variations from the side and rear setback requirements. Therefore the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands in the same district.

ACKNOWLEDGEMENT

I understand that by signing this form, that the property in question may be visited by village staff and Board/Commission members throughout the petition process and that the petitioner listed above will be the primary contact for all correspondence issued by the village.

I certify that the information and exhibits submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the above signatures.

Any late, incomplete or non-conforming application submittal will not be processed until ALL materials and fees have been submitted.

SIGNATURE OF PETITIONER: 

PRINT NAME: Charles Sandor

DATE: 6/18/21

REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

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

NAME OF PERSON TO BE BILLED: Charles Sandor

ADDRESS: 2015 N. Main. St. Wheaton, IL. 60187

PHONE NUMBER: 630668-8250

EMAIL: clsandor@aol.com

SIGNATURE: 

DATE: 6/18/21



# Location Map

980 S. Rt. 59  
Wheaton Eye Clinic

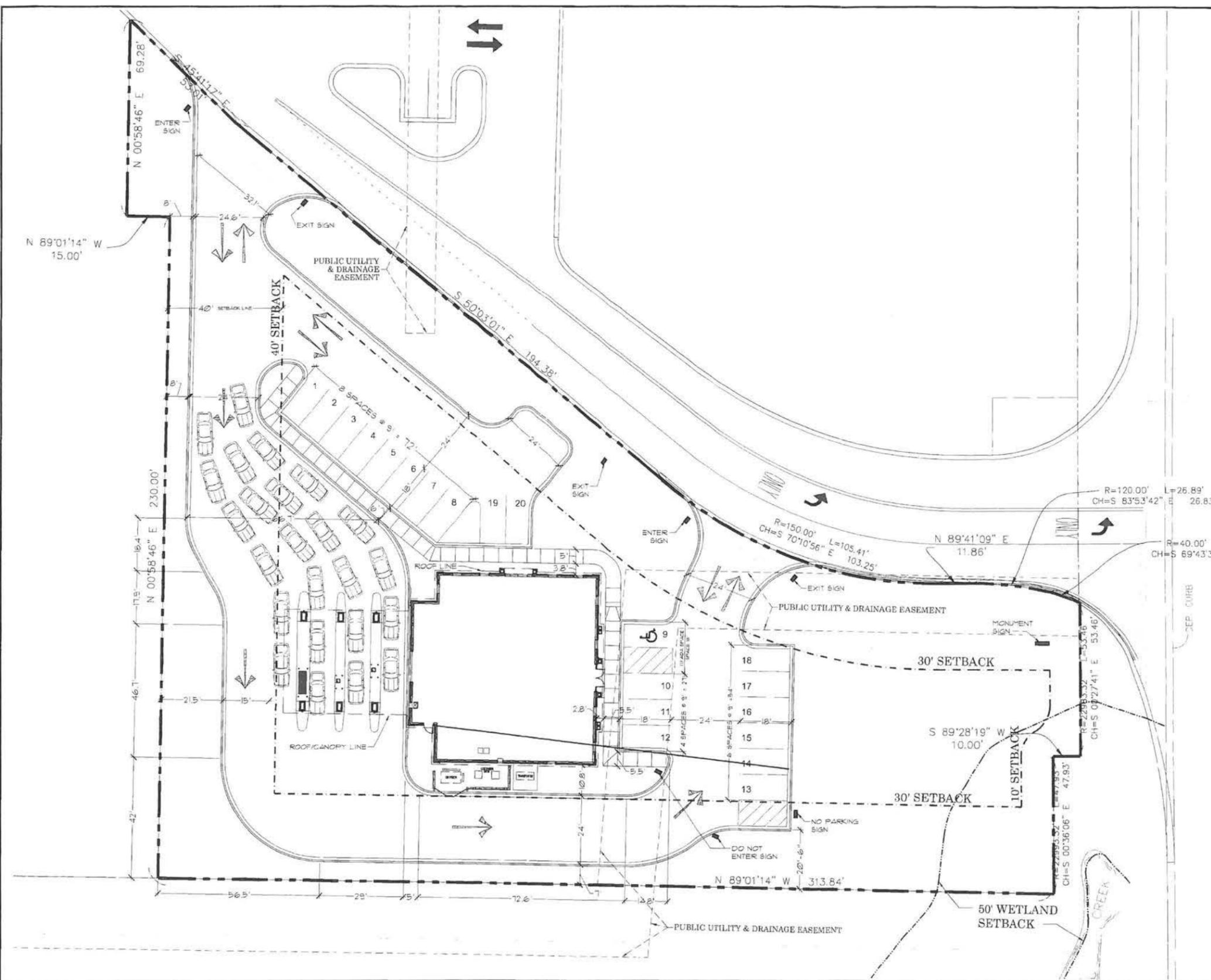
2021



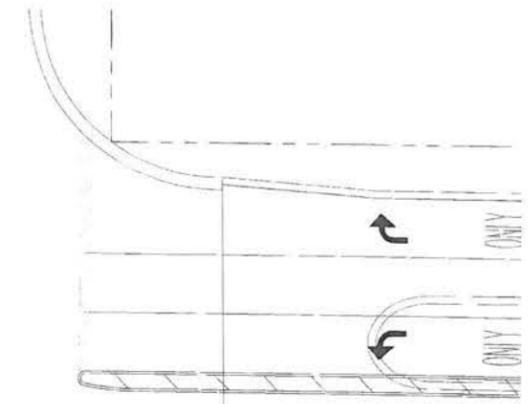
0 50 100 200 US Feet

Previously Approved Site Plan

BARTLETT SITE PLAN	
CUSTOMER FLOOR AREA:	2,575 SF
BUILDING AREA:	4,138 SF
PROPERTY AREA:	54,199 SF
FLOOR AREA RATIO:	7:100
BUILDING COVERAGE:	53.18 %
LANDSCAPE COVERAGE:	46.82 %
PARKING SPACES REQUIRED:	13
PARKING SPACES PROVIDED:	18



ILLINOIS ROUTE 5



STATE OF ILLINOIS  
 JEFFREY P. KUTSCHE  
 01.07933  
 ARCHITECT  
 my license expires 11/2007

NORTH

SCALE: 1" = 20'-0"



# FIFTH THIRD BANK

## BARTLETT BANKING CENTER

### PROPOSED SITE PLAN

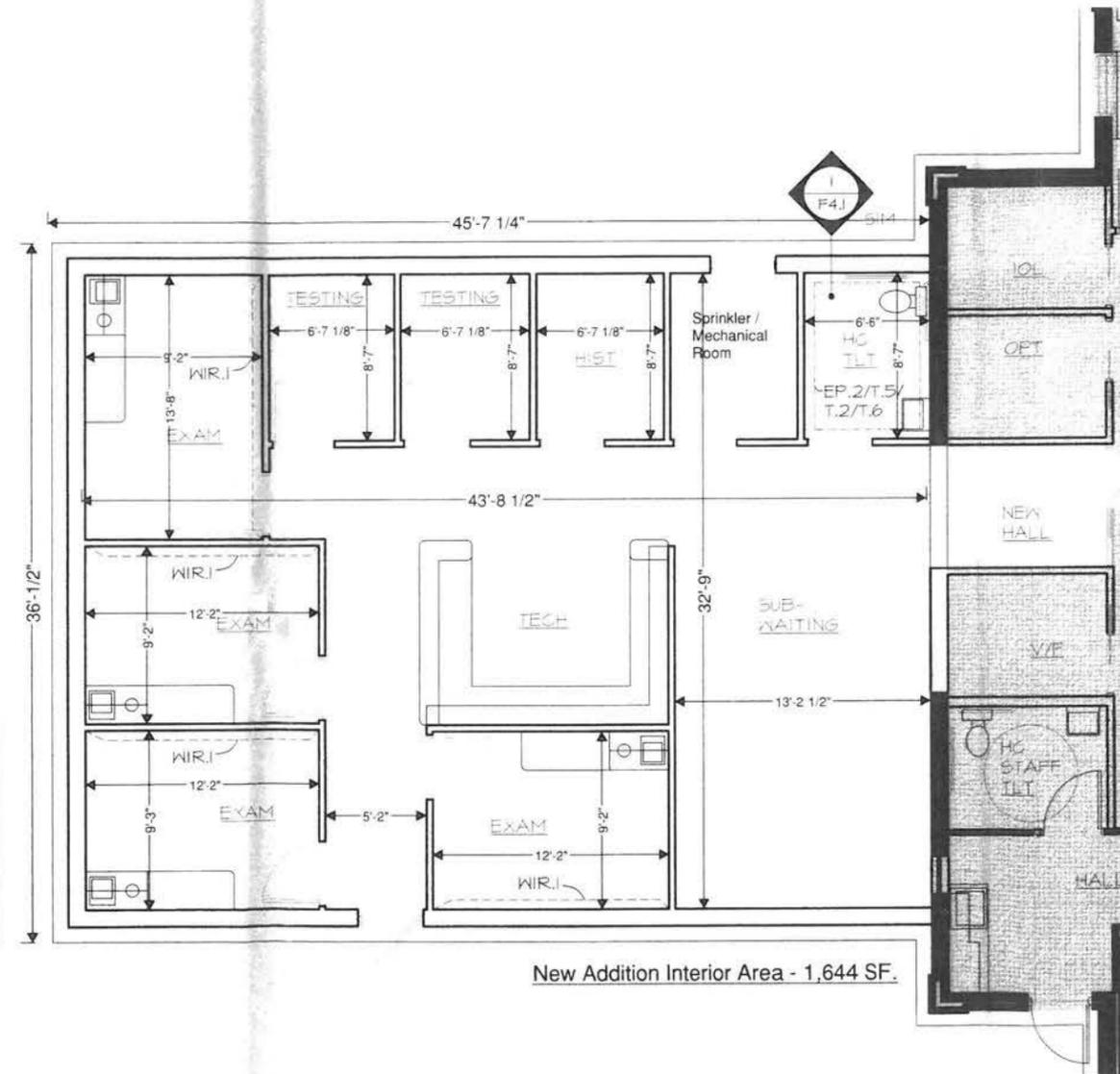
THE ARCHITECTS PARTNERSHIP, Ltd.  
 410 SOUTH MICHIGAN AVENUE  
 CHICAGO, ILLINOIS 60605  
 t: 312.786.0336  
 f: 312.786.1866  
 email: kutsche@tapchicago.com



NO.	DATE	REMARKS
8	11/3/03	RE-ISSUED FOR VILLAGE REVIEW
7	10/22/03	RE-ISSUED FOR VILLAGE REVIEW
6	9/24/03	ISSUED FOR VILLAGE REVIEW
5	9/23/03	ISSUED FOR VILLAGE REVIEW
4	8/28/03	RE-ISSUED FOR RE-ZONING PKG.
3	7/31/03	ISSUED FOR RE-ZONING PKG.
2	7/14/03	ISSUED FOR REVIEW - "CP-10"
1	6/25/03	ISSUED FOR REVIEW - "CP-1"

A

WALL FINISH KEY	
1.	REFER TO RMK DESIGN'S FINISH KEY FOR SPECIFICATION AND CONTINGENCY AMOUNTS TO BE ORDERED FOR EXPANSION AREA, EXPANSION AREA WALL MATERIALS TO BE ORDERED ARE WIR.I AND TILES T.2, T.3, T.4, T.5, & T.6. PLEASE CONTACT RMK DESIGN WITH ANY QUESTIONS.
2.	REFERENCE RMK DESIGN'S ELEVATIONS FOR CLARIFICATION OF WALL TILE LOCATIONS.
3.	NOTE: AN ASTERISK "*" REPRESENTS NUMBER LOCATION THAT IS SHOWN ON THE WALL FINISH PLAN, INTERIOR ELEVATIONS & DETAILS, ROOM FINISH SCHEDULE & FINISH KEY.
- - - - -	= TILE (T.#) WITH EPOXY PAINT (EP.2) ABOVE
- - - - -	= WALLCOVERING IMPACT RESISTANT (WIR.I) LOCATIONS



**1** WALL FINISH FLOOR PLAN  
 1/4" = 1'-0"

MULTI-PART PLAN

WALL FINISH FLOOR PLAN - EXPANSION AREA

DATE: 10-27-20

SCALE: XX

BY: HMK

SK-2



## ECONOMIC DEVELOPMENT MEMORANDUM

**DATE:** February 18, 2022  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Tony Fradin, Economic Development Coordinator *TF*  
**RE:** Banbury Fair BEDA application

---

**APPLICANTS:** Bruce & Jan Suffern

**BACKGROUND:** Banbury Fair has been the retail anchor of downtown Bartlett for the past thirty-eight years. As the downtown has continued developing and numerous businesses have come and gone, one constant since the early eighties (1983) has been Banbury Fair, which was originally located at the former building at 121 Railroad Avenue and then later expanded and relocated to its current address at 211 Railroad Avenue in 1987, where the Sufferns have owned and operated this highly unique business ever since.

As one of the longest-tenured businesses in the village with two of the oldest building structures in the area, the Sufferns have succeeded in keeping their business viable and timely, having added tenants including a candy store, children's parties, antiques in the barn, small retailers within their own designated areas, a coffee shop and more over the years.

Bruce, Jan, and their partner Sandy Braun have remained nimble and have also sponsored and participated in nearly every downtown area event including fashion shows, Ladies Nights Out every month, Heritage Days, Small Business Saturday and much more.

Banbury Fair is truly one of the most iconic businesses in the village.

### **BEDA APPLICATION:**

In 2020, the Sufferns decided to upgrade the 120-year-old historic barn on the (adjoining) property and convert it from a barn structure housing antiques into a stand-alone wine and/or food business.

After promoting the opportunity via a widely-publicized video on YouTube and word-of-mouth, Bartlett resident and successful restaurateur Rakesh Chopra began pursuing the potential for redeveloping the barn into an eating and drinking establishment.

The Village Board approved Mr. Chopra's concept for Le P'tit Resto Bar Tapas at its July 20, 2021 meeting including its site plan, special uses for serving liquor, outdoor seating, and live entertainment and a variance for a parking reduction. Some of the preliminary work commenced soon thereafter in preparation for this project.

Because the buildings on the adjoining properties are so old and lack the necessary infrastructure to meet current Building and Health Codes, the project became more cost prohibitive and numerous upgrades were required.

The foremost items that require upgrades for this initial phase of the project are plumbing-related and include a significant amount of improvements including concrete work, bringing water and sewer to the property from Hickory Avenue, and general plumbing.

The attached proposal from Stark & Son Trenching and from Mark Leffler of Skillcraft Construction includes extensive details on many more items also including non-plumbing items such as soil work, curb repairs, roofing, labor costs around \$40,000 and more.

The grand total for the total project cost is \$242,548 not including the architect and surveyor, which have not been added to the BEDA program as eligible costs. Including those, the cost for phase one of this project exceeds a quarter-million dollars.

Please note that this first phase does not include complete interior buildout for the tapas lounge/wine bar that will be paid for by Mr. Chopra. Those costs and the associated BEDA application will be submitted by Mr. Chopra at a later date and will be specific to the barn property, which is a separate PIN and will be issued its own address.

#### **RECOMMENDATION:**

This much-anticipated improvement and redevelopment of the Banbury Fair property will set the stage for the next decades of this key business.

Considering the massive investment that is being made in the property for this project and the proven long-term success of the applicants, staff recommends a maximum grant amount of **\$50,000**, to be paid upon completion of the items listed in this application and submittal of proof of payments made.

#### **JANUARY 10, 2022 ECONOMIC DEVELOPMENT COMMISSION MEETING**

The petitioners presented their BEDA request at the January 10<sup>th</sup> meeting of the Economic Development Commission.

Upon a review of the project, the EDC unanimously recommended in favor of supporting this project with a maximum grant in the amount of **\$50,000**.

#### **FEBRUARY 15, 2022 COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE MEETING**

The Community & Economic Development Committee reviewed the BEDA request at its meeting on February 15<sup>th</sup>, at which time it forwarded the item to the following Village Board meeting for a final vote.

**MOTION**

I move to approve a BEDA grant in the amount of **\$50,000** to Banbury Fair, to be paid upon completion of all items detailed in the application to current Village Codes and submittal of proof of all payments made.

**Village of Bartlett Economic Development Assistance Application**

**Applicant Information:**

Applicant(s) Name Banbury Fair, Inc.  
Applicant(s) Address: 211 West Railroad Ave.  
E-Mail Address: jansuffern@gmail.com  
Primary Contact for Project: Bruce Suffern  
Cell Phone Number and/or Home Number: 630  
Applicant is or will be (check all that apply)  Tenant  Property Owner  
Number of Years in Business: 38 Number of Years in Bartlett: 38  
Contact Name and Information for Applicant's Agent or Architect (if any):  
NA

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

**Property Information:**

Project Property Location/Address: 211 W. Railroad Ave. & 209 S. Hickory Ave.  
This Property is (check all that apply): Retail  Restaurant  Office   
Other  (explain) Coffee shop, apartment, Barn wine bar  
Number of Businesses on Site: 3  
Names of Other Businesses on Site: Banbury Fair, Good Bean Coffee House, & LePete Wine Bar.  
Size of Building (dimensions or total square feet) apartment  
Stories in building: 2 Parking spaces on property: 7  
Last Real Estate Taxes Paid: (626.59) (1267.06) (7403.34)  
Property Tax Index Number(s) (PIN): 06-34-408-024-0000/06-34-408-020/  
County: Cook  DuPage  Kane  06-34-408-022

**Project Information:**

Total Anticipated Project Cost: \$ 250,233.56

Project Scope: Describe and identify all exterior/interior improvements proposed (Use additional paper if necessary to fully describe proposed project)

to meet Bartlett's Requirements for Bathroom facility at The property of Banbury Fair

If approved, estimated project completion date: 2022

Business Plan: For new business ventures, please include a two- to five-page business plan. Contact Tony Fradin with questions about the seven elements of a strong plan.

Please Attach: Contractor Estimates, 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

I further acknowledge 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 some percentage as recommended by staff in relation to 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

12/30/21

Date



**Return this completed application with attachments to:**

**Tony Fradin, Economic Development Coordinator**

**Village of Bartlett**

**228 S. Main Street**

**Bartlett, IL 60103**

Expenses related to the project "Le Ptit Bar Tapas" requirements for bathroom facility A the property of Banbury Fair.

1. Architect documents for construction by Jakl-Brandels ArchitectsLtd.....\$2685
2. Surveying and Engineering services for water and sanitary services by Webster, McGraph and Ahlberg, LTD.....\$4200.
3. Fire alarm conduit installation for bathrooms and kitchen extension by Signal-Tek, Inc....\$800
4. Demolition of existing building, bringing sewer and waterlines from hickory, concrete work including foundation of building housing bathrooms, concrete and gravel hauling soils, and curb repair. Plumbing, carpentry labor and materials, roofing, fascia, soffit, and gutters for the building. As well as electrical, drywall, tiling, trim and painting. Landscaping, asphalt parking lot repair.  
This work will be provided by Skillcraft, Mark Leffler , contractor.....242,548.56

Total estimated cost for project.....\$250,233.56



# Estimated Costs

Mark Leffler  
December 29, 2021  
29W648 Trinity Ln.  
W. Chicago, IL 60185  
Fax: 630-837-7941

708-641-9637

Date:

Insured

Incorporated

Owner: Bruce & Jan Suffern  
Job Location: 211 Railroad Ave  
60103  
Contact: Bruce Suffern

City: Bartlett

Zip:

Phone: 630

Demo of existing building	\$	4,700.00
Bring sewer from Hickory	\$	15,000.00
Bring water from Hickory	\$	15,500.00
Concrete	\$	24,416.80
Concrete (gravel/hauling soils)	\$	2,320.00
Curb/sidewalk repair	\$	1,687.00
Plumbing	\$	36,500.00
Carpentry	\$	25,000.00
Carpentry materials	\$	15,000.00
Roofing, fascia, soffit, gutters	\$	15,000.00
HVAC	\$	5,000.00
Electrical	\$	4,000.00
Dry wall	\$	7,000.00
Tiling	\$	10,000.00

Painting | \$ 7,000.00

Mark Leffler  
Skillcraft Representative:

"Building Your Dreams"  
THANK YOU FOR CHOOSING SKILLCRAFT CONSTRUCTION!

**STARK & SON TRENCHING INC.**

We Dig America  
45WB26 Rohrsen Road  
HAMPSHIRE, ILLINOIS 60140

**PROPOSAL 19937**

(847) 683-2217  
FAX (847) 683-2224

TO Mark Leffler Skillcraft Construction, Inc. 29W648 Trinity Lane West Chicago, IL 60185	PHONE 708/641-9637	DATE 12/3/2021
	JOB NAME / LOCATION LePttt Resto Bar Tapas 211 W. Railroad Avenue Bartlett, IL	
	JOB NUMBER m.leffler@comcast.net	JOB PHONE

We hereby submit specifications and estimates for:  
 To install sanitary sewer per plan dated 9/10/2021, including:  
 Saw cut, remove and dispose of asphalt on Hickory avenue,  
 Excavation and shoring of roadway,  
 Install 8" X 8" X 6" wye on existing sewer main,  
 2 - 8" X 8" no-shear mission couplings,  
 130 L.F. 6" PVC SDR 26,  
 2 - 6" clean outs, per code,  
 22 tons CA 7-11 bedding stone,  
 40 tons CA-6 gravel backfill in roadway and sidewalk,  
 Remove excess dirt (2 loads) from site;  
 For the sum of: Fourteen thousand four hundred sixty-two dollars **\$14,462.00**

To install water service including:  
 Saw cut, remove and dispose of asphalt pavement,  
 Directional bore roadway  
 1.5" pressure tap on existing water main,  
 One (1) 1.5" brass set, corporation, roadway, gate valve, Minneapolis pattern B-box,  
 2 - 1.5" Mueller compression couplings,  
 14 tons CA-6 gravel in roadway,  
 153' - 1.5" K copper,  
 For the sum of: Fifteen thousand four hundred fifty-four dollars **\$15,454.00**

Continued...

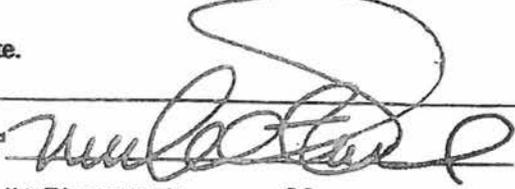
**We Propose** hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:

dollars (\$)

Payment to be made as follows:  
 Cash or bank payout due upon completion of installation.  
 Credit cards now accepted, fees may apply 10 days after invoice date.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be estimated only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurances. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature



Note: This proposal may be withdrawn by us if not accepted within

30

days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

**STARK & SON TRENCHING INC.**

We Dig America  
45W826 Rohrsen Road  
HAMPSHIRE, ILLINOIS 60140

(847) 683-2217  
FAX (847) 683-2234

**PROPOSAL 19937**

TO Mark Leffler Skillcraft Construction, Inc. 29W648 Trinity Lane West Chicago, IL 60185	PHONE	708/641-9637	DATE	12/3/2021
	JOB NAME / LOCATION			
	LePtit Resto Bar Tapas 211 W. Railroad Avenue Bartlett, IL			
JOB NUMBER		JOB PHONE		
m.leffler@comcast.net				

We hereby submit specifications and estimates for:  
Continued...

Prices do not include the following:  
 Permit or tap on fees  
 Asphalt or concrete restoration  
 Lawn or Landscape restoration

**We Propose** hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of: \_\_\_\_\_ dollars (\$)

Payment to be made as follows:  
 Cash or bank payout due upon completion of installation.  
 Credit cards now accepted, fees may apply 10 days after invoice date.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature:   
 Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_  
 Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

**STARK & SON TRENCHING INC.**

We Dig America  
45WB26 Rohrsen Road  
HAMPSHIRE, ILLINOIS 60140

**PROPOSAL 19938**

(847) 683-2217  
FAX (847) 683-2234

TO  
Mark Leffler  
Skillcraft Construction, Inc.  
29W648 Trinity Lane  
West Chicago, IL 60185

PHONE 708/641-9637 DATE 12/3/2021

JOB NAME / LOCATION  
LePtit Resto Bar Tapas  
211 W. Railroad Avenue  
Bartlett, IL

JOB NUMBER m.leffler@comcast.net JOB PHONE

We hereby submit specifications and estimates for:

To complete excavation for building addition including:  
Excavate for 84 L.F. 48" frost wall. Remove and dispose of 70 cubic yards of excess spoils.  
Backfill foundation once in place, inspected and approved by proper authorities. Fill all interior and exterior overdigs with granular material to avoid settlement. Supply and place 8" of CA 7-11 stone below slab;

For the sum of: Six thousand nine hundred five dollars **\$6,905.00**

\*Price does not include LPC 663 for spoil removal.

**We Propose** hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:

dollars (\$)

Payment to be made as follows:

Cash or bank payout due upon completion of each portion.  
Credit cards now accepted, fees may apply 10 days after invoice date.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All expenses contingent upon delays, accidents or delays beyond our control. Owner to carry Bldg. liability, and other necessary insurance. Our workers are fully covered by Workers Compensation insurance.

Authorized Signature



Note: This proposal may be withdrawn by us if not accepted within

30

days.

**Acceptance of Proposal** — The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Demo of existing building	
Bring sewer from Hickory	14,462
Bring water from Hickory	15,454
Concrete	24,416.8
Concrete (gravel/hauling soils)	2,320
Curb/sidewalk repair	1,687
Plumbing	36,500
Carpentry	25,000
Carpentry materials	15,000
Roofing, fascia, soffit, gutters	5,000
HVAC	
Electrical	
Drywall	7,000
Tiling	6,100
Painting	7,000
Trim	6,000
Landscaping	TBD
Asphalt Pk. Lot repair	TBD
<b>Total</b>	<b>165,939.8</b>
Skillcraft profit/overhead	
<b>Total project cost</b>	

\*\*Electrical to be done by others

\*\*HVAC to be done by others

Demo to be done by others

HVAC to be done by others

Electrical to be done by others

\*\*Landscaping not included in estimate. Determined once project reaches point where amount of repair can be estimated.

\*\*Parking lot repair not included in estimate. Determined once project reaches point where amount of repair can be estimated.



# Estimate/Contract

Mark Leffler  
December 29, 2021  
29W648 Trinity Ln.  
W. Chicago, IL 60185  
Fax: 630-837-  
7941

708-641-9637

Date:

Insured

Incorporated

### Sales Contract & Work Order

I / We, the owners of the below stated premises, hereby authorize Skillcraft Construction to furnish all necessary materials, labor, and workmanship (including sub-contractors' if necessary) to construct, install, and complete the improvements pursuant to the following specifications, terms, and conditions:

Owner: Bruce & Jan Suffern  
Job Location: 211 Railroad Ave City: Bartlett Zip:  
60103  
Contact: Bruce Suffern  
Phone: 630-

Scope of work to be completed: Construct an addition on the west side of the existing building (barn) at the above stated address to accommodate a seating area, men's bathroom, woman's bathroom, and a scullery area. See blue prints for details. See addendum for estimated cost breakdown.

Estimate Amount: \$242,548.56 (TWO HUNDRED FORTY TWO THOUSAND FIVE HUNDRED FORTY EIGHT)

Down payment: \$60,637.00 (SIXTY THOUSAND SIX HUNDRED THIRTY SEVEN) (25% required)

Second payment: \$60,637.00 (SIXTY THOUSAND SIX HUNDRED THIRTY SEVEN) (25% required)

\*Second payment due when water, sewer, and underground plumbing has been completed and passes inspection.

Third payment: \$60,637.00 (SIXTY THOUSAND SIX HUNDRED

**\*Third payment is due when rough framing and roofing has been completed and passes inspection**

**Final Payment: Balance due upon completion**

**\*\* Payments and schedule are obligatory unless alternate arrangements have been discussed and agreed upon.**

The endorsement of this agreement shall inure to the benefit of and be considered valid and binding on the heirs, executors, assignees, and successors of the respective parties. In the event of a breach of this contract, contract signee will be held responsible for all attorneys' fees pertaining to the litigation of this contract. No completion date under 45 days will be specified without written approval from Skillcraft. All jobs will be completed in a timely manner. All surplus materials become the property Skillcraft. Skillcraft cannot be held responsible for delays caused by inclement weather, strikes, material shortage, back orders, or "Acts of God." This contract may be terminated at the discretion of Skillcraft. Estimate is subject to change thirty (30) days after the date of submittal.

Signature (contracting party): \_\_\_\_\_

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

Skillcraft Representative: \_\_\_\_\_

**"Building Your Dreams"**

**THANK YOU FOR CHOOSING SKILLCRAFT CONSTRUCTION!**

Charles R. Muir, Project Manager  
C 630.291.2725

Jaki-Brandeis Architects Ltd  
1800 W Hawthorne Lane - Suite Q  
West Chicago, Ill. 60185

INVOICE

INVOICE # 21-113  
DATE: SEPTEMBER 13, 2021

D'licious - Rakesh Chopra  
Streets of Bartlett - Unit 124  
Bartlett, Illinois

Re: Le Petit Resto Bar Tapas  
211 W. Railroad Avenue, Bartlett

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Kenneth Brandeis	New Restaurant	Due on receipt	Due on Receipt

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Completion of Construction Documents		\$ 2,000.00
	Additional Work: Second Floor Plan drawing & details required by the Village - 4.5 hours @ \$70/hr. (reduced rate)		\$ 315.00
	Additional Work: Permit application - 2.5 hours @ \$70/hr. (reduced rate)		\$ 175.00
	Blueprinting 6 sets of Architectural & Civil Drawings w/ handling		\$ 195.00

SUBTOTAL
SALES TAX

TOTAL \$ 2,685.00

Make all checks payable to Jahl-Brandels Architects Ltd.



Over 100 Years of Service to Our Clients

WEBSTER, McGRATH & AHLBERG, LTD.

LAND SURVEYING - CIVIL ENGINEERING - LANDSCAPE ARCHITECTURE

207 S NAPERVILLE ROAD WHEATON, IL 60187

PH: 630-668-7603 FAX: 630-662-1780 WEB: WWW.WMA.ILTD.COM

**Agreement for Services**

**Date:** July 15, 2021

**To:** D'licious – Rakesh Chopra  
Streets of Bartlett, Unit 124  
Bartlett, Illinois

**Attn:** Rakesh Chopra

**Re:** Surveying and Engineering Services for Proposed Water and Sanitary Services  
**Location:** Le Ptit Resto Bar Tapas  
SWC of 209 S Hickory Ave/211 W. Railroad Ave. in Bartlett, Illinois

Per your request we are pleased to offer the following agreement to provide Surveying and Civil Engineering services for the proposed water and sanitary sewer services to installed at SWC of 209 S Hickory Ave/211 W. Railroad Ave. in Bartlett, Illinois.

**Proposed Surveying and Civil Engineering Services:**

- \$ 2,400.00 **Partial Boundary and Topographic Survey** – Prepare a Partial Boundary and Topographic Survey of the southwest portion of the site with overlap in all directions. Survey to extend from the existing building at 209 S Hickory Avenue to the Hickory Ave ROW up to the existing water and sanitary sewer mains with overlap in all directions.
- \$ 1,800.00 **Final Engineering Plans** – Final Engineering Plans, including an Existing Conditions Plan, Utility Plan, Restoration and Erosion Control Plan, and Construction Details.
- \$ 4,200.00 **Total for Surveying and Civil Engineering Services**

This Agreement covers the initial submittal; any revisions or change in scope due to site plan changes shall be under separate contract. The terms of the attached "Standard Provisions of Agreement between Client and Consultant", which Client hereby acknowledges receiving, are incorporated and made a part of this Agreement. If you have any questions, please contact **Mark Richards** at 630-668-7619. If this agreement is satisfactory to you, please return an executed copy to us. The signed copy and a 50% deposit in the amount of \$2,100.- will serve as our agreement and authorization to proceed.

Sincerely,  
WEBSTER, McGRATH & AHLBERG, LTD.

Signed: *S. Mark Richards* Date: July 15, 2021  
S. Mark Richards, Vice President

CLIENT:

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Printed: \_\_\_\_\_ Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

December 26, 2021

Proposal#: 211205

REF: Fire Alarm Conduit Installation

Mr. Bruce Suffern  
Banbury Fair  
211 W Railroad Ave, Bartlett, IL-60103

Phone: (630)  
Fax:  
@gmail.com

Dear Mr. Bruce Suffern

Signal-Tek Inc. is pleased to provide the following quote for the Fire Alarm Conduit installation for the bathrooms and kitchen area extension. JCI will pull the wires and install the devices.

Work Scope:

1. Provide and Install:
  - a) 3/4" conduit Red Colored approximately 120 Ln.ft
  - b) 6 Junction Boxes, cover plates and device plates Red Colored.
2. All work to be performed professionally, any waste material shall be removed from the facility.
3. Proposed amount includes Material and Labor.

Should you have any questions please feel free to contact me.

Sincerely  
Davar Qureshi

An amount of \$800.00 is proposed to carry out the work inclusive of all taxes

Agreement (authorization required for the contract approval) :

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Phone

- Quote valid for one month from the issued date • 50% deposit required prior to start the work • Delivery time is approximately 5 to 7 business days
- Signal-Tek is not liable for misuse, abuse and/or illegal use of the equipment supplied • No additional work will be performed apart from this quotation
- Physical damage, tampering, abuse, or modifying voids the warranty

COMMERCIAL & RESIDENTIAL ELECTRICAL SERVICES, INSTALLATION & MAINTENANCE

Signal-Tek Inc. 211 W Railroad Ave, Bartlett, IL 60103 | Phone: (630) 471-1111 | Fax: (630) 471-1112

Sheet1

Sheet2

Sheet3

Demo of existing building	4,700
Bring sewer from Hickory	15,000
Bring water from Hickory	15,500
Concrete	24,416.8
Concrete (gravel/hauling soils)	2,320
Curb/sidewalk repair	1,687
Plumbing	36,500
Carpentry	25,000
Carpentry materials	15,000
Roofing, fascia, soffit, gutters	15,000
HVAC	5,000
Electrical	4,000
Drywall	7,000
Tiling	10,000
Painting	7,000

Trim	6,000
Landscaping	3,000
Asphalt Pk. Lot repair	5,000
Total	202,123.8
Skilledcraft profit/overhead 20%	40,424.76
Total project cost	242,548.56



WEBSTER, McGRATH & AHLBERG, LTD.

1100 S. BROADWAY • CHICAGO, ILLINOIS 60605 • TEL: 312.467.1000

FAX: 312.467.1001 • WWW.WMA-LLC.COM

Client: 1001 - Le Petit Resto Bar Tapas

**Agreement for Services**

**Date:** July 15, 2021

**To:** D'liscious – Rakesh Chopra  
Streets of Bartlett, Unit 124  
Bartlett, Illinois

**Attn:** Rakesh Chopra

**Re:** Surveying and Engineering Services for Proposed Water and Sanitary Services  
**Location:** Le Petit Resto Bar Tapas  
SWC of 209 S Hickory Ave/211 W. Railroad Ave. in Bartlett, Illinois

Per your request we are pleased to offer the following agreement to provide Surveying and Civil Engineering services for the proposed water and sanitary sewer services to installed at SWC of 209 S Hickory Ave/211 W. Railroad Ave. in Bartlett, Illinois.

**Proposed Surveying and Civil Engineering Services:**

- \$ 2,400.00 **Partial Boundary and Topographic Survey** – Prepare a Partial Boundary and Topographic Survey of the southwest portion of the site with overlap in all directions. Survey to extend from the existing building at 209 S Hickory Avenue to the Hickory Ave ROW up to the existing water and sanitary sewer mains with overlap in all directions.
- \$ 1,800.00 **Final Engineering Plans** – Final Engineering Plans, including an Existing Conditions Plan, Utility Plan, Restoration and Erosion Control Plan, and Construction Details.
- \$ 4,200.00 **Total for Surveying and Civil Engineering Services**

This Agreement covers the initial submittal; any revisions or change in scope due to site plan changes shall be under separate contract. The terms of the attached "Standard Provisions of Agreement between Client and Consultant", which Client hereby acknowledges receiving, are incorporated and made a part of this Agreement. If you have any questions, please contact **Mark Richards** at 630-668-7619. If this agreement is satisfactory to you, please return an executed copy to us. The signed copy and a 50% deposit in the amount of \$2,100.- will serve as our agreement and authorization to proceed.



**VILLAGE OF BARTLETT  
ECONOMIC DEVELOPMENT COMMISSION MINUTES  
JANUARY 10, 2022**

---

1. CALL TO ORDER

Commissioner Erickson called the regular meeting of January 10, 2022 of the Economic Development Commission (EDC) of the Village of Bartlett to order on the above date at 7:04 PM

2. ROLL CALL

PRESENT: Commissioners Erickson, Gorski, Gudenkauf, Hughes (via phone), LaPorte, Lewensky, Perri, Smodilla

ABSENT: Commissioner Kubaszko

ALSO PRESENT: Economic Development Coordinator Tony Fradin, Assistant Village Administrator Scott Skrycki, Management Analyst Joey Dienberg

3. APPROVAL OF NOVEMBER 8, 2021 MEETING MINUTES

Commissioner Smodilla moved to approve the November 8, 2021 meeting minutes, seconded by Commissioner Gorski.

AYES: Commissioners Erickson, Gorski, Gudenkauf, Hughes, LaPorte, Lewensky, Perri, Smodilla

NAYS: None

ABSENT: Commissioner Kubaszko

MOTION CARRIED

4. PUBLIC COMMENT

NONE

5. BANBURY FAIR BEDA APPLICATION

Mr. Fradin stated that Banbury Fair has been the retail anchor of downtown Bartlett for the past thirty-eight years. As the downtown has continued developing and numerous businesses have come and gone, one constant since the early eighties (1983) has been Banbury Fair, which was originally located at the former building at 121 Railroad Avenue and then later expanded and relocated to its current address in 1987, where the Suffern's have owned and operated this highly unique business ever since.



**VILLAGE OF BARTLETT**  
**ECONOMIC DEVELOPMENT COMMISSION MINUTES**  
**JANUARY 10, 2022**

---

As one of the longest-tenured businesses in the village with two of the oldest building structures in the area, the Sufferns have succeeded in keeping their business viable and timely, having added tenants including a candy store, children's parties, antiques in the barn, small retailers within their own designated areas, a coffee shop and more over the years.

Bruce, Jan, and their associate Sandy Braun have remained nimble and have also sponsored and participated in nearly every downtown area event including fashion shows, Ladies Nights Out every month, Heritage Days, Small Business Saturday and much more. Banbury Fair is truly one of the most iconic businesses in the village.

In 2020, the Sufferns decided to upgrade the 120-year-old historic barn on the (adjoining) property and convert it from a barn structure housing antiques into a stand-alone wine and/or food business.

After promoting the opportunity via a widely-publicized video on YouTube and word-of-mouth, Bartlett resident and successful restaurateur Rakesh Chopra began pursuing the potential for redeveloping the barn into an eating and drinking establishment.

The Village Board approved Mr. Chopra's concept for Le P'tit Resto Bar Tapas at its July 20, 2021 meeting including its site plan, special uses for serving liquor, outdoor seating, and live entertainment and a variance for a parking reduction. Some of the preliminary work commenced soon thereafter in preparation for this project.

Because the buildings on the adjoining properties are so old and lack the necessary infrastructure to meet current Building and Health Codes, the project became more costly and numerous upgrades were required.

The main items that required upgrades for this first phase of the project are plumbing-related and include a massive amount of concrete work, bringing water and sewer to the property from Hickory Avenue, and general plumbing.

The attached proposal from Stark & Son Trenching and from Mark Leffler of Skillcraft Construction includes extensive details on many more items also including non-plumbing items such as soil work, curb repairs, roofing, labor costs around \$40,000 and more. The grand total for the total project is \$242,548 not including the architect and surveyor, which have not been added to the BEDA program as eligible costs. Including those, the cost for phase one of this project is over a quarter-million dollars.

Please note that this first phase does not include complete interior buildout for the tapas lounge/wine bar that will be paid for by Mr. Chopra. Those costs and the associated BEDA application will be submitted by Mr. Chopra at a later date and will be specific to the barn property, which is a separate PIN and will be issued its own address.



**VILLAGE OF BARTLETT**  
**ECONOMIC DEVELOPMENT COMMISSION MINUTES**  
**JANUARY 10, 2022**

---

This much-anticipated improvement and redevelopment of the Banbury Fair property will set the stage for the next decades of this key business.

Considering the massive investment that is being made in the property for this project and the proven long-term success of the applicants, staff recommends a maximum grant amount of \$50,000, to be paid upon completion of the items listed in this application and submittal of proof of payments made.

Commissioner Smodilla stated that she is grateful for the Sufferns dedication to the community and the diversity of goods and services that they bring to the community. She also asked the petitioners the status of the property, if it would be going up for sale anytime soon, the flexibility of the space if the business ever changes in terms of bringing in future businesses as well as the projected number of parking spaces.

Mr. Suffern stated that it is not currently for sale. He stated that due to the pandemic, they had to let the previous renter of the barn go. The pandemic has changed their long-term business plan, especially the viability of antique sales. He stated that they are looking to take advantage of the building of MORE Brewing, and are looking at creating a desirable destination, and by adding a restroom and improving the space, it keeps the barn viable for any other businesses to comply with the current codes and standards. He emphasized that the improvements being made would be applicable to any business that would want to go in. He added that the indoor capacity is 48, and the outdoor area is 60. He added that they also want to renovate one of the outbuildings for an additional use as a waitress station.

Commissioner Perri thanked the petitioner for staying in Bartlett, and for spending the money to keep the business viable. He also asked what the business relationship will be with Mr. Chopra as far as this building is concerned.

Mr. Suffern stated he has known Mr. Chopra since he opened his first restaurant in Bartlett and that he has always thought he has done a superlative job. He stated that there have been talks of them doing business together for many years. He added that he then recruited him to come look at the barn to think about it, and they agreed that the concept would be great. Mr. Chopra asked for a long-term lease that will change dramatically due to the expense of the buildout. All of the cooking will be done offsite at Bovino, and the barn would just be prepping and dishes, rather than cooking onsite. He also added that the event would be able to host small outdoor events/wedding receptions.

Commissioner Perri asked if they had enough parking.

Mr. Suffern stated that they have plenty at the moment. He added that there be challenges when MORE is open, and that if it becomes a problem, there is plenty of nearby parking. He added that he is looking forward to having that challenge.



**VILLAGE OF BARTLETT  
ECONOMIC DEVELOPMENT COMMISSION MINUTES  
JANUARY 10, 2022**

---

Mr. Skrycki added that there are over 700 free spots available in the METRA lots that are free after 11 a.m. and on weekends.

Commissioner Smodilla stated that she would like to further discuss METRA parking issues at a later meeting, adding that many METRA spots are blocked off in the winter.

Mr. Skrycki stated that is a cost savings measure, due to the lack of need for the spaces at this time. He stated that they let residents/commuters know via the Bartletter and signage. He added that this measure is to limit the amount of spaces that are plowed in the winter, and that when more parking is needed, they would make the necessary changes.

Commissioner Perri moved to recommend a BEDA grant in the amount of \$50,000 to Banbury Fair, Seconded by Commissioner Gudenkauf.

**ROLL CALL VOTE**

**AYES:** Commissioners Erickson, Gorski, Gudenkauf, Hughes, LaPorte, Lewensky, Perri, Smodilla

**NAYS:** None

**ABSENT:** Commissioner Kubaszko

Commissioner Erickson stated that she has toured the barn and it looks great. She wished them the best of luck.

**6. MERRY & BRIGHT RECAP**

Mr. Dienberg stated that in an effort to create a succinct overall brand for all holiday events throughout Bartlett, partnering with the Bartlett Area Chamber, the Bartlett Park District, the Bartlett Library District, Bartlett Rotary Club, and the Bartlett Lions, the village hosted the first Merry and Bright celebration. Merry and Bright brought all of the events, old and new, from all of the different taxing bodies and organizations participating under one concise brand.

He continued stating that the first year of the program was undoubtedly a success. At the Holiday Tree Lighting, there were a projected 2,000 people in attendance. The event featured a meet & greet with characters from Frozen, lit up holiday cars, a carriage ride through the downtown, beautiful downtown lighting, carolers from Arts in Bartlett, branded merchandise and even a marriage proposal in the gazebo. Over 40 gallons of cocoa were consumed, over 1,500 cookies from Rebecca's Cakes by Design were given out as well as 600 hot dogs by the Dogfather. The same success can be attributed to the sold-out Cocoa Crawl, which saw over 190 "crawlers" visiting 25 different Bartlett businesses.



# Agenda Item Executive Summary

Item Name Stop CPKC Coalition IGA Committee or Board Board

<b>BUDGET IMPACT</b>			
Amount:	Not to exceed \$100,000	Budgeted	no
List what fund	General Fund		
<b>EXECUTIVE SUMMARY</b>			
<b>ATTACHMENTS (PLEASE LIST)</b>			
Memo, Resolution, IGA			

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance

X Motion: I move to approve Resolution 2022- \_\_\_\_\_-R, a Resolution Approving the Intergovernmental Agreement Forming the Stop CPKC Coalition and Sharing Costs to Represent the Common Interests of the Parties Related to the Merger of the Canadian Pacific and Kansas City Southern Railroads and granting authority not to exceed \$100,000.

Staff: Paula Schumacher, Village Administrator Date: February 21, 2022

# Memorandum

**TO:** Kevin Wallace, Village President and Board of Trustees

**FROM:** Paula Schumacher, Village Administrator

**DATE:** February 18, 2022

**SUBJECT:** Stop CPKC Coalition and Cost Sharing Agreement

---

The Canadian Pacific and Kansas City Southern Railroads have filed an application with the Surface Transportation Board (STB) seeking authorization for a merger. CP and KCS are both Class I railroads, which are the largest freight railroads. The merger is considered an "end-to end" merger because their networks do not overlap and the joining of the railroads would create a single railroad connection between Canada and Mexico.

It is estimated that if the merger is approved, freight traffic on the Milwaukee District West rail line would increase by more than 300% in the first three years. For Bartlett that would mean an additional 8 freight trains per day.

As you know, we have had meetings with representatives from Canadian Pacific, but jointly with the other impacted communities and with just our Bartlett team. In those meetings we have raised our concerns regarding, the increase to noise and vibration the trains will cause, the increased safety concerns relative to additional train traffic and hazardous materials transportation, emergency response impact, interference with commuter access and our TOD development plans in our downtown.

The communities along the Milwaukee District West rail line have joined together in a coalition, the Stop CPKC Coalition, to prevent this merger as proposed and represent our common interests regarding the merger pending before the STB. The agreement before the board for consideration is to share the expected costs related to investigating, evaluating, communicating and representing the coalition's interests equally with the member communities, Itasca, Wood Dale, Roselle, Bensenville, Elgin, Hanover Park and Schaumburg. The costs for legal, technical, communications consultants to advise and if necessary testify before the STB in support of our shared interests will be coordinated by the Village of Itasca. I would recommend having a not to exceed limit of \$100,000 at this time.

Motion: I move to approve Resolution 2022- \_\_\_\_\_-R A Resolution Approving the Intergovernmental Agreement forming the Stop CPKC Coalition and Sharing Costs to Represent the Common Interests of the Parties Related to the Merger of the Canadian Pacific and Kansas City Southern Railroads.

**RESOLUTION 2022-\_\_\_\_-R**

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT FORMING THE STOP CPKC COALITION AND SHARING COSTS TO REPRESENT THE COMMON INTERESTS OF THE PARTIES RELATED TO THE MERGER OF THE CANADIAN PACIFIC AND KANSAS CITY SOUTHERN RAILROADS**

**WHEREAS**, Article 7, Section 10 of the Illinois Constitution of 1971 and the Illinois Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. allow units of local government to enter into intergovernmental agreement in the furtherance of their governmental purposes; and,

**WHEREAS**, on October 29, 2021, Canadian Pacific Railway Limited, et al. (CP) and Kansas City Southern (KCS) filed an application to the Federal Surface Transportation Board (STB) seeking approval for CP to purchase KCS; and,

**WHEREAS**, the proposed merger of CP-KCS would increase the average number of freight trains that move through the village from the current 3 freight trains per day to 11 freight trains per day; and,

**WHEREAS**, the proposed merger would increase the gross daily tons miles (GTMs) of freight that moves through the village from the current rate of 37,205 (14 million annual GTMs) gross daily tons miles to 84,986 (31 million annual GTMs) gross daily tons miles. This is an increase of 47,781 gross GTMs. The increased tonnage combined with the increased volume of trains will create strong and persistent vibrations that will constitute a nuisance and a danger to homes and other buildings near the Metra Milwaukee District West rail line; and,

**WHEREAS**, the proposed merger would increase the daily carloads of hazardous material that moves through the village from 167 (61,000 annual) carloads to 197 (72,000 annual) carloads per day; and,

**WHEREAS**, the proposed merger will interfere with efforts to create suburb to suburb mobility for residents, workers and visitors in the region and is expected to cause delays for commuter train traffic due to freight train operations and adversely impact planned economic development; and,

**WHEREAS**, the corporate representatives of communities along the Milwaukee District West corridor wish to form a coalition to represent their common interests in the merger proceedings before the Surface Transportation Board; and,

**WHEREAS**, the participating communities agree to share the expected costs related to investigating, evaluating, communicating and representing the coalition's interests;

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

**SECTION ONE:** The Village Board authorizes and approves the intergovernmental agreement forming the Stop CPKC Coalition.

**SECTION TWO:** The Village Board authorizes the cost sharing necessary to represent the common interests of the parties related to the merger of the Canadian Pacific and Kansas City Southern railroads.

**SECTION THREE:** The Village Board authorizes the Village Administrator to expend an amount not to exceed one hundred thousand dollars (\$100,000.00) to fund legal, technical, public affairs, lobbying, legislative, administrative and all other lawful expenses related to the representation of the Village of Bartlett in the opposition to the merger of CP and KCS.

**SECTION FOUR:** This Resolution shall take effective immediately upon its passage and approval as provided by law.

**ROLL CALL VOTE:**

**AYES:** Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski

**NAYS:** None

**ABSENT:** None

**PASSED:** March 1, 2022

**APPROVED:** March 1, 2022

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

**ATTEST:**

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

## CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2022-\_\_\_\_\_ enacted on March 1, 2022 and approved on March 1, 2022 as the same appears from the official records of the Village of Bartlett.

---

Lorna Giles, Village Clerk

**INTERGOVERNMENTAL AGREEMENT FORMING THE MILWAUKEE DISTRICT WEST  
COMMUNITY COALITION AND SHARING COSTS TO REPRESENT THE COMMON  
INTERESTS OF THE PARTIES RELATED TO THE MERGER OF THE CANADIAN  
PACIFIC AND KANSAS CITY SOUTHERN RAILROADS**

This Agreement is made this 1st day of March, 2022 (“Effective Date”), by and between the Village of Itasca, the City of Wooddale, the Village of Roselle, the Village of Bensenville, the Village of Bartlett, the City of Elgin, and the Village of Hanover Park (collectively, the “Parties”) (individually, “Party”).

**RECITALS**

WHEREAS, the Parties are municipal corporations; and

WHEREAS, Article 7, Section 10 of the Illinois Constitution of 1971 and the Illinois Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. allow units of local government to enter into intergovernmental agreements in the furtherance of their governmental purposes; and

WHEREAS, the Canadian Pacific and Kansas City Southern Railroads have filed seeking approval from the Surface Transportation Board to approve a merger of the railroads;

WHEREAS, the approval of the merger is expected to increase freight traffic on the Milwaukee District West rail line through the Parties by up to 300% in three years;

WHEREAS, the Parties are public entities along the railroad between Franklin Park and Hampshire and agree that the increase of freight train traffic and train lengths through their communities may have a detrimental impact on the quality of life for residents and business operations;

WHEREAS, the corporate representatives of these Parties wish to form a Coalition to represent their common interests in the merger proceedings in front of the Surface Transportation Board;

WHEREAS, the Parties agree to share the expected costs and expenses related to investigating, evaluating, communicating and representing the Coalition’s interests.

**AGREEMENT**

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and among the Parties as follows:

**Incorporation of Recitals.** The above recitals are hereby incorporated into and made a part of this Agreement.

**Coalition Formation and Purpose.** The Parties agree to form a Coalition to investigate, evaluate, communicate and represent the joint interests of members to mitigate the impact of the Canadian Pacific and Kansas City Southern Railroads merger. The Coalition will retain legal,

technical, and government affairs attorneys and consultants to advise and possibly testify before the Surface Transportation Board in support of the interests of the Parties and other communities along the railroad between Franklin Park and Hampshire.

**Coordination.** The Village of Itasca agrees to coordinate on behalf of all Parties in evaluating and retaining attorneys and consultants consistent with the Coalition’s purpose as described in paragraph 2.

**Cost Sharing.** The Parties agree to split equally the costs and expenses incurred by the Coalition in retaining the appropriate attorneys and consultants. The Coalition will provide the Parties with invoices of the reflecting the Party’s responsibility. The Parties agree to pay the invoices within 45 days of receipt. Failure to timely pay the invoices will result in the matter being brought before the Coalition for consideration of continuing participation.

**Termination.** If a Party wishes to leave the Coalition, it may do so by submitting a 30-day written notice to the Coalition and the Village of Itasca. After the written notice is received by the Coalition and the Village of Itasca, the exiting Party is no longer responsible for the decisions made and costs incurred by the Coalition after that date.

**Representations.** Each Party represents to the other that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement; the person executing this Agreement on behalf of their Party has the authority to do so; upon execution of this Agreement by the Parties, it is valid and binding, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

The parties hereby enter into this Agreement as of the Effective Date.

Village of Itasca

City of Wood Dale

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

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

Name: Jeffery J Pruyn

Name: \_\_\_\_\_

Title: Village President

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

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

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

Village of Bensenville

Village of Roselle

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

Village of Bartlett

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

Name: \_\_\_\_\_

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

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

City of Elgin

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

Name: \_\_\_\_\_

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

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

Village of Hanover Park

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

Name: \_\_\_\_\_

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

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



# Agenda Item Executive Summary

Item Name      O'Hare's Pub and Restaurant Class J Liquor License Application      Committee or Board      Board

## BUDGET IMPACT

Amount:      N/A      Budgeted      N/A

List what fund      N/A

## EXECUTIVE SUMMARY

O'Hare's Pub and Restaurant has applied for two Class J liquor licenses to sell alcohol at their St. Patrick's Day celebration on Saturday, March 12 and Sunday March 13th at 391 Bartlett Plaza, located in the Streets of Bartlett. Additionally, they are applying for an additional Class J license for Thursday, March 17th at the same location.

The Village Board created the Class J liquor license for special events and enables businesses or organizations that currently hold a Bartlett Liquor License for the sale and consumption of alcohol, to hold an outdoor special event liquor license on a limited basis. The license allows for up to six days per year with each event being held for a maximum of two consecutive days.

## ATTACHMENTS (PLEASE LIST)

Staff memo dated February 21, 2022  
Class J Liquor License Application  
Proof of Insurance  
Property owner Authorization Letter  
Proof of Bartlett Liquor License

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve the Class J liquor license applications submitted by O'Hare's Pub and Restaurant for a special event from 11:00 a.m. to 11:00 p.m. on March 12<sup>th</sup>, and 11:00 a.m. to 9:00 p.m. on March 13<sup>th</sup> and 17<sup>th</sup>.

Staff:      Samuel Hughes, Senior Management Analyst      Date:      02/21/2022

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Senior Management Analyst  
**Date:** February 21, 2022  
**Re:** O'Hare's Pub and Restaurant Class J Liquor License Application  
(St. Patrick's Day)

---

O'Hare's Pub and Restaurant has applied for two Class J liquor licenses to sell alcohol at their St. Patrick's Day celebration on Saturday, March 12 and Sunday March 13<sup>th</sup> at 391 Bartlett Plaza, located in the Streets of Bartlett. Additionally, they are applying for an additional Class J license for Thursday, March 17<sup>th</sup> at the same location.

The Village Board created the Class J liquor license for special events that enables organizations that currently hold a Bartlett liquor license for the sale and consumption of alcohol to hold an outdoor special event liquor license on a limited basis. The license restricts the special event to a twelve-hour time frame between the hours of 11:00 a.m. and 11:00 p.m. if held on a Friday or Saturday and between the hours of 11:00 a.m. and 9:00 p.m. if held on a Sunday through Thursday. The license allows for up to six days per year with each event being held for a maximum of two consecutive days. **The request by O'Hare's Pub and Restaurant falls within these parameters.**

The event being held on March 17<sup>th</sup> would be considered a separate occurrence from the event held on March 12<sup>th</sup> and 13<sup>th</sup> which is why two separate Class J applications were required. The vast majority of the event will be located indoors, with just a barricaded area outdoors with a beer truck. There will be no tent or outdoor music for this event.

The Class J license is issued by the Liquor Commissioner with the consent of the Village Board. Like our other special event liquor licenses, this license is issued per event and the number is not created by ordinance.

Proof of insurance and written permission from the owner of the property where the event will take place is also required and attached. The appropriate certificate of insurance has been submitted by the applicant. The certificate has been reviewed and approved by the Village Attorney.

## **Motion**

I move to approve the Class J liquor license applications submitted by O'Hare's Pub and Restaurant for a special event from 11:00 a.m. to 11:00 p.m. on March 12<sup>th</sup>, and 11:00 a.m. to 9:00 p.m. on March 13<sup>th</sup> and 17<sup>th</sup>.

VILLAGE OF BARTLETT  
CLASS J LIQUOR LICENSE APPLICATION

DATE: Feb 17, 2022  
FEE: \$100.00 Per Two Day Event  
\$75.00 Per One Day Event

CR # 2844

The Class J license (as defined in Section 3-3-2-12), which allows a licensee that holds a Class A, A extended, B, F, and/or G liquor license issued by the Village of Bartlett Local Liquor Control Commissioner (the "Local Liquor Control Commissioner"), to sell and offer for sale, at retail, alcoholic liquor for use and consumption, but not for resale in any form, only at the location adjacent to the premises for which the licensee has been issued a Class A, A extended, B, F, and/or G on premises liquor license, and on the specific date or dates designated for the "special event" as defined in Section 3-3-2-12 of the Bartlett Municipal Code, as amended, and as set forth in the license, subject to the restrictions set forth below:

**Hours of Operation:**

1. Not to exceed ten (10) hours within a period of twenty-four (24) hours for a special event that falls on a Sunday, Monday, Tuesday, Wednesday or Thursday within the following time limits:  
Sunday – Thursday                      from 11:00 a.m. until 9:00 p.m.
2. Not to exceed twelve (12) hours within a period of twenty-four (24) hours, for a special event that falls on a Friday or Saturday, or both, within the following time limits:  
Friday – Saturday                      from 11:00 a.m. until 11:00 p.m.

A Class J license may be issued at any time by the Local Liquor Control Commissioner with the approval of the Board of Trustees, and shall be issued for a specific time period, not to exceed the duration for each special event or the time limits stated above, and with a limit of 2 successive days constituting a single special event covered by the issuance of a single Class J Liquor License, and not to exceed six (6) total days in a twelve (12) month period.

Each special event requires a separate Class J license and a separate fee of \$100.00 per two day special event, or \$75.00 per one day special event.

The undersigned hereby makes application for a Class J Liquor License and hereby certifies to the following facts:

Name of Business: O'Hares Pub & Restaurant

Class of On Premises Liquor License held by Applicant: Margaret O'Hare Vance

Mailing Address of Business: 391 Bartlett Plaza

Contact Name: Margaret O'Hare Vance Telephone Number: 630-372-8878

Date of Event: March 17, 2022

Times of event (include a.m./p.m.): 11 AM to 9 PM

If the adjoining property on which the applicant is seeking to hold its special event is not owned by the applicant, attach a copy of a lease, license agreement or other written agreement signed by the owner, or the owner's agent, authorizing the use of its property for the special event and the date(s), times, and description of the area authorized to be used.

Name of Owner (or Owner's Authorized Agent) of the Adjoining Property: Manny Rafidiq

Adjoining Property Owner's Address: The Streets of Bartlett Plaza

Contact Name for Adjoining Owner/Agent: Manny Rafidiq Telephone Number: 

Description of area adjoining owner's property to be utilized for the special event applied for:  
(Alternatively, attach a site map of the area of the adjoining property to be used for the special event.)

THE STREETS OF BARTLETT RETAIL PLAZA

**Certificate of Insurance in compliance with Section 3-3-6 of the Bartlett Liquor Control Ordinance MUST be attached.**

**Location:** The location shall be as designated on the license. Locations shall be limited to property that is located adjacent to the premises and/or in the same commercial center in which the licensee's business for which licensee has been granted his, hers or its respective Class A, A extended, B, F and/or G liquor license by the Local Liquor Control Commissioner, is located. In the event licensee does not own said adjacent property or the commercial center, licensee must furnish proof that the owner of said property has granted licensee the right to use and occupy the property on which the special event will take place for the date(s), time period(s), location on the adjacent premises, and purposes of the event in the form of a written lease agreement, license agreement and/or other written agreement authorizing said special event to take place on his, her or its property acceptable to the local Liquor Control Commissioner.

**Definition:** "Special event" as used herein means an event involving the sale and/or offer for sale of alcohol during the time period on the date(s) and at the location specified on the Class J Liquor License. A special event retailer licensee for the purposes of this section includes for profit business entities.

AFFIDAVIT

Village of Bartlett  
Cook, DuPage, and Kane Counties, Illinois

The undersigned swears (or affirms) that he or she is the licensee individually or is a duly authorized officer or agent of the corporation, or other legal entity, in whose name this application is made, and that the statements contained in this application are true and correct to the best of his or her knowledge and belief. In the event the applicant is issued the requested class J liquor license, the applicant/licensee therein shall not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the laws of the State of Illinois or the United States of America, in the conduct of the special event(s). The undersigned acknowledges that the violation of the terms of the class J liquor license could be the basis for a fine and/or the suspension or revocation of the licensee's underlying Class A, A extended, B, F, and/or G liquor license.

Margaret O'Hare Vance President\*  
Signature

\_\_\_\_\_  
Signature Secretary

Subscribed and sworn by Margaret O'Hare Vance  
before me this 19 day of February, 2020



[Signature]  
Notary Public

(Seal)

\*If the signatory is someone other than the President, said signatory shall attach a copy of the corporate resolution authorizing said signatory to sign on behalf of the Corporation. If the licensee is a limited liability company ("LLC") or other legal entity, attach a copy of the operating agreement for the LLC or governing document of any other type of entity.

VILLAGE OF BARTLETT  
CLASS J LIQUOR LICENSE APPLICATION

DATE: Feb 17, 2022  
FEE: \$100.00 Per Two Day Event  
\$75.00 Per One Day Event  
check # 2945

The Class J license (as defined in Section 3-3-2-12), which allows a licensee that holds a Class A, A extended, B, F, and/or G liquor license issued by the Village of Bartlett Local Liquor Control Commissioner (the "Local Liquor Control Commissioner"), to sell and offer for sale, at retail, alcoholic liquor for use and consumption, but not for resale in any form, only at the location adjacent to the premises for which the licensee has been issued a Class A, A extended, B, F, and/or G on premises liquor license, and on the specific date or dates designated for the "special event" as defined in Section 3-3-2-12 of the Bartlett Municipal Code, as amended, and as set forth in the license, subject to the restrictions set forth below:

**Hours of Operation:**

1. Not to exceed ten (10) hours within a period of twenty-four (24) hours for a special event that falls on a Sunday, Monday, Tuesday, Wednesday or Thursday within the following time limits:  
Sunday – Thursday                      from 11:00 a.m. until 9:00 p.m.
2. Not to exceed twelve (12) hours within a period of twenty-four (24) hours, for a special event that falls on a Friday or Saturday, or both, within the following time limits:  
Friday – Saturday                      from 11:00 a.m. until 11:00 p.m.

A Class J license may be issued at any time by the Local Liquor Control Commissioner with the approval of the Board of Trustees, and shall be issued for a specific time period, not to exceed the duration for each special event or the time limits stated above, and with a limit of 2 successive days constituting a single special event covered by the issuance of a single Class J Liquor License, and not to exceed six (6) total days in a twelve (12) month period.

Each special event requires a separate Class J license and a separate fee of \$100.00 per two day special event, or \$75.00 per one day special event.

The undersigned hereby makes application for a Class J Liquor License and hereby certifies to the following facts:

Name of Business: O'Hares Pub & Restaurant

Class of On Premises Liquor License held by Applicant: Margaret O'Hare Vance

Mailing Address of Business: 391 Bartlett Plaza

Contact Name: Margaret O'Hare Vance Telephone Number: 630-372-8878

Date of Event: March 12-13, 2022

Times of event (include a.m./p.m.): March 12, 11AM to 11 PM  
March 13, 11AM to 9 PM

If the adjoining property on which the applicant is seeking to hold its special event is not owned by the applicant, attach a copy of a lease, license agreement or other written agreement signed by the owner, or the owner's agent, authorizing the use of its property for the special event and the date(s), times, and description of the area authorized to be used.

Name of Owner (or Owner's Authorized Agent) of the Adjoining Property: Manny Rafidi

Adjoining Property Owner's Address: The Streets of Bartlett Plaza

Contact Name for Adjoining Owner/Agent: Manny Rafidi Telephone Number: [REDACTED]

Description of area adjoining owner's property to be utilized for the special event applied for:  
(Alternatively, attach a site map of the area of the adjoining property to be used for the special event.)

THE STREETS OF BARTLETT RETAIL PLAZA

**Certificate of Insurance in compliance with Section 3-3-6 of the Bartlett Liquor Control Ordinance**  
**MUST be attached.** ✓

**Location:** The location shall be as designated on the license. Locations shall be limited to property that is located adjacent to the premises and/or in the same commercial center in which the licensee's business for which licensee has been granted his, hers or its respective Class A, A extended, B, F and/or G liquor license by the Local Liquor Control Commissioner, is located. In the event licensee does not own said adjacent property or the commercial center, licensee must furnish proof that the owner of said property has granted licensee the right to use and occupy the property on which the special event will take place for the date(s), time period(s), location on the adjacent premises, and purposes of the event in the form of a written lease agreement, license agreement and/or other written agreement authorizing said special event to take place on his, her or its property acceptable to the local Liquor Control Commissioner.

**Definition:** "Special event" as used herein means an event involving the sale and/or offer for sale of alcohol during the time period on the date(s) and at the location specified on the Class J Liquor License. A special event retailer licensee for the purposes of this section includes for profit business entities.

AFFIDAVIT

Village of Bartlett  
Cook, DuPage, and Kane Counties, Illinois

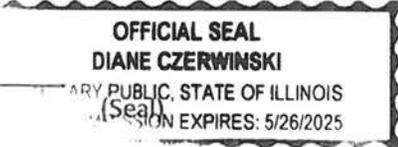
The undersigned swears (or affirms) that he or she is the licensee individually or is a duly authorized officer or agent of the corporation, or other legal entity, in whose name this application is made, and that the statements contained in this application are true and correct to the best of his or her knowledge and belief. In the event the applicant is issued the requested class J liquor license, the applicant/licensee therein shall not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the laws of the State of Illinois or the United States of America, in the conduct of the special event(s). The undersigned acknowledges that the violation of the terms of the class J liquor license could be the basis for a fine and/or the suspension or revocation of the licensee's underlying Class A, A extended, B, F, and/or G liquor license.

Margaret O'Hare Vance President\*  
Signature

\_\_\_\_\_  
Secretary  
Signature

Subscribed and sworn by Margaret O'Hare Vance  
before me this 19 day of February, 2022

  
Notary Public



\*If the signatory is someone other than the President, said signatory shall attach a copy of the corporate resolution authorizing said signatory to sign on behalf of the Corporation. If the licensee is a limited liability company ("LLC") or other legal entity, attach a copy of the operating agreement for the LLC or governing document of any other type of entity.



Hello Neighbors!

St. Patrick's Week 2022

O'Hare's Pub & Restaurant is requesting to close the drive through in front of O'Hare's at Bartlett Plaza. There will be a beer truck in front of O'Hare's but no obstructing drive during the week.

We would like to close the drive way in front of O'Hare's on the following days and times:

Saturday, March 12 from 2pm until 11pm

Sunday, March 13 from 2pm until 9pm

Thursday, March 17<sup>th</sup> from 4pm until 9pm

Will you give permission to close the driveway in front of O'Hare's on these days and times:

Armanetti \_\_\_\_\_

Magnolia's \_\_\_\_\_

r. Patel A

a's Dance School Lisa M. Yarwood

ntessori School \_\_\_\_\_

by O'Hare Vance | O'Hare's Pub & Restaurant | 734-646-2942 | Peggy@oharespub.com

Hello Neighbors!

St. Patrick's Week 2022

O'Hare's Pub & Restaurant is requesting to close the drive through in front of O'Hare's at Bartlett Plaza. There will be a beer truck in front of O'Hare's but no obstructing drive during the week.

We would like to close the drive way in front of O'Hare's on the following days and times:

Saturday, March 12 from 2pm until 11pm

Sunday, March 13 from 2pm until 9pm

Thursday, March 17<sup>th</sup> from 4pm until 9pm

Will you give permission to close the driveway in front of O'Hare's on these days and times:

Armanetti John Felton 2-22-

Magnolia's Robert Howard

Dr. Patel \_\_\_\_\_

Lisa's Dance School Lisa M. Yarwood

Montessori School Shu Shu

Peggy O'Hare Vance | O'Hare's Pub & Restaurant | 734-646-2942 | Peggy@oharespub.com

State of Illinois

**VILLAGE OF BARTLETT**  
**LIQUOR LICENSE**

782-897-22.LIQ

**LICENSE IS HEREBY GRANTED TO:**

**O'HARE & VANCE ENTERPRISES, INC dba O'HARE'S PUB & RESTAURANT**  
**391-399 BARTLETT PLAZA**  
**BARTLETT, IL 60103**

**LIQUOR - CLASS A**

**COMMENCING**  
**MAY 1, 2021**

**ENDING**  
**APRIL 30, 2022**

**IN THE VILLAGE OF BARTLETT, SUBJECT TO THE ORDINANCES OF THE VILLAGE,**  
**WHICH NOW OR HEREAFTER MAY BE IN FORCE.**

**WITNESS THE HAND OF THE CLERK OF THE VILLAGE OF BARTLETT AND THE CORPORATE SEAL**  
**THEREOF, DATED MAY 1, 2021.**

*Kevin Wallace*

**VILLAGE PRESIDENT**

*Sana Ghilless*

**ATTEST: VILLAGE CLERK**



# Agenda Item Executive Summary

Item Name Cleaning Contract Extension Committee or Board Village Board

## BUDGET IMPACT

Amount:	\$60,042	Budgeted	\$60,042
List what fund	Central Services		

## EXECUTIVE SUMMARY

The current agreement will end on April 30<sup>th</sup> 2022, but staff recommends extending Multisystem's contract one additional year from May 1, 2022 until April 30, 2023.

The village has an option of extending the agreement with Multisystem Management at a mutually agreed upon increase of 5% (\$2,862 for the year).

Given Multisystem does a satisfactory job of performing their duties, is prompt to fix issues and the yearly price for services (not including public works) is comparable or lower than all other proposals from the RFP from 5 years ago, staff recommends extending the agreement with Multisystem Management from May 1, 2022 to April 30, 2023.

## ATTACHMENTS (PLEASE LIST)

Memorandum, Motion, Resolution, Agreement

## ACTION REQUESTED

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

Resolution   X  

Ordinance \_\_\_\_\_

Motion:   X  

**MOTION:** I Move to Approve Resolution 2022-\_\_\_\_\_ A Resolution Approving of The Janitorial Services Agreement Between The Village of Bartlett and Multisystem Management Company.

Staff: Samuel Hughes, Senior Management Analyst Date: 02/21/2022

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Senior Management Analyst  
**Date:** 02/21/2022  
**Re:** Cleaning Contract Renewal

The Village entered into an agreement with Multisystem Management (Multisystem) on May 1, 2018. The current agreement will end on April 30<sup>th</sup> 2022, but staff recommends extending Multisystem’s contract one additional year from May 1, 2022 until April 30, 2023. Multisystem’s performance has been satisfactory throughout this last agreement. Last year, cleaning services were added to the administrative office at public works. Previously, they were not included in the contract because a part time employee cleaned their building, but during the pandemic, that employee retired, leaving their building without janitorial services. Janitorial services take place at Village Hall five days per week and seven days per week for the Police Department. The Metra Station and public works buildings receive services five days per week and the Bartlett Hills Golf Course receives service seven days per week during the golf season and three days per week during the off-season.

Staff has come to an agreement with Multisystem for an increase of 5% (\$2,862 for the year). The janitorial price would increase from \$57,180 to 60,042. Given Multisystem does a satisfactory job of performing their duties, is prompt to fix issues and the yearly price for services (not including public works) is comparable or lower than all other proposals from the RFP from 5 years ago, staff recommends extending the agreement with Multisystem Management from May 1, 2022 to April 30, 2023.

Company	May 1, 2019- April 30, 2020	May 1, 2020- April 30, 2021	May 1, 2021- April 30, 2022	May 1 2022- April 30, 2023
Multisystem Management Comp.	\$49,200	\$50,676	52200 + \$4,980 for Public Works	\$54,810 + \$5,232 for Public Works
Eco Clean Maintenance Inc.	\$55,488			
Perfect Cleaning Services Inc.	\$53,076			
Crystal Maintenance Services	\$63,720			
Total Facilities Maintenance Inc.	\$66,632			
Alpha Building Maintenance Serv.	\$112,064			

## **Motion**

I Move to Approve Resolution 2022-\_\_\_\_ A Resolution Approving of The Janitorial Services Agreement Between The Village of Bartlett and Multisystem Management Company.

RESOLUTION 2022 - \_\_\_\_\_

**A RESOLUTION APPROVING OF THE SECOND AMENDMENT  
AND EXTENSION OF JANITORIAL SERVICES  
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT  
AND MULTISYSTEM MANAGEMENT COMPANY**

---

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

**SECTION ONE:** The Second Amendment and Extension of Janitorial Services Agreement dated as of March 1, 2022, between the Village of Bartlett and Multisystem Management Company (the "Second Amendment"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

ATTEST: Kevin Wallace, Village President

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 2022 - \_\_\_\_\_ enacted on March 1, 2022, and approved on March 1, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**SECOND AMENDMENT AND EXTENSION  
OF JANITORIAL SERVICES AGREEMENT**

---

This Second Amendment and Extension of Janitorial Services Agreement is made and entered as of this 1<sup>st</sup> day of March, 2022, between the Village of Bartlett (the "Village") and Multisystem Management Company ("Contractor").

**RECITALS:**

**WHEREAS**, the Village and the Contractor entered a certain Janitorial Services Agreement dated May 1, 2018 (the "Original Janitorial Services Agreement") that commenced on May 1, 2018 and ended on April 30, 2020 (the "Original Initial Term") and which provided that the term of the Original Janitorial Services Agreement could be extended for one additional year upon the mutual agreement of the Village and the Contractor (collectively, the "Parties"); and

**WHEREAS**, the same parties to the Original Services Agreement entered a new Janitorial Services Agreement dated May 1, 2020 which expanded the scope and increased the Contract Sum by 3%, and extended the Original Initial Term to April 30, 2021 (the "5/1/20 Janitorial Services Agreement"); and

**WHEREAS**, the parties entered a First Amendment and Extension of Janitorial Services Agreement dated January 5, 2021 (the "First Amendment") to increase the cost by \$127.00 per month to cover increased COVID cleaning and extend the Original Term to April 30, 2022; and

**WHEREAS**, the Parties wish to further extend the Original Janitorial Services Agreement for an additional year, but the Contractor is unwilling to extend it for said additional year at the same monthly Contract Sum for the Cleaning Services, and has requested that the Contract Sum be increased from \$4,350.00 per month to \$5,003.50 (the "New Contract Sum") per month for the one year extension of the term from May 1, 2022 through April 30, 2023 (the "Second Amended Extension Term"), to cover its increased operating expenses and increase the scope of cleaning services to include its additional cleaning costs related to the addition of the cleaning of the Public Works Administration Building; and

**WHEREAS**, the Village finds and determines that the monthly increase to the New Contract Sum for the one-year Extension Term is fair and reasonable, and the parties wish to so extend and amend the Original Janitorial Services Agreement to provide for the New Contract Sum and the Extension Term with the additional scope in work added by the 5/1/20 Janitorial Services Agreement, and the further addition of the Public Works building, but otherwise keep the same terms and conditions as set forth in the Original Janitorial Services Agreement;

**NOW, THEREFORE**, in consideration of the matters set forth in the Recitals, the covenants and conditions set forth herein and in the Original Janitorial Services Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, IT IS HEREBY MUTUALLY AGREED as follows;

1. That paragraph 2 entitled "Terms" of the Original Janitorial Services Agreement is hereby deleted and is amended to state as follows:

"2. Terms.

- A. The Initial Term of this Agreement which commenced on May 1, 2018 will expire on April 30, 2022, unless sooner terminated as provided herein or in the Original Janitorial Services Agreement. By mutual agreement of the Parties, the Initial Term of the Original Janitorial Services Agreement is further extended for one-year as provided in subsection B. of this Section, with the expanded scope of work and at the new Contract Sum as provided in new Section 3 thereof (paragraph 2 of this Second Amendment).
- B. The Extension Term of the Agreement shall commence on May 1, 2022 and expire on April 30, 2023 (the "Amended Term") unless sooner terminated as provided herein or in the Original Janitorial Service Agreement. By mutual written agreement of the Parties, the Original Janitorial Services Agreement as amended by the 5/1/20 Janitorial Services Agreement, the First Amendment, and this Second Amendment and Extension of Janitorial Services Agreement, may be further extended for one (1) additional year until April 30, 2024 by the mutual agreement of the parties, and the Village Administrator is hereby authorized to execute such further extension without further action or approval by the corporate authorities."

(the "Extension Term").

2. That paragraph 3 entitled "Contract Sum" of the Original Janitorial Services Agreement is hereby deleted and is amended to state as follows:

"3. Contract Sum.

Beginning on the commencement of the Amended Term, unless sooner terminated as provided herein or in the Original Janitorial Services Agreement, the Contract Sum for the Cleaning Services, as amended to expand the scope thereof as provided in the 5/1/20 Cleaning Services Agreement, and further hereby amended to further expand the scope of the cleaning services to also include cleaning of the Bartlett Public Works administrative offices, shall be \$5,003.50 monthly and includes all costs of Contractor performing the expanded Cleaning Services in strict compliance with the terms and conditions in the Original Janitorial Services Agreement, including but not limited to, providing Cleaning Supplies. Payments shall be made in accordance with paragraphs 4. and 20.B. of the Original Janitorial Services Agreement."

3. Except as heretofore amended by the 5/1/20 Janitorial Services Agreement, the First Amendment and Extension of Janitorial Services Agreement, and this Second Amendment, all other terms and conditions set forth in the Original Janitorial Services Agreement shall remain in full force and effect.

VILLAGE OF BARTLETT

MULTISYSTEM MANAGEMENT  
COMPANY

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

By: \_\_\_\_\_  
Lilla Liner, General Manager

Attest:

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



# Agenda Item Executive Summary

Item Name    Oneida Basin Improvements Project Award    Committee or Board    Board

## BUDGET IMPACT

Amount:	\$201,063.40	Budgeted	\$166,817.50
---------	--------------	----------	--------------

List what fund	General (Stormwater Improvements)
----------------	-----------------------------------

## EXECUTIVE SUMMARY

A Notice to Bidders was posted on the village website and the Examiner on January 26, 2022 for the Oneida Basin Improvements Project. This project includes earth excavation and grading; tree/plant removal, vegetation clearing, tree planting and various plantings; native seeding; and all other collateral work such as restoration at the Oneida Basin. These basin improvements are to obtain the required stormwater detention volume associated with the Bittersweet Water Reclamation Facility Rehabilitation that was unable to be completed onsite.

Bids were due no later than February 16, 2022 at 10:00 A.M. Eight (8) bid packets were returned. Bids ranged from \$201,063.40 - \$368,888. Nettle Creek Nursery, Inc. of Morris, IL was the low bidder, and we reached out to other organizations for references. As seen in the recent bidding climate, the low bid was higher than the original engineer's estimate of \$166,817.50, but staff still feels the bids are appropriate due to fuel and labor cost increases. A bid tab is attached for review.

## RECOMMENDATION

Staff recommends awarding the Oneida Basin Improvements and entering into an agreement with Nettle Creek Nursery, Inc.

## ATTACHMENTS (PLEASE LIST)

- Memo
- Bid Tab
- Resolution
- Agreement

## ACTION REQUESTED

For Discussion Only

- ✓ Resolution
- Ordinance

✓ Motion: MOVE TO APPROVE RESOLUTION #2022-\_\_\_\_-R, A RESOLUTION APPROVING OF THE CONTRACT FOR THE ONEIDA BASIN IMPROVEMENTS AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND NETTLE CREEK NURSERY, INC.

Staff:            Dan Dinges, Director of Public Works

Date:            2/21/2022

# Memo

---

**To:** Paula Schumacher, Village Administrator  
**From:** Tyler Isham, Assistant Director of Public Works  
**Subject:** **Oneida Basin Improvements Project Award**  
**Date:** February 21, 2022

---

A Notice to Bidders was posted on the village website and the Examiner on January 26, 2022 for the Oneida Basin Improvements Project. This project includes earth excavation and grading; tree/plant removal, vegetation clearing, tree planting and various plantings; native seeding; and all other collateral work such as restoration at the Oneida Basin. These basin improvements are to obtain the required stormwater detention volume associated with the Bittersweet Water Reclamation Facility Rehabilitation that was unable to be completed onsite.

Bids were due no later than February 16, 2022 at 10:00 A.M. Eight (8) bid packets were returned. Bids ranged from \$201,063.40 - \$368,888. Nettle Creek Nursery, Inc. of Morris, IL was the low bidder, and we reached out to other organizations for references. As seen in the recent bidding climate, the low bid was higher than the original engineer's estimate of \$166,817.50, but staff still feels the bids are appropriate due to fuel and labor cost increases. A bid tab is attached for review.

## **RECOMMENDATION**

Staff recommends awarding the Oneida Basin Improvements and entering into an agreement with Nettle Creek Nursery, Inc.

## **MOTION**

**I MOVE TO APPROVE RESOLUTION #2022-\_\_\_\_-R, A RESOLUTION APPROVING OF THE CONTRACT FOR THE ONEIDA BASIN IMPROVEMENTS AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND NETTLE CREEK NURSERY, INC.**



VILLAGE OF BARTLETT  
 Onida Basin Improvements  
 BID TABULATION  
 February 16, 2022

Item No.	Items	Unit	Quantity	Nettle Creek Nursery, Inc. 320 Ottawa St. Morris, IL 60450		V3 Construction Group, LTD. 7325 Janes Ave. Woodridge IL 60517		Lenny Hoffman Excavating Inc. 3636 Lake Ave Wilmette, IL 60091		Berger Excavating Contractors, Inc. 1205 Garland Rd Wauconda, IL 60084		Tracy & Ed Construction, Inc. 1064 Hudson Ct. Bartlett, IL 60103		ENCAP, Inc. 2585 Wagner Ct. Dekalb IL, 60115		A Lamp Concrete Contractors, Inc. 1900 Wright Blvd Schaumburg, IL 60193		Semper FI Landscaping, Inc. 1115 Deer St Yorkville, IL 60560	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Construction Layout & As-Built Survey	SUM	1	\$16,000.00	\$16,000.00	\$5,500.00	\$5,500.00	\$4,900.00	\$4,900.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00
2	Traffic Control and Protection	SUM	1	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$2,978.51	\$2,978.51	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$3,000.00	\$3,000.00
3	Topsoil Excavation and Earthwork	SUM	1	\$46,000.00	\$46,000.00	\$95,000.00	\$95,000.00	\$108,253.10	\$108,253.10	\$144,000.00	\$144,000.00	\$127,300.00	\$127,300.00	\$150,000.00	\$150,000.00	\$179,000.00	\$179,000.00	\$148,500.00	\$148,500.00
4	Topsoil Furnish and Place 6"	CU YD	520	\$26.00	\$13,520.00	\$1.00	\$520.00	\$59.06	\$30,711.20	\$1.00	\$520.00	\$50.00	\$26,000.00	\$60.00	\$31,200.00	\$1.00	\$520.00	\$38.00	\$19,760.00
5	Rock Outlet Protection	TON	6	\$140.00	\$840.00	\$250.00	\$1,500.00	\$72.10	\$432.60	\$225.00	\$1,350.00	\$1,000.00	\$6,000.00	\$200.00	\$1,200.00	\$255.00	\$1,530.00	\$338.00	\$2,028.00
6	Rock Overflow Weir	SY	86.8	\$140.00	\$12,132.00	\$75.00	\$6,660.00	\$97.44	\$8,652.67	\$165.00	\$13,764.00	\$150.00	\$13,320.00	\$150.00	\$13,320.00	\$67.00	\$5,949.60	\$238.00	\$21,134.40
7	Storm Sewers (RCP, 15")	LF	15	\$200.00	\$3,000.00	\$150.00	\$2,250.00	\$444.85	\$6,672.75	\$85.00	\$825.00	\$200.00	\$3,000.00	\$250.00	\$3,750.00	\$108.00	\$1,620.00	\$500.00	\$7,500.00
8	Connect to Existing	EACH	1	\$400.00	\$400.00	\$1,400.00	\$1,400.00	\$1,350.78	\$1,350.78	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$950.00	\$950.00	\$7,500.00	\$7,500.00
9	Remove and Replace Bench	L SUM	1	\$2,800.00	\$2,800.00	\$1,500.00	\$1,500.00	\$1,178.28	\$1,178.28	\$1,400.00	\$1,400.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$3,800.00	\$3,800.00
10	Native Seeding [Emergent Seed Mix]	ACRE	0.26	\$12,000.00	\$3,120.00	\$4,600.00	\$1,196.00	\$4,336.50	\$1,127.49	\$4,200.00	\$1,092.00	\$6,500.00	\$1,690.00	\$780.00	\$12,000.00	\$3,120.00	\$10,000.00	\$3,600.00	\$3,600.00
11	Native Seeding [Stormwater Seed Mix]	ACRE	1	\$10,000.00	\$10,000.00	\$2,300.00	\$2,300.00	\$3,916.51	\$2,232.41	\$4,000.00	\$2,280.00	\$5,600.00	\$3,192.00	\$2,500.00	\$17,425.00	\$10,500.00	\$5,985.00	\$10,000.00	\$5,700.00
12	Native Seeding [Low Profile Seed Mix]	ACRE	0.54	\$12,000.00	\$6,480.00	\$2,600.00	\$1,404.00	\$4,152.76	\$2,242.49	\$4,100.00	\$2,214.00	\$6,250.00	\$3,375.00	\$2,500.00	\$13,350.00	\$8,750.00	\$4,725.00	\$10,000.00	\$5,400.00
13	Native Plant Plugs	EACH	800	\$12.00	\$9,600.00	\$7.45	\$5,960.00	\$5.25	\$4,200.00	\$6.00	\$4,800.00	\$6.50	\$5,200.00	\$6.50	\$5,200.00	\$14.50	\$11,600.00	\$8.00	\$6,400.00
14	Ecological Management	YEAR	3	\$4,000.00	\$12,000.00	\$4,665.00	\$13,995.00	\$3,780.00	\$11,340.00	\$4,000.00	\$12,000.00	\$5,400.00	\$16,200.00	\$6,500.00	\$19,500.00	\$10,550.00	\$31,650.00	\$10,000.00	\$30,000.00
15	Prescribed Burn (Year 3)	YEAR	1	\$2,000.00	\$2,000.00	\$3,440.00	\$3,440.00	\$3,150.00	\$3,150.00	\$3,200.00	\$3,200.00	\$4,500.00	\$4,500.00	\$5,500.00	\$5,500.00	\$8,325.00	\$8,325.00	\$5,000.00	\$5,000.00
16	Monitoring and Reporting	YEAR	3	\$2,000.00	\$6,000.00	\$3,300.00	\$9,900.00	\$2,100.00	\$6,300.00	\$2,500.00	\$7,500.00	\$2,850.00	\$8,550.00	\$1,600.00	\$4,800.00	\$2,600.00	\$7,800.00	\$3,500.00	\$10,500.00
17	Erosion Control Blanket	SY	6,210	\$2.60	\$16,146.00	\$1.60	\$9,936.00	\$1.37	\$8,507.70	\$1.35	\$8,383.50	\$2.00	\$12,420.00	\$2.65	\$16,456.50	\$2.00	\$12,420.00	\$3.33	\$20,679.30
18	Inlet Filters	EACH	2	\$200.00	\$400.00	\$300.00	\$600.00	\$267.75	\$535.50	\$255.00	\$510.00	\$350.00	\$700.00	\$350.00	\$700.00	\$125.00	\$250.00	\$500.00	\$1,000.00
19	FES, 15"	EACH	1	\$2,000.00	\$2,000.00	\$2,769.00	\$2,769.00	\$1,596.94	\$1,596.94	\$1,700.00	\$1,700.00	\$3,200.00	\$3,200.00	\$2,000.00	\$2,000.00	\$2,250.00	\$2,250.00	\$4,000.00	\$4,000.00
20	Mobilization	L SUM	1	\$16,000.00	\$16,000.00	\$21,000.00	\$21,000.00	\$10,498.53	\$10,498.53	\$38,000.00	\$38,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$13,000.00	\$13,000.00	\$20,336.00	\$20,336.00
21	Sediment Control, Silt Fence	LF	1,143	\$2.80	\$3,200.40	\$6.00	\$6,858.00	\$3.78	\$4,320.54	\$3.60	\$4,114.80	\$5.00	\$5,715.00	\$3.50	\$4,000.50	\$3.35	\$3,829.05	\$5.00	\$5,715.00
22	Clearing and Grubbing	SQ YD	2,178	\$8.00	\$17,424.00	\$4.50	\$9,801.00	\$2.73	\$5,945.94	\$2.65	\$5,771.70	\$5.00	\$10,890.00	\$5.00	\$10,890.00	\$4.00	\$8,712.00	\$7.50	\$16,335.00
23	Sediment Control, Stabilized Construction Entrance	EACH	1	\$2,001.00	\$2,001.00	\$4,000.00	\$4,000.00	\$3,701.43	\$3,701.43	\$4,500.00	\$4,500.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$2,650.00	\$2,650.00	\$7,000.00	\$7,000.00
AS READ TOTAL				\$201,063.40	\$208,000.00	\$208,000.00	\$208,000.00	\$230,828.86	\$230,828.86	\$273,425.00	\$273,425.00	\$292,252.00	\$292,252.00	\$297,572.00	\$297,572.00	\$324,900.65	\$324,900.65	\$368,888.00	\$368,888.00
<b>TOTAL</b>				<b>\$201,063.40</b>	<b>\$208,000.00</b>	<b>\$208,000.00</b>	<b>\$208,000.00</b>	<b>\$230,828.86</b>	<b>\$230,828.86</b>	<b>\$273,425.00</b>	<b>\$273,425.00</b>	<b>\$292,252.00</b>	<b>\$292,252.00</b>	<b>\$297,572.00</b>	<b>\$297,572.00</b>	<b>\$324,900.65</b>	<b>\$324,900.65</b>	<b>\$368,887.70</b>	<b>\$368,887.70</b>

**RESOLUTION 2022 - \_\_\_ - R**

**A RESOLUTION APPROVING THE CONTRACT FOR THE ONEIDA BASIN IMPROVEMENTS BETWEEN THE VILLAGE OF BARTLETT AND NETTLE CREEK NURSERY 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 agreement between the Village of Bartlett and Nettle Creek Nursery Inc. dated March 1, 2022 (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 is hereby authorized and directed to sign the Amendment to 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 its passage and approval.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** March 1, 2022

**APPROVED:** March 1, 2022

---

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 2022 - \_\_\_-R, enacted on March 1, 2022, and approved on March 1, 2022, as the same appears from the official records of the Village of Bartlett.

---

Lorna Giles, Village Clerk

## ONEIDA BASIN IMPROVEMENTS PROJECT AGREEMENT

-----

This Oneida Basin Improvements Project Agreement (the "Agreement") is entered this 1st day of March, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Nettle Creek Nursery Inc. (the "Contractor") (collectively, the "Parties").

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

**Project Work.**

The proposed work includes, but is not limited to; earth excavation and grading; tree/plant removal, vegetation clearing, tree planting and various plantings; native seeding; and all other collateral work such as restoration

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

**Completion Date.** Contractor shall complete the Project Work in strict compliance with the requirements herein on or before June 30, 2022.

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

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

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

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

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

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

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

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

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

(v) Certified Payrolls (defined below)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

substantial completion of the Project Work.

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

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

### **3. Business Auto Liability Insurance.**

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

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

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

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

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

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

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

### **6. General Insurance Provisions.**

#### **a. Evidence of Insurance**

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

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

requested.

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

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

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

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

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

**b. Acceptability of Insurers**

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

**c. Cross-Liability Coverage**

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

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

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

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

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

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

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

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

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

**h. Insurance Requirements cannot be Waived**

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

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

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

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

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

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

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

**k. Subcontractors**

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

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

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

**J. Default.**

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

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

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

M. Hazardous Substances.

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

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

N. Delays in Project Work.

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

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

O. Change Orders.

(1.) Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Engineer. It shall be a

condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village corporate authorities shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator.

(2.) All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Engineer, in that said Unit Pricing already reflects Contractor's overhead and profits.

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

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

R. Exhibits and Contract Documents.

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

S. Assumption of Liability.

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

T. Severability

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

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

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

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

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

W. Clean Air Act and Federal Water Pollution Control Act

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

X. Removal and Disposal

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

Y. Work by Trade Unions

If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or

regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

Z. Illinois Human Rights Act.

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

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

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

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

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

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

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

Department's Rules and Regulations.

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

#### Z-1. Guarantee.

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

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

#### Z-2 Miscellaneous.

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

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

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

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

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

herein.

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

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

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

VILLAGE OF BARTLETT:

Nettle Creek Nursery, Inc.

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

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

Attest:

Attest:

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

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

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

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