VILLAGE OF BARTLETT
BOARD AGENDA
NOVEMBER 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: Public Hearing, Board and Committee Minutes – October 18, 2022

*7. BILL LIST: November 1, 2022

8. TREASURER'S REPORT: None

9. PRESIDENT'S REPORT: None
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES
11. TOWN HALL: **(Note: Three (3) minute time limit per person)**

12. STANDING COMMITTEE REPORTS:

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS
1. None

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY
*1. Resolution Supporting and Consenting to the Class 6B Eligibility Application of MIF 303 Jack Ct (Bartlett) Owner, LLC for Proposed Lot 2C in the Brewster Creek Business Park (26.1141 Acres) Commonly Known as 1330 Jack Court (PIN 06-33-300-003-0000) Bartlett, Illinois

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
1. None

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN
1. None

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI
1. Resolution Waiving Bids and Approving of the Purchase of Mobile Video Recorders Manufactured by Axon Enterprise, Inc. Through the Sourcewell Governmental Purchasing Coop
*2. Authorization to Purchase Two 2023 Ford Interceptor Vehicles through the Suburban Purchasing Cooperative Contract #204 in the amount of $81,716 from Currie Motors

F. PUBLIC WORKS COMMITTEE, CHAIRMAN LAPORTE
*1. Resolution Approving of an Engineering Services Agreement Between Christopher B. Burke Engineering, Ltd. and the Village of Bartlett
*2. Resolution Authorizing the use of Rebuild Illinois (RBI) Funds in the Amount of $1,265,218.98 to Pay for the Cost of Construction for the FY2022-2023 Various Streets Resurfacing Project

13. NEW BUSINESS
14. QUESTION/ANSWER: PRESIDENT & TRUSTEES
15. ADJOURNMENT

VILLAGE OF BARTLETT
PUBLIC HEARING MINUTES
October 18, 2022

CALL TO ORDER

President Wallace called the Truth In Taxation Public Hearing of October 19, 2021 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m.

ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Interim Planning and Development Director Kristy Stone, Food & Beverage Manager Paul Petersen, Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

Village Administrator Paula Schumacher stated that this public hearing is for public input on the 2022 Village of Bartlett property tax levy. We discussed the tax levy at the last committee meeting. To recap: The adjusted proposed Village of Bartlett property tax levy totals $11,619,537 (eleven million, six hundred nineteen thousand, five hundred thirty-seven dollars). Combined with the Police Pension levy, the General Corporate and Police Pension levy will be the same as the 2021 levy and a decrease of 1.17% from the estimated 2021 extension. The debt service levy is 2.36% lower than the estimated 2021 extension. In total, the levy is $173,497 or 1.47% less than the 2021 estimated extension.

2022 tax rates from Cook, DuPage, and Kane counties will be determined in the spring of 2023 when the counties finalize EAV's for the 2022 tax levy.

This levy will be presented to the Village Board December 6th for final approval and the levy will be filed with each county clerk no later than December 27, 2022.

President Wallace asked if anyone had questions regarding this information.

There were none.

President Wallace asked if anyone in the audience would like to make a comment or pose a question in this hearing, please respond now.

There were none.

There being no further business to discuss, Trustee Deyne moved to adjourn the Public Hearing and that motion was seconded by Trustee Suwanski.

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski
NAYS: None
ABSENT: None
MOTION CARRIED

The Public Hearing was adjourned at 7:03 p.m.

Lorna Giless
Village Clerk

VILLAGE OF BARTLETT
BOARD MINUTES
October 18, 2022

1. CALL TO ORDER

President Wallace called the regular meeting of October 18, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:03 p.m.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Interim Planning and Development Director Kristy Stone, Food & Beverage Manager Paul Petersen, Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

3. INVOCATION – Reverend Susan Tyrrell from Immanuel United Church of Christ gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Deyne stated that he would like to add item 12.C.1. 2022 Estimated Property Tax Levy 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.

Trustee Deyne moved to Amend the Consent Agenda and that motion was seconded by Trustee LaPorte.

ROLL CALL VOTE TO AMEND THE CONSENT AGENDA AND CONSENT ITEMS THEREIN

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski
NAYS: None
ABSENT: None
MOTION CARRIED

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

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

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, 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 August 2022 Treasurer's Report. He stated that the Municipal Sales Tax Report totaled $338,161 and that was up about $6,306 from the prior year. Motor Fuel Tax distribution through August 2022 totaled $135,008 which was down $13,679 from the prior year.

9. PRESIDENT'S REPORT

President Wallace read a Proclamation recognizing Police Officer Christopher Meade upon his retirement and 20 years of dedicated service.

President Wallace read a Proclamation recognizing Community Service Officer John Teevens upon his retirement and 8 years of dedicated service.

President Wallace read a Proclamation celebrating the 50th anniversary of Bartlett Public Library District.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized commissioner anniversaries.

11. TOWN HALL

George Lebron, 506 Tamarack Drive
Mr. Lebron stated that he was there to voice his concerns about the Grassland development. He has been an activist for the last three years and feels this development adds another 300 to 400 cars going down Naperville Road. The speeding, carbon monoxide and trying to get out of their streets, new possible townhomes, hotel, two car dealerships - they don't need any more traffic. They have talked about stop signs, stop lights, walls for noise control. Two weeks ago, the board approved no truck traffic on Munger Road to Army Trail Road which doesn't have one tenth of the traffic as Naperville Road. He has a bad feeling that he has been trying for three years to incorporate traffic control and all he has accomplished is getting signs put up that are hard to read and not enforceable. The State has put in GPS mapping for the truck drivers to divert Naperville Road. There is still no change and it is getting worse. If they have no control over the Grassland project, he pleaded that they have the developer incorporate walls to defer the noise.

Public Works Director Dan Dinges stated that Munger Road is under village jurisdiction so they have the right to restrict truck traffic. They do not have control of Naperville Road since that is under Cook County jurisdiction. The reason they restricted traffic on Munger Road is because they recently discovered a 48" to 60" corrugated metal pipe that crosses the road has produced a bump. The pipe is deteriorating to the point where they may have to shut the road down. He wants to keep trucks off of it to avoid them hammering on that pipe. The plan is to put in a box culvert and then they can reevaluate whether they open it up to trucks again. There was a new bike path added by Forest Preserve Drive and they are monitoring the traffic there for bicycle and pedestrians crossing. They hope to get consulting for the plans, bid in the spring and build in the summer.

Beth Cooper, 1327 Tamarack Drive
Ms. Cooper stated that she wanted to reiterate that Naperville Road is not safe. The trucks have heavy loads and they do not heed the signs. There are daily accidents on Naperville Road and Lake Street. She is all for growth, if it is responsible, safe, and accommodates current residents. It seems as though every time they talk about Naperville Road, it is always brushed off as a county road. She would like the elected

officials to work with the county and maybe invite them to a town hall so they can hear our concerns. She asked what D.R. Horton has done in terms of its due diligence to actually meet with all of the residents of Amber Grove, Timberline and Villa Olivia. It is not safe and very inconvenient and people start taking risks when they can't get out of their community.

Ovidio Fernandez-Cuervo, 541 Philip Drive
Mr. Fernandez-Cuervo stated that he is the President of the Homeowners Association of the Greens of Villa Olivia and he referred to the Grasslands Phase 2 subdivision as well as the traffic on Naperville Road. He has been to several board meetings and spoke about this issue. In view of the proposed development to build 347 housing units. He was not opposed to new subdivisions but there has to be a plan to handle future traffic volume. He challenged the board to explore and consider options to mitigate the growing traffic on Naperville Road by looking at the potential egress and ingress points. His challenge was ignored and he was told that the signs to eliminate the truck traffic would handle it. Here we are 1.5+ years later and nothing has improved, it has only gotten worse. Truck signs are a joke and the trucks keep ignoring them. There has been no expansion to the turn lanes on West Bartlett and Route 59, you are considering building a twenty-three building townhouse complex with 116 units, with only direct ingress and egress to Naperville Road. That represents two hundred additional vehicles and if everybody drives their car once a day, that is four hundred additional vehicles on Naperville Road on a daily basis. He implored them to consider their fiduciary duties and responsibilities to the Bartlett residents and do not approve the Grasslands Phase 2 subdivision until the traffic situation is properly addressed.

President Wallace asked what the timing was of the expansion on West Bartlett and Route 59.

Mr. Dinges stated that they are still working on utility relocates and next spring is when you will actually see road work.

Walt Cichon, 232 Gingerbrook Lane
Mr. Cichon stated that he was a twenty-eight year resident, raised three kids and hoped to retire here. He was there to point out a flaw in the current code for fence painting. It has allowed a hostile neighbor to paint his side of a common fence as a retaliatory gesture. It decreases the enjoyment of the yard that his wife and he just completed. Got the yard they always wanted to look at but now have to look at a graffiti fence. It decreases his property value and really shows disrespect for the whole neighborhood in general. His neighbor has been in the house for less than one year and has turned the neighborhood upside down. His suggestion for improving the code would be to require one consistent color on both sides of the fence. Workmanship should be considered with

regard to paint just as it is with construction. He also suggested that if a person needed to go into his neighbor's yard to paint the fence, it should be an agreed-upon color.

Jaime Hanrahan, 334 Donna Court, Unit D
Ms. Hanrahan stated that she wanted to bring up her concerns regarding a cannabis dispensary in downtown Bartlett. She is concerned about the traffic it would bring into our small town. She is concerned about the schools that are near to the downtown as well as the parks, kids that play and walk to school and also those involved in sports. Those that might come in on the train to participate in a cannabis dispensary would loiter around until the train can take that back to where they came from. She mentioned an unfortunate event that happened at her house where a stranger came to her front door under the influence of something and destroyed minor lawn ornaments and walked away. Today, this person came back and rang their doorbell, when they did not answer, she had a knife and attacked the front door and the Ring camera. She did not want to think what could have happened if her fifteen-year-old daughter would have been there and answered the door. She was really concerned about opening a cannabis store in downtown Bartlett and didn't think we needed it and some of us don't want it.

Stephen Cioromski, [Town Center Broker]
Mr. Cioromski stated that he wanted to speak about a cannabis dispensary in the downtown overlay district. He stated that most of the allowable spaces for a cannabis dispensary were in the industrial or business areas and a lot of them abut to single-family home districts. He asked the board to think towards the future and to be restrictive as to where you can open a business that is only going to be growing in numbers across the State of Illinois. This is not going to be a detriment or potential negative impact to the village. As far as traffic concerns go, the more people towards the retail center in the downtown corridor is only a good thing. He mentioned that some of the trustees viewed another facility in the West Loop of Chicago which was a mixed use with residential on top and he thought they could attest to the quick turnover with customers entering and exiting safely.

Steven Malitz [Owner of Town Center]
Mr. Malitz stated that the operator, Dispensary 33, is the first licensee in the State of Illinois. He has been operating facilities since 2015 and is vouched for by the City of Chicago. The facility will be operated by veterans who have been selected by the state as licensees to help operate the facility. Some of the security questions by the commander in Bartlett were fielded to his satisfaction. The lines are short and handled like Starbucks efficiency. The average spent at the facility is $125 and is a much more upscale clientele. No loitering is permitted. The tax revenue for the Village of Bartlett would be approximately $700,000 per year. It would help the Town Center which has a space that has laid fallow since 2012 and long before that when it was first developed. It

would help the other tenants in the area by creating foot traffic, although people would come in and out quickly. There is no order issue and the packages are hermetically sealed and the exhaust system is fantastic. They own a lot to the side of the Town Center which would accommodate all parking. The following downtowns have added dispensaries in their overlay districts – City of Chicago, Crystal Lake, Richmond, Winthrop Harbor, Village of Highwood, Village of Hometown, Broadview and Des Plaines to name a few. This would be treated just the same way liquor stores were treated many, many, years ago. He asked for favorable consideration for allowing a cannabis dispensary in the downtown area.

President Wallace stated that he would like to see the ordinances pertaining to Mr. Cichon situation.

Interim Planning and Development Services Director Kristy Stone stated that they do not have any regulations on how fences are to be painted.

President Wallace stated that as far as Naperville Road goes, they know it is a huge issue and outside of a lawsuit against the Cook County Road Department, we have done almost everything we could possibly do. We can keep trying and keep throwing ideas at Cook County to get them to the table. We know it is an ongoing problem and are fully aware that the Grassland Subdivision will increase traffic. They don't want to increase your pain and that is not the intention.

Ms. Schumacher stated that they have invited Cook County to sit down and meet and Mr. Lebron was in this meeting. We can certainly extend the invitation again for them to come to a broader meeting.

President Wallace stated that would be a good idea and they should have Commissioner Kevin Morrison come out and view some of their neighborhoods. He thanked them all for their input and stated that they appreciate it.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins presented Ordinance 2022-92, an Ordinance Amending the Bartlett Municipal Code Title 10 Zoning to Add Provisions to Allow Adult-Use Cannabis Dispensing Centers and Medical Cannabis Dispensing Centers as a Special Use in Certain Commercial Districts.

As discussed at the Committee of the Whole meeting on March 15, 2022, he summarized the proposed text amendments to the Zoning Ordinance pertaining to adult use and medical cannabis dispensing centers. (a) the 1,000-foot distance requirement would be removed from the definition; (b) said uses would be allowed as a special use in the B-2 (Local Convenience), B-3 (Neighborhood Shopping), and B-4 (Community Shopping) Zoning Districts; (c) said uses would be prohibited in the Downtown Overlay District (including Bartlett Town Center, Main Street Plaza and Streets of Bartlett); and (d) the findings of fact for a special use permit would be updated to delete the distance requirements. The Planning & Zoning Commission reviewed this and conducted the public hearing. The Committee of the Whole also reviewed it and both recommended approval. They discussed the possibility of allowing dispensaries within portions of the Downtown Overlay District while prohibiting sales in close proximity to residential units.

Trustee Hopkins moved to approve Ordinance 2022-92, an Ordinance Amending the Bartlett Municipal Code Title 10 Zoning to Add Provisions to Allow Adult-Use Cannabis Dispensing Centers and Medical Cannabis Dispensing Centers as a Special Use in Certain Commercial Districts and that motion was seconded by Trustee Deyne.

Trustee Suwanski stated that the removal of the 1,000 feet is to bring us in line with the State requirements.

Trustee Deyne stated that this is a prohibited use in the Overlay District.

Trustee Hopkins stated that it is a special use in all other districts. It has to go through extensive public hearings and still has to be approved by the Board of Trustees before any dispensing centers can go in.

Trustee Gunsteen stated that in the coming years there are going to be more than one application. We are laying the groundwork to limit where these operations are. He has lived here his entire life and appreciates all the calls that he received regarding this. Our downtown culture does not need marijuana in it. We are a family community and that type of business could be put on any major thoroughfare (Route 59). He stated that he has driven through several towns like St. Charles and Geneva and their dispensaries are outside of the downtown Main Street district. He feels it is not in the best interest of the community.

President Wallace stated that he agrees with those comments. It is good that this board has done such a great job fiscally that they can't dangle the $700,000 carrot. We are okay without it. There will be a time and place for this but he would like to slow the roll.

Trustee Gandsey stated that she was just in Santa Fe New Mexico where it is not like the downturn area but does fit the culture there.

ROLL CALL VOTE TO APPROVE ORDINANCE 2022-92 TO ALLOW ADULT-USE AND MEDICAL CANNABIS DISPENSING CENTERS AS SPECIAL USE IN CERTAIN COMMERCIAL DISTRICTS

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski
NAYS: None
ABSENT: None
MOTION CARRIED

Trustee Hopkins stated that Ordinance 2022-94, an Ordinance Approving of a Preliminary/Final Plat of Subdivision and Site Plan and Granting a Special Use Permit and Variation for Dunkin; Ordinance 2022-95, an Ordinance Approving a Final Subdivision/PUD Plat and Final PUD Plan for Grasslands Subdivision Phase 2 (Townhomes at the Grasslands); 2022-96-R, a Resolution Ratifying the Public Improvements Completion Agreement for the Grasslands Subdivision–Phase 1 Between the Village of Bartlett and D.R. Horton, Inc.–Midwest; and Grasslands Phase 1 Early Earthwork Request were covered and approved under the Consent Agenda.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that there was nothing to report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that the 2022 Estimated Property Tax Levy Established at $11,619,537 and Resolution 2022-97-R, a Resolution Approving of Disbursement Request for Payout No. 3 from the Subordinate Lien Tax Increment Revenue Note, Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project were covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that the BAPS fireworks display permit request was covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that there was nothing to report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN, CHAIRMAN LAPORTE

Trustee LaPorte presented Resolution 2022-93-R a Resolution Approving of Change Order #3 to the Contract Between Joseph J. Henderson & Son, Inc. and the Village of Bartlett for the Bittersweet Water Reclamation Facility Improvements for a $374,868.26 Increase in the Original Contract Sum.

Mr. Dinges stated that there are several items on this change order, the bulk of which is the generator. They currently have two old generators that each does half of the plant. In the Sewer Operating Budget, they had budgeted $200,000 to replace one of the generators this year. They found that the lead time on generators is one year and started talking to the general contractor and their electrician. They talked about eliminating the two old generators and an underground storage tank. It makes it more efficient having one generator, eliminates an underground storage tank. We would take the $200,000 in the current budget, they have already found a vendor that is interested in purchasing the old generators and they think it is in the $50,000 range. They recommend that they move forward with the change order to simplify the backup power at the treatment plant.

Trustee Laporte moved to approve Resolution 2022-93-R a Resolution Approving of Change Order #3 to the Contract Between Joseph J. Henderson & Son, Inc. and the Village of Bartlett for the Bittersweet Water Reclamation Facility Improvements for a $374,868.26 Increase in the Original Contract Sum and that motion was seconded by Trustee Suwanski.

Trustee Gunsteen pointed out that they are under budget by about $400,000 on that project from the original change order.

Trustee Hopkins asked how many more months are left on this project.

Mr. Dinges stated that it is due to be completed in the spring of 2024.

Trustee Hopkins asked if they anticipate any other change orders.

Mr. Dinges stated most likely and hopefully small ones. There are always things moving and changing and they always look at ways to lower costs. He thought they took care of

the big ones. They are out of the ground at this point and moving up. Hopefully, the unknowns have been minimized at this point.

Trustee Hopkins asked if by approving this sooner than later, are they locking in a lower rate for the generator and securing it sooner.

Mr. Dinges stated that is what they are doing. Lock it in now because it is 52 weeks before delivery is expected.

ROLL CALL VOTE TO APPROVE ORDINANCE 2022-93-R, APPROVING CHANGE ORDER #3 FOR A $374,868.26 INCREASE TO ORIGINAL CONTRACT SUM

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski
NAYS: None
ABSENT: None
MOTION CARRIED

Trustee LaPorte stated that Ordinance 2022-98, an Ordinance Authorizing the Sale by Internet Auction of Surplus Property Owned by the Village of Bartlett was covered an approved under the Consent Agenda.

13. NEW BUSINESS

Trustee Hopkins asked if it was possible to use portions of the TIF Fund outside of the TIF District for improvements that could potentially be caused by the TIF District.

Village Attorney Bryan Mraz stated that would be a stretch. The TIF has definitive eligible TIF expenses but he will look closer at the language. He will check if there is case law that might expand it so you can use a portion. It is generating some of the trucks and if it were at all feasible would have to be proportionate with what's generated from that.

Trustee Hopkins stated that he was trying to think outside the box. These residents have been coming before the board for the entire 7-1/2 years that he has been here.

Trustee Deyne stated that his question would be that it is a county road and didn't know if you could allocate TIF funds to a county road.

Attorney Mraz stated that you can't spend it on their road but there may be other things we can do to alleviate it.

President Wallace stated that when we get the answer to the question we can throw it on

a Committee meeting for discussion. Perhaps they can invite Commissioner Morrison.

Trustee Suwanski stated that the only other alternative is to push this traffic to Route 25-correct?

President Wallace stated that what they have been promising is to wait until the intersection is fixed – hopefully they can do both at the same time. Get the intersection fixed and that will clean up some of the truck traffic and maybe use some funds from the TIF if that comes to fruition.

Ms. Schumacher asked for an update of the construction on West Bartlett and Route 59.

Mr. Dinges stated that they are relocating utilities and will start road improvements next spring. He was not sure if they would get it done in one season based on Stearns and Route 59. Hopefully they will get the bulk done in the next construction season but may have to come back the following spring and do restoration.

President Wallace stated that he recently watched the trucks sit for three light changes to turn onto Route 59. He suggested that when the improvements are complete, perhaps they could extend the left turn arrow going onto Route 59. This timing adjustment would be a great help.

Mr. Dinges explained that there will be dual turning lanes but the timing is set for Route 59 to have the majority of the time. They will maximize the turn movement (eastbound to northbound) so it will be much better and hopefully the trucks will find this a quicker route. During construction, this will get worse because the vehicles will use Naperville Road because everyone likes to stay away from heavy construction. He envisions it being a rough summer next year. Hopefully, it will attract more vehicles to use West Bartlett to Route 59 once completed.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

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 LaPorte.

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski
NAYS: None
ABSENT: None
MOTION CARRIED

The meeting was adjourned at 8:02 p.m.

Lorna Giless
Village Clerk

VILLAGE OF BARTLETT
COMMITTEE MINUTES
October 18, 2022

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of October 18, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 8:02 p.m.

ROLL CALL

PRESENT: Chairmen Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski, President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Interim Planning & Development Director Kristy Stone, Food and Beverage Manager Paul Petersen, Police Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

BUILDING & ZONING, CHAIRMAN HOPKINS
2250 Graham Truck Storage/Repair Facility

Chairman Hopkins introduced the item.

Interim Planning and Development Services Director, Kristy Stone stated that this will require a public hearing at a future village board meeting to amend the annexation agreement.

Chairman Suwanski asked why this use was prohibited in 2003.

Ms. Stone stated the list of uses were pulled from the B-4, I-1 and I-2. We are thinking because it was close to the detention area to the east that would might be considered for a less desirable use but after seeing some of the development on there, she thinks it makes more sense. This is in line with the developments that have gone out there.

President Wallace asked if we have any idea on the tax revenue from a truck repair facility.

Ms. Stone stated she did not know. The reason this says for surface uses is because the Bluff City Industrial Park has a number of uses for subterranean, there are uses and special uses as well as prohibited uses underground.

The item was forwarded on to the village board for a vote.

COMMUNITY & ECONOMIC DEVELOPMENT, CHAIRMAN GANDSEY

Infrastructure Asset Management Discussion

Chairman Laporte introduced the item.

Public Works Director Dan Dinges presented the infrastructure PowerPoint. He asked the board to think about the infrastructure they touch every day. You use the washroom and shower, drive down the streets, passing the street lights. When its raining you are counting on the storm sewer to work so you don't get flooded out, etc. All of those things are assets that the village has and it has to be maintained. The American Society of Civil Engineers does a report where they evaluate the infrastructure of the United States and we are at a C- grade. When you think of assets, don't just think of the roads, and sewers, etc. it is all of us. We have to take the information, have the financing to be able to maintain it and have a program to keep up on maintenance. We need to make good decisions at the right time because if you fall behind then we are always reacting and we are trying to get proactive as much as possible.

Mr. Dinges continued, we have 147 miles of streets. It is about $350,000 per mile, but doing our crack filling and corrective asphalt applications, we are hoping to get beyond 20 years, but it averages 20 years. What we should be doing based on the number of miles we have, is somewhere around 7 miles a year which is closer to $2.5 million. Our MFT funds are only $1.65 million so we are a little bit behind in that avenue. In 2012, 2013, and 2014, we did 29 miles, 33 miles and 19 miles. We did a $10-million-dollar bond in order to get caught up on roads. The problem with bonding is they are 20-year bonds so if you do not get 20 years out of the road, you are paying for bonds that you are already having to go back and resurface.

We currently have 30 miles of bike paths. The bike plan estimated an additional 34 miles. You can see where these costs are, it is roughly $75,000 for a simple grind and overlay of the asphalt path. Based on that, we should be doing about 1.5 miles. We are trying to do a lot of that in-house and we are not doing 1.5 miles in house. We would need help from contractors to do that most likely. The more bike paths we add, the higher the costs. He has been preaching that we need to maintain what we have first then look to start adding from there.

Some towns have gone to a storm utility because right now it is an unfunded utility and we have over 200 miles of storm sewer in town. Most of it is concrete pipe which lasts a long time, but it doesn't last forever. We also have corrugated metal pipe that are starting to deteriorate to the point of where we are getting collapsing.

We are doing pretty good on sewers and we have talked a lot about them over the last several years. Our current budget for sewer lining is about $700,000 per year and we have 160 miles. According to the life cycle we should be at about $400,000, but we know

we are behind and we want to get rid of all the clay pipes that are starting to collapse. The wastewater treatment plant is currently under construction along with 21 lift stations and all of the force mains associated with those. Lift stations take maintenance and we have been doing a lot of that work lately.

As far as water mains go, we take the watermains that are installed in the village based on when subdivisions went in. We have about 200 miles of watermain and it costs about $1 million per mile. We hope to get around 60 years of life which is about 3.3 miles per year. We are only doing about $1 million per year so we are a little bit behind there. The project we are working on by the golf course is our first lead service replacement. Given that much of our growth was in the 70's, 80's and 90's, many of our replacements will be in the 2040's, 50's and 60's. We want to balance the peaks and there is a stretch during that time where we would need to spend about $7 million per year to keep up. If we can get that up to $3 million per year, we can flatten that curve.

There are over 2,000 fire hydrants we have and the hydrant painting program saw about 130 of them painted. We also have water towers and those are not cheap to paint, but the paint prevents rust so we need to keep up on that to extend their life.

In general, we are doing a good job with our capital replacement plans. We could do better and we should do better, but it all costs money. As long as we keep going up hill rather then falling behind we will get there. Former Trustee Reinke wanted to see something like this presented and even though he is no longer Trustee, we still saw this as beneficial for everyone to hear it.

Ms. Schumacher stated a lot of what Dan showed you is aspirational. In a perfect world if we could give all of our funds to maintaining infrastructure that would be great. When we move into the capital budget we tend to focus on what is coming in the next year and we want to give you the opportunity to see how it all fits together over a life span and take a long view on why we might be recommending things in a particular year or can or can't we move them. These are our core services so we want to make sure they are sound. This was a big project and something good to refresh as we move forward.

President Wallace thought it was fantastic and encouraging to see that we are forward thinking and that we can make sure we keep the water running, lights on and our water towers are not falling apart. He asked how long a newly painted water tower lasts and is there new technology we can take advantage of.

Mr. Dinges stated you hope to get about 15 years. He doesn't know that there is a new technology out there, but with paints, hopefully they do come up with something that lasts twice as long. They are not cheap but it's important to do it.

President Wallace stated he would favor being more proactive if we need to bond out to make sure everything is the way we expect it to be, versus waiting until people are complaining about their street falling apart.

Mr. Dinges stated we just had our pavement evaluated and it came in a little worse then he had hoped, but it is also a lot of miles to take care of.

Chairman Gandsey asked how some of the issues are monitored like the issue on Munger Road.

Mr. Dinges stated we are doing that now. We have been measuring it and it dropped about ½ inch over the last month or so. Unfortunately, the Country Creek project coming up also has all corrugated pipes and they have been in the ground for a while so we need to put a program together where we are addressing them. Some of them are at a point where we could line them and we will need to check pricing on lining them vs. replacing, but they are not in bad shape and if you line it, you extend the life.

President Wallace asked if there is a reason why we wouldn't replace it now.

Mr. Dinges stated there is permitting and we can do an emergency design build if that is something we want to pursue.

Chairman Gunsteen stated he thinks it needs to be done as soon as possible.

Mr. Dinges stated even if we start it now, chances are we are going to be into winter. The main thing is that it is not impacting the drainage.

Ms. Schumacher stated we had Christopher Burke come to inspect it. They came out to take a look and is helping us determine a way to solver the problem.

Chairman Suwanski asked if Wayne has any responsibility for that road.

Mr. Dinges stated they are responsible for it south of Army Trail.

Chairman Gunsteen asked if we are still planning to remove some of the obsolete water towers.

Mr. Dinges stated we have evaluated the Oneida tower and we are contemplating removing that one. We have a future water tower in the works which was originally part of the whole Lake Michigan change over. They require a certain amount of water storage which helps our whole system function especially if we have a big fire. Oneida is .5 million gallons and we would be looking to replace it with a 1.5-million-gallon tower potentially near Brewster Creek or replacing the Kent Circle water tower which is small.

Chairman Gunsteen asked how much it costs to paint them.

Mr. Dinges stated he wants to say Schick is around $1.2 million and the reservoir at Stearns is about $700,000.

Chairman LaPorte asked if there are any newer technologies that would extend the life of some of these pipes or other infrastructure projects.

Mr. Dinges stated we do look at a lot of the options and see what lasts longer and the price difference.

Chairman Deyne asked what the cost was to repaint one of the water towers.

Mr. Dinges stated the price of the Villa Olivia Tower was around $500,000 and it is a smaller tower.

Chairman Gunsteen stated he thought the presentation was great and that Dan put it into perspective that we are responsibly planning so we are not shocking residents with large bills and tax increases.

Mr. Dinges stated that is the goal, to try to give you a perspective of how many miles we have and what it costs to maintain that.

Chairman Gandsey asked if we put this online.

Mr. Dinges stated we can put it on there.

President Wallace stated he thinks infrastructure is so important and we need to be adamant about not falling behind on some of this stuff.

Chairman Deyne moved to adjourn the Committee of the Whole meeting and that motion was seconded by Chairman Gunsteen.

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 8:33 p.m.

Samuel Hughes
Deputy Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 11/1/2022

100-GENERAL FUND REVENUES

430310-TOWING/IMPOUNDING FEES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 PIOTR DUBRAWA	ADMINISTRATIVE TOW FEE REFUND	500.00
		INVOICES TOTAL:	**500.00**

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/NOV 2022	904.70
		INVOICES TOTAL:	**904.70**

1100-VILLAGE BOARD/ADMINISTRATION

532200-OFFICE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 WAREHOUSE DIRECT	PENS/NOTEBOOK	31.62
	1 WAREHOUSE DIRECT	LASER LABELS	33.36
		INVOICES TOTAL:	**64.98**

542100-REBATES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 REBECCA'S CAKES BY DESIGN LLC	BEDA GRANT	23,480.12
		INVOICES TOTAL:	**23,480.12**

543900-COMMUNITY RELATIONS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 DOGFATHER HOT DOGS	OKTOBERFEST MEETING	48.00
	1 ULINE	REPLACEMENT KEYS	20.25
		INVOICES TOTAL:	**68.25**

546900-CONTINGENCIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 DISC JOCKEY REVOLUTIONS LLC	DJ SERVICE/TREE LIGHTING	650.00
		INVOICES TOTAL:	**650.00**

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	13,740.00
		INVOICES TOTAL:	**13,740.00**

** Indicates pre-issue check.

523600-SOCIAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KATHRYN R JUZWIN	CONSULTING FEES JULY-SEPT 2022	4,749.99
1 NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM	3,036.64
	INVOICES TOTAL:	**7,786.63**

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	AUGUST DEDUCTIBLE	32,684.21
	INVOICES TOTAL:	**32,684.21**

1400-FINANCE

522950-ORDINANCE CODIFICATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STERLING CODIFIERS/AMERICAN	ORDINANCE SUPPLEMENTS	4,596.00
	INVOICES TOTAL:	**4,596.00**

523110-LEGAL PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	TAX LEVY NOTICE	302.40
	INVOICES TOTAL:	**302.40**

523500-AUDIT SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EHLERS & ASSOCIATES INC	ACFR TABLES	590.00
	INVOICES TOTAL:	**590.00**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	KEURIG MINI COFFEE MAKER	49.99
1 WAREHOUSE DIRECT	TONER	240.04
1 WAREHOUSE DIRECT	PAPER TOWELS/KLEENEX	30.88
	INVOICES TOTAL:	**320.91**

1500-PLANNING & DEV SERVICES

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	43.88
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	308.98
	INVOICES TOTAL:	**352.86**

** Indicates pre-issue check.

526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T.P.I.	PLAN REVIEW/BUILDING INSPECTION	546.00
1 T.P.I.	PLAN REVIEW SERVICES	5,559.27
1 T.P.I.	PLAN REVIEW SERVICES	7,476.53
	INVOICES TOTAL:	**13,581.80**

526006-INSPECTION SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T.P.I.	PLAN REVIEW/BUILDING INSPECTION	3,360.00
	INVOICES TOTAL:	**3,360.00**

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - SEPTEMBER 22	437.41
	INVOICES TOTAL:	**437.41**

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHN KOMOROWSKI	NWBOCA FALL SCHOOL TRAINING	340.00
	INVOICES TOTAL:	**340.00**

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	13.52
	INVOICES TOTAL:	**13.52**

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO HEARING SOCIETY	SIGN LANGUAGE INTERPRETER	630.00
1 COMCAST	CABLE SERVICE	162.82
1 JOHNSON CONTROLS SECURITY SOLUTIONS	SEMI-ANNUAL BILLING	288.46
1 VERIZON WIRELESS	WIRELESS SERVICES	456.16
	INVOICES TOTAL:	**1,537.44**

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	65.40
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	65.40
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	65.40
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.30
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.30
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	71.40
1 PRIME DETAILING LLC	CAR CLEANING SERVICES	450.00

** Indicates pre-issue check.

		INVOICES TOTAL:	**884.20**

530100-MATERIALS & SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 THE FINER LINE INC	PLATE ENGRAVING FEES	490.00
	1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER EXAM/MEDICATION	165.54
	1 MICHAEL KMIECIK	LUTHER KANINE SIX ANNUAL LICENSE	99.00
	1 MARK DRUGS PHARMACY	LUTHER K9 MEDICATION	198.00
**	1 PETTY CASH	PETTY CASH REIMBURSEMENT	151.87
	1 STATE GRAPHICS	DIVERSION PROGRAM/MINORS FORM	358.62
		INVOICES TOTAL:	**1,463.03**

530110-UNIFORMS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 TRACEY DENDINGER	UNIFORM PANTS REIMBURSEMENT	95.63
	1 P.F. PETTIBONE & CO	BARTLETT POLICE SHOULDER PATCHES	1,036.95
	1 STREICHER'S INC	BADGE HOLDER	41.49
	1 STREICHER'S INC	BADGES	1,172.50
	1 STREICHER'S INC	BADGES	448.00
		INVOICES TOTAL:	**2,794.57**

532000-AUTOMOTIVE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 WEX BANK	FUEL PURCHASES - SEPTEMBER 22	9,833.98
		INVOICES TOTAL:	**9,833.98**

532200-OFFICE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 STATE GRAPHICS	BUSINESS CARDS	66.15
	1 STATE GRAPHICS	BUSINESS CARDS	269.14
	1 WAREHOUSE DIRECT	WALL CALENDAR/OFFICE SUPPLIES	56.80
	1 WAREHOUSE DIRECT	USB CHARGER STATION/SUPPLIES	415.27
		INVOICES TOTAL:	**807.36**

532300-POSTAGE

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 PETTY CASH	PETTY CASH REIMBURSEMENT	5.80
	1 THE UPS STORE	SHIPPING CHARGES	11.97
		INVOICES TOTAL:	**17.77**

541600-PROFESSIONAL DEVELOPMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 ILLINOIS TACTICAL OFFICERS ASSOCIATION	FALL CONFERENCE REGISTRATION	1,520.00
	1 LAW ENFORCEMENT TRAINING LLC	SEMINAR FEES	400.00
**	1 PETTY CASH	PETTY CASH REIMBURSEMENT	41.40
	1 THOMAS SALAZAR	C.I.T. TRAINING EXPENSES	96.00

** Indicates pre-issue check.

		INVOICES TOTAL:	2,057.40

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MEDICAL TRAINING SUPPLIES	97.83
	INVOICES TOTAL:	97.83

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IL ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/W NAYDENOFF	115.00
1 IL ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/J DURBIN	115.00
1 IL ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/R SWEENEY	115.00
1 IL ASSOC OF CHIEFS OF POLICE	MEMBERSHIP RENEWAL/G PRETKELIS	265.00
1 IL ASSOC OF CHIEFS OF POLICE	MEMBERSHIP DUES/T ALAGNA	115.00
1 IL ASSOC OF CHIEFS OF POLICE	MEMBERSHIP DUES/K RYBASKI	115.00
1 SECRETARY OF STATE	NOTARY APPLICATION FEE	15.00
	INVOICES TOTAL:	855.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	48.89
	INVOICES TOTAL:	48.89

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	36.39
	INVOICES TOTAL:	36.39

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PHYSICIANS IMMEDIATE CARE - CHICAGO	PERSONNEL TESTING	78.00
1 TRANS UNION LLC	BACKGROUND CHECK FEES	40.68
	INVOICES TOTAL:	118.68

1800-STREET MAINTENANCE

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,151.31
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	149.55
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,594.79
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,492.65
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	17.39
	INVOICES TOTAL:	4,405.69

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT

** Indicates pre-issue check.

1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	52.65
1 EXCEL OIL SERVICE	USED OIL PICKUP	75.00
1 EXCEL OIL SERVICE	MATERIALS/VEHICLE MAINTENANCE	90.00
1 POMP'S TIRE SERVICE INC	FLAT TIRE REPAIRS	781.70
1 POMP'S TIRE SERVICE INC	FLAT TIRE REPAIRS	275.07
	INVOICES TOTAL:	**1,274.42**

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	616.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	504.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
	INVOICES TOTAL:	**1,180.00**

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STATE TREASURER	TRAFFIC SIGNAL MAINTENANCE	3,601.98
	INVOICES TOTAL:	**3,601.98**

527112-SERVICE TO MAINTAIN STR LIGHTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JERRY'S WELDING INC	LIGHT POLE FIXTURE MAINTENANCE	950.00
	INVOICES TOTAL:	**950.00**

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING/VILLAGE SIGNS	1,450.00
	INVOICES TOTAL:	**1,450.00**

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARK BANASZAK	CURB REPLACEMENT	667.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,302.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,118.75
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	216.00
1 PETER GALLOIS	PUBLIC SIDEWALK REPLACEMENT	788.00
1 STEVEN JANSEN	SIDEWALK & CURB REPLACEMENT	1,438.00
1 PATRICK REPPEN	SIDEWALK & CURB REPLACEMENT	2,106.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	560.00
1 WELCH BROS INC	NAILS	132.00
	INVOICES TOTAL:	**9,327.75**

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMUTER RAIL DIV OF THE REGIONAL	EASEMENT AGREEMENT CONTRACT FEE	2,500.00

** Indicates pre-issue check.

	INVOICES TOTAL:	**2,500.00**

527150-BRUSH COLLECTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TREES R US INC	SEMI-ANNUAL BRUSH COLLECTION	44,696.40
	INVOICES TOTAL:	**44,696.40**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	224.92
1 AMAZON CAPITAL SERVICES INC	WIRELESS MOUSES/INK CARTRIDGE	82.18
1 DULTMEIER SALES LLC	MATERIALS & SUPPLIES	67.36
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING PAINT/FLAGS	895.40
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING PAINT	109.20
1 WHOLESALE DIRECT INC	MATERIALS & SUPPLIES	929.32
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	322.31
	INVOICES TOTAL:	**2,630.69**

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - SEPTEMBER 22	6,976.01
	INVOICES TOTAL:	**6,976.01**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	WINCH LINE CABLE ROPES	141.45
1 AUTOZONE INC	MAINTENANCE SUPPLIES	407.31
1 INTERSTATE BILLING SERVICE INC	AIR FILTERS	86.96
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	131.80
1 INTERSTATE BILLING SERVICE INC	CREDIT - RETURN	-43.48
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	390.04
1 ULTRA STROBE COMMUNICATIONS INC	MAINTENANCE SUPPLIES	360.00
1 WHOLESALE DIRECT INC	HYDRAULIC MOTOR/SUPPLIES	2,199.74
	INVOICES TOTAL:	**3,673.82**

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	GRAVEL PURCHASE	50.75
1 WELCH BROS INC	GRAVEL PURCHASE	304.50
	INVOICES TOTAL:	**355.25**

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	1,155.00
	INVOICES TOTAL:	**1,155.00**

** Indicates pre-issue check.

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTANT ELECTRIC SUPPLY CO	STREET LIGHTING SUPPLIES	420.00
1 CONSTANT ELECTRIC SUPPLY CO	STREET LIGHTING SUPPLIES	2,554.00
1 GRAINGER	ANCHORING ADHESIVE	36.60
	INVOICES TOTAL:	**3,010.60**

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING RESOURCE ASSOCIATES	ONEIDA BASIN IMPROVEMENTS	1,296.63
	INVOICES TOTAL:	**1,296.63**

2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARROW ROAD CONSTRUCTION CO	WATER MAIN REPLACEMENT PROJECT	535,656.14
1 SUPERIOR ROAD STRIPING INC	2022 PAVEMENT MARKING PROJECT	50,216.90
	INVOICES TOTAL:	**585,873.04**

583059-SCHICK ROAD BRIDGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	SCHICK ROAD BRIDGE APPLICATION	1,060.00
	INVOICES TOTAL:	**1,060.00**

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARY ANN BILSKI	VBR BOND REFUND	1,000.00
1 PULTE HOME COMPANY LLC	BOND REFUND/1780 EASTFIELD DR	4,800.00
1 WILLIAM RYAN HOMES INC	BOND REFUND/1277 HIGHPOINT CT	1,000.00
	INVOICES TOTAL:	**6,800.00**

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	PW COMPLEX NATIVE AREA MGMT	900.00
1 JULIE INC	QUARTERLY SERVICE FEE	1,102.87
1 JULIE INC	QUARTERLY SERVICE FEE	1,102.87
1 M.E. SIMPSON CO INC	METER TESTING SERVICES	4,900.00
1 OTM ENVIRONMENTAL SERVICES INC	WATER SYSTEM CHECKS/SEPT 2022	11,800.00
	INVOICES TOTAL:	**19,805.74**

** Indicates pre-issue check.

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	374.14
	INVOICES TOTAL:	**374.14**

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	OCTOBER 2022 BILLING	730.58
	INVOICES TOTAL:	**730.58**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	76.03
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	40.22
1 NICOR GAS	GAS BILL	49.67
	INVOICES TOTAL:	**165.92**

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	14.70
	INVOICES TOTAL:	**14.70**

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	1,848.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	1,512.00
1 MEADE ELECTRIC CO INC	CABLE RELOCATION SERVICES	568.97
	INVOICES TOTAL:	**3,928.97**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	WIRELESS MOUSES/INK CARTRIDGE	82.19
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	895.73
1 MIDWEST TRADING HORTICULTURAL	CURLEX BLANKET ROLLS	147.68
1 USA BLUE BOOK	MATERIALS & SUPPLIES	550.89
1 ZIEBELL WATER SERVICE	MATERIALS & SUPPLIES	186.00
	INVOICES TOTAL:	**1,862.49**

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	1,018.78
	INVOICES TOTAL:	**1,018.78**

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - SEPTEMBER 22	1,065.73

** Indicates pre-issue check.

	INVOICES TOTAL:	**1,065.73**

532300-POSTAGE

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 SEBIS DIRECT INC	OCTOBER BILLS POSTAGE	2,914.57
		INVOICES TOTAL:	**2,914.57**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LOMBARDI ELECTRIC INC	WATER TOWER LIGHTS	2,498.00
	INVOICES TOTAL:	**2,498.00**

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METER	709.80
1 WATER RESOURCES INC	WATER METERS/SUPPLIES	683.70
	INVOICES TOTAL:	**1,393.50**

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LEE REHM	IRRIGATION SYSTEM REPAIRS	81.50
	INVOICES TOTAL:	**81.50**

5090-WATER CAPITAL PROJECTS EXP

581029-WATERMAIN REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GERARDI SEWER & WATER CO	WATER MAIN REPLACEMENT PROJECT	584,772.50
	INVOICES TOTAL:	**584,772.50**

581040-INFRASTRUCTURE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	WATER WELL ABANDONMENT	405.00
	INVOICES TOTAL:	**405.00**

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JULIE INC	QUARTERLY SERVICE FEE	1,102.88
1 JULIE INC	QUARTERLY SERVICE FEE	1,102.88
	INVOICES TOTAL:	**2,205.76**

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	OCTOBER 2022 BILLING	730.57

** Indicates pre-issue check.

	INVOICES TOTAL:	**730.57**

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	281.50
	INVOICES TOTAL:	**281.50**

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	6,410.86
	INVOICES TOTAL:	**6,410.86**

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	616.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	504.00
	INVOICES TOTAL:	**1,120.00**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	224.93
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	62.21
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	1,000.87
1 UNITED LABORATORIES INC	HAND SANITIZING WIPES	342.05
	INVOICES TOTAL:	**1,630.06**

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	2,467.30
1 HAWKINS INC	CHEMICAL SUPPLIES	4,559.90
1 HAWKINS INC	CHEMICAL SUPPLIES	1,933.70
1 HAWKINS INC	CHEMICAL SUPPLIES	30.00
1 HAWKINS INC	CHEMICAL SUPPLIES	7,399.13
1 HAWKINS INC	CHEMICAL SUPPLIES	5,228.15
1 HAWKINS INC	CHEMICAL SUPPLIES	4,473.70
	INVOICES TOTAL:	**26,091.88**

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - SEPTEMBER 22	2,498.85
	INVOICES TOTAL:	**2,498.85**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	HIGHLIGHTERS	12.17
	INVOICES TOTAL:	**12.17**

** Indicates pre-issue check.

532300-POSTAGE

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 SEBIS DIRECT INC	OCTOBER BILLS POSTAGE	2,914.57
		INVOICES TOTAL:	**2,914.57**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	15.99
1 FLOW-TECHNICS INC	PUMP REPAIRS/INSTALLATION	1,205.00
1 GRAINGER	MAINTENANCE SUPPLIES	10.96
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEE	150.00
1 STENSTROM PETROLEUM SERVICES INC	ANNUAL TESTING/INSPECTION FEES	825.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	650.52
	INVOICES TOTAL:	**2,857.47**

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DANIEL ZAGAJEWSKI	IEPA WASTEWATER CLASS EXPENSES	645.80
	INVOICES TOTAL:	**645.80**

543101-DUES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 DUPAGE RIVER SALT CREEK WORKGROUP	ANNUAL MEMBERSHIP DUES	11,169.00
	1 IL ASSOC OF WASTEWATER AGENCIES	ANNUAL MEMBERSHIP DUES	1,459.00
		INVOICES TOTAL:	**12,628.00**

5190-SEWER CAPITAL PROJECTS EXP

582023-PHOSPHORUS REMOVAL SYSTEM

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 DUPAGE RIVER SALT CREEK WORKGROUP	ANNUAL MEMBERSHIP DUES	66,361.00
		INVOICES TOTAL:	**66,361.00**

582025-SANITARY SEWER EVALUATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEENAH FOUNDRY COMPANY	SOLID LIDS	5,920.00
1 PERFORMANCE PIPELINING INC	SANITARY SERVICE LINING PROJECT	28,080.00
1 PERFORMANCE PIPELINING INC	SANITARY SERVICE LINING PROJECT	47,277.00
	INVOICES TOTAL:	**81,277.00**

582026-LIFT STATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TROTTER & ASSOCIATES INC	LIFT STATION REHAB PROJECT	3,696.75
	INVOICES TOTAL:	**3,696.75**

** Indicates pre-issue check.

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTRUCTION & GEOTECHNICAL	SOIL TESTING	3,721.00
1 CONSTRUCTION & GEOTECHNICAL	SOIL TESTING	3,706.00
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF - RPR	32,196.03
1 STRAND ASSOCIATES INC	WATER RECLAMATION FACILITY	2,150.00
1 STRAND ASSOCIATES INC	WRF - CONTRACT ADMIN	49,200.00
1 STRAND ASSOCIATES INC	WRF - OPERATION & MAINT MANUALS	3,800.00
	INVOICES TOTAL:	**94,773.03**

5200-PARKING OPERATING EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	131.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	23.03
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	0.15
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	6.30
1 NICOR GAS	GAS BILL	50.17
	INVOICES TOTAL:	**211.55**

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JENSEN'S PLUMBING & HEATING INC	EQUIPMENT MAINTENANCE	2,038.75
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	255.00
1 ROSCOE CO	MATS	278.34
	INVOICES TOTAL:	**2,572.09**

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GALLUS GOLF LLC	MONTHLY BOOST SERVICE FEES	650.00
1 GALLUS GOLF LLC	MONTHLY BOOST SERVICE FEES	650.00
1 GALLUS GOLF LLC	MOBILE APP MONTHLY LICENSE FEE	250.00
1 GALLUS GOLF LLC	MONTHLY BOOST SERVICE FEES	650.00
1 GALLUS GOLF LLC	MOBILE APP MONTHLY LICENSE FEE	250.00
1 GALLUS GOLF LLC	MOBILE APP MONTHLY LICENSE FEE	250.00
	INVOICES TOTAL:	**2,700.00**

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	SPRINKLER SYSTEM REPAIRS	1,146.50
1 JENSEN'S PLUMBING & HEATING INC	EQUIPMENT REPAIRS	464.40
	INVOICES TOTAL:	**1,610.90**

** Indicates pre-issue check.

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,222.12
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	0.59
	INVOICES TOTAL:	**1,222.71**

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,057.60
	INVOICES TOTAL:	**1,057.60**

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	204.03
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	31.62
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	203.91
	INVOICES TOTAL:	**439.56**

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	236.96
1 ACUSHNET COMPANY	GOLF BALLS	329.50
	INVOICES TOTAL:	**566.46**

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
	INVOICES TOTAL:	**100.00**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	407.38
	INVOICES TOTAL:	**407.38**

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	792.44
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	1,398.92
	INVOICES TOTAL:	**2,191.36**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT

** Indicates pre-issue check.

1 CHICAGOLAND TURF	MAINTENANCE SUPPLIES	247.50
1 TORV LLC	ORGANIC MATERIALS	540.94
	INVOICES TOTAL:	**788.44**

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,057.59
1 REINDERS INC	MAINTENANCE SUPPLIES	559.92
	INVOICES TOTAL:	**1,617.51**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	303.53
1 REINDERS INC	MAINTENANCE SUPPLIES	73.10
1 REINDERS INC	MAINTENANCE SUPPLIES	152.12
1 REINDERS INC	MAINTENANCE SUPPLIES	3,696.89
	INVOICES TOTAL:	**4,225.64**

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REED IRRIGATION SERVICES INC	SPRINKLERS	198.00
	INVOICES TOTAL:	**198.00**

572000-BUILDING & GROUNDS IMPROVMNTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	MAINTENANCE SUPPLIES	178.50
	INVOICES TOTAL:	**178.50**

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	50.00
1 A MAESTRANZI SONS	CAN OPENER SHARPENED	25.00
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES	64.00
	INVOICES TOTAL:	**159.00**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	203.69
	INVOICES TOTAL:	**203.69**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	45.35
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	100.00

** Indicates pre-issue check.

	INVOICES TOTAL:	**145.35**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	COPY PAPER/SUPPLIES	17.70
	INVOICES TOTAL:	**17.70**

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	200.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	98.00
1 GRECO AND SONS INC	FOOD PURCHASE	130.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	171.78
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	342.00
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	158.56
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	244.85
1 SYSCO CHICAGO INC	FOOD PURCHASE	85.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	222.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	200.00
	INVOICES TOTAL:	**1,852.19**

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	50.00
1 A MAESTRANZI SONS	CAN OPENER SHARPENED	25.00
1 ALSCO	LINEN SERVICES	506.40
1 ALSCO	LINEN SERVICES	456.67
1 ELEGANT PRESENTATIONS INC	LINEN RENTAL	208.98
1 MLA WHOLESALE INC	FLOWERS	696.55
	INVOICES TOTAL:	**1,943.60**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	203.69
	INVOICES TOTAL:	**203.69**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	45.35
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	100.00
1 MLA WHOLESALE INC	FLOWERS	72.90
	INVOICES TOTAL:	**218.25**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT

** Indicates pre-issue check.

1 AMAZON CAPITAL SERVICES INC	COPY PAPER/SUPPLIES		50.00
		INVOICES TOTAL:	**50.00**

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	406.91
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	406.99
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	78.99
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	265.99
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	700.92
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	38.85
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	103.74
1 GRECO AND SONS INC	CREDIT - RETURN	-55.98
1 GRECO AND SONS INC	FOOD PURCHASE	224.55
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	171.79
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	587.99
1 GRECO AND SONS INC	FOOD PURCHASE	114.63
1 IL GIARDINO DEL DOLCE INC	CAKE PURCHASE	68.50
1 LAKESHORE BEVERAGE	BEER PURCHASE	99.36
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	158.57
1 SYSCO CHICAGO INC	FOOD PURCHASE	1,592.28
1 SYSCO CHICAGO INC	FOOD PURCHASE	1,141.57
1 SYSCO CHICAGO INC	FOOD PURCHASE	816.31
	INVOICES TOTAL:	**6,921.96**

5580-GOLF MIDWAY EXPENSES

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EUCLID BEVERAGE LLC	BEER PURCHASE	98.01
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	235.60
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	50.00
1 GRECO AND SONS INC	FOOD PURCHASE	200.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	100.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	100.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	97.90
	INVOICES TOTAL:	**881.51**

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	189.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	255.00
	INVOICES TOTAL:	**444.00**

** Indicates pre-issue check.

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PLERUS	OCTOBER/NOVEMBER BARTLETTER	4,883.14
	INVOICES TOTAL:	**4,883.14**

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION LLC	FIRE PUMP INSPECTION	480.00
1 ALLEGIANT FIRE PROTECTION LLC	SPRINKLER/FIRE ALARM INSPECTION	915.00
1 AUTOMATIC BUILDING CONTROLS LLC	HEATING UNIT REPAIRS	475.00
1 JENSEN'S PLUMBING & HEATING INC	WATER HEATER REPAIRS	470.00
	INVOICES TOTAL:	**2,340.00**

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,156.66
1 COMCAST	INTERNET SERVICE	218.40
	INVOICES TOTAL:	**4,375.06**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	36.99
	INVOICES TOTAL:	**36.99**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	RETIREMENT SUPPLIES	45.46
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	406.22
1 WAREHOUSE DIRECT	PAPER TOWELS/KLEENEX	394.20
** 1 WEX BANK	FUEL PURCHASES - SEPTEMBER 22	56.77
	INVOICES TOTAL:	**902.65**

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	112.50
	INVOICES TOTAL:	**112.50**

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEVEN SPRADLING	ILGISA CONFERENCE EXPENSES	518.71
	INVOICES TOTAL:	**518.71**

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS EL	FLOWERS	112.99

** Indicates pre-issue check.

INVOICES TOTAL:	**112.99**

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INSIGHT PUBLIC SECTOR INC	DRONE FOR GIS	1,965.09
	INVOICES TOTAL:	**1,965.09**

GRAND TOTAL: **1,782,086.77**

GENERAL FUND	**212,810.57**
MOTOR FUEL TAX FUND	**586,933.04**
DEVELOPER DEPOSITS FUND	**6,800.00**
WATER FUND	**621,032.12**
SEWER FUND	**306,135.27**
PARKING FUND	**211.55**
GOLF FUND	**32,473.09**
CENTRAL SERVICES FUND	**15,691.13**
GRAND TOTAL	**1,782,086.77**

** Indicates pre-issue check.

Agenda Item Executive Summary

Item Name	MIF 303 JACK CT (BARTLETT) OWNER Class 6b	Committee or Board	Board

BUDGET IMPACT			
Amount:		*Budgeted*	N/A
List what fund			

EXECUTIVE SUMMARY

The Class 6b is a property tax incentive offered by Cook County to help attract industrial development. The classification reduces a property's property tax bill by more than half over a period of twelve years by reducing the assessment level from what it would normally be, 25%, to a 10% level for ten years, 15% in the eleventh year and 20% in the twelfth year before returning to the normal level. The classification is renewable.

The attached application is from MIF 303 JACK CT (BARTLETT) OWNER, LLC via Mark Rogers of Liston & Tsantilis for its new state of the art 400,112 SF speculative building on a 26.1-acre lot in the Cook County portion of Brewster Creek Business Park.

Staff has offered Class 6b status in an effort to attract this $31.27 million project adjacent to the two other 6b-supported neighboring properties (McKesson and Colony Display Company) to complete the Cook County section. Both staff and the developer are confident to attract a strong business or multiple businesses to this building in 2023.

Final approval of Class 6b applications is made by Cook County and requires a supporting resolution from the host community.

ATTACHMENTS (PLEASE LIST)

Staff Memo, Class 6b application filed by the Law Offices of Liston & Tsantilis, Resolution consenting to Cook County Class 6b application for MIF 303 JACK CT (BARTLETT) OWNER, LLC

ACTION REQUESTED

☑ I MOVE TO APPROVE **RESOLUTION 2022 - _____ A RESOLUTION SUPPORTING AND CONSENTING TO THE CLASS 6B ELIGIBILITY APPLICATION OF MIF 303 JACK CT (BARTLETT) OWNER, LLC FOR PROPOSED LOT 2C IN THE BREWSTER CREEK BUSINESS PARK (26.1141+/- ACRES) COMMONLY KNOWN AS 1330 JACK COURT (PIN 06-33-300-003-0000) BARTLETT, ILLINOIS**

Staff:	Tony Fradin, E.D. Coordinator	Date:	October 24, 2022

ECONOMIC DEVELOPMENT MEMORANDUM

DATE: October 24, 2022

TO: Paula Schumacher, Village Administrator

FROM: Tony Fradin, Economic Development Coordinator TF

RE: MIF 303 JACK CT (BARTLETT) OWNER Class 6b

REQUEST:

Request by MIF 303 JACK CT (BARTLETT) OWNER, LLC for a Class 6b at 1303 Jack Court for a 400,112 SF industrial building on a 26.1-acre site in the Cook County portion of Brewster Creek Business Park.

BACKGROUND:

Class 6b designations are available in Cook County to encourage industrial development of land or reutilization of abandoned property by offering a real estate tax incentive for the development of new facilities as well as the rehabilitation of existing structures.

Under the program, real estate is eligible for a reduced level assessment for a twelve (12) year period. The assessment level is 10% market value for the first ten years, 15% in year eleven and 20% in year twelve. In year thirteen, it would return to the normal 25%.

Class 6b status is renewable beginning in the eleventh year of the incentive, as the Village Board approved at the Sebert Landscaping property at 1550 West Bartlett Road in August 2018.

Cook County requires a resolution from municipalities stating that the incentive provided by the Class 6b is necessary for the development to occur and that the municipality supports and consents to the Class 6b application. The submittal must be filed with the Assessor prior to the commencement of new construction or rehabilitation of the existing property.

This program is the most powerful economic development incentive offered by Cook County and is of even greater importance for communities like Bartlett that straddle multiple counties and especially sites like this one that straddles the county line, in this case with DuPage County.

DISCUSSION:

Staff has been working closely with Jeff Brown of Elmhurst-Chicago Stone Company and developer Midwest Industrial Funds to develop a large speculative industrial building on the last remaining large land parcel in the Cook County portion of Brewster Creek Business Park.

The project is for a 400,112 SF speculative industrial building planned to be eight hundred (800) feet long and approximately five hundred (500) feet wide. It will include approximately 80 exterior docks, four (4) overhead drive-in doors, 115 trailer parking stalls, and 470 car parking spaces.

As to the building approval, the developers are working with Planning & Development Services staff to gain all necessary permits and approvals administratively.

Per the attached letter from Mark Rogers of the law offices of Liston & Tsantilis, the applicant has determined that without the incentive, it will not purchase nor develop the land, leaving the property undeveloped.

The applicant has estimated that the property with this proposed development will generate $15.2 million ($1.14 million per year) more in tax revenues than it would as it currently sits. This is based upon an estimated market value of approximately $31.3 million.

The applicant further reports that there is not yet a proposed user, however they plan to lease the property to an industrial user who will create and/or bring upwards of 75+ well-paying jobs to the village.

The applicant has further estimated that the additional employees brought to this facility will ultimately generate an additional $190,688 per year on fuel, entertainment and retail goods, continuing the upward trend in sales tax collected in the village.

Without Class 6b status, it is unlikely that a project of this magnitude would be willing to make an investment of this magnitude in such close proximity to the DuPage and Kane County borders, as the property tax savings in the surrounding counties are significant.

RECOMMENDATION:

To approve RESOLUTION 2022 - _____ A RESOLUTION SUPPORTING AND CONSENTING TO THE CLASS 6B ELIGIBILITY APPLICATION OF MIF 303 JACK CT (BARTLETT) OWNER, LLC FOR PROPOSED LOT 2C IN THE BREWSTER CREEK BUSINESS PARK (26.1141+/- ACRES) COMMONLY KNOWN AS 1330 JACK COURT (PIN 06-33-300-003-0000) BARTLETT, ILLINOIS

RESOLUTION 2022 - _____

A RESOLUTION SUPPORTING AND CONSENTING TO THE CLASS 6B ELIGIBILITY APPLICATION OF MIF 303 JACK CT (BARTLETT) OWNER, LLC FOR PROPOSED LOT 2C IN THE BREWSTER CREEK BUSINESS PARK (26.1141+/- ACRES) COMMONLY KNOWN AS 1330 JACK COURT (PIN 06-33-300-003-0000) BARTLETT, ILLINOIS

WHEREAS, the corporate authorities of the Village of Bartlett have received a request from MIF 303 Jack Ct (Bartlett) Owner, LLC (Applicant), the contract purchaser of 26.1141 +/- acres of vacant property in the Cook County portion of the Brewster Creek Business Park in Bartlett, Illinois, lying south of West Bartlett Road, east of Spitzer Road, west of Naperville Road and immediately south and east of Jack Court, commonly known as 1330 Jack Court, Bartlett, Illinois, from Elmhurst Chicago Stone Company, the owner thereof, in the Brewster Creek Business Park, Bartlett, Illinois (being PIN: 06-33-300-003-0000), for a Resolution stating that it supports and consents to the Cook County Class 6B incentive for said property, which is legally described Exhibit A, and which is depicted as Lot 2C on the ALTA/NSPS Land Title Survey attached hereto as Exhibit B (the "Subject Property"); and

WHEREAS, the Applicant plans to construct a 400,112 square foot industrial spec warehouse building on the Subject Property, with 80 exterior docks, 4 overhead drive in doors, 115 truck trailer parking stalls, and 470 car parking spaces (the "Industrial Building Improvements"); and

WHEREAS, the corporate authorities of the Village of Bartlett have independent knowledge of the benefits that the construction of the Industrial Building Improvements will bring to the local economy, including employing 75 to 150 temporary construction jobs, which the Applicant reasonably projects will create upwards of 75+ well-paying jobs in the Village when the Industrial Building Improvements are completed and the Subject Property is leased or sold to a light industrial end user, at which time it will have a market value in excess of $31,000,000;

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

SECTION ONE: The President and Board of Trustees of the Village of Bartlett hereby support and consent to the application for a Class 6B classification for the Subject Property based on the new construction of a 400,112 SF industrial warehouse thereon and the substantial rehabilitation thereof, which will create approximately 75 to 100 construction jobs, and the real expectation that the new owner/occupant thereof will bring over 75 employees to the Subject Property, if the 6B classification is granted by the Cook County Assessor's Office for the Subject Property located in the Cook County portion of the Brewster Creek Business Park in the Village of Bartlett, Illinois.

SECTION TWO: The corporate authorities of the Village of Bartlett hereby find and determine that the industrial use of the Subject Property is necessary and beneficial to the local economy.

SECTION THREE: That the Village Clerk shall certify a copy of this Resolution and send a certified copy to the office of the Assessor of Cook County.

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

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

ROLL CALL VOTE:

AYES:
NAYS:
ABSENT:

PASSED:
APPROVED:

_____
Kevin Wallace, Village President

ATTEST:

_____
Lorna Giless, Village Clerk

CERTIFICATION

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

_____
Lorna Giless, Village Clerk

EXHIBIT A

LOT 2C: THAT PART OF LOT 2 IN BARTLETT QUARRY ASSESSMENT PLAT, BEING A DIVISION OF THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOGETHER WITH THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 2019 AS DOCUMENT NUMBER 1916518084, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 2 AND THE NORTH RIGHT OF WAY LINE OF JACK COURT HERETOFORE DEDICATED PER DOCUMENT NUMBER 1917913200: THENCE NORTH 00 DEGREES 27 MINUTES 16 SECONDS WEST ALONG SAID WEST LINE 844.47 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 44 SECONDS EAST 400 FEET TO A BEND POINT IN THE EAST LINE OF SAID LOT 2: THENCE CONTINUING NORTH 89 DEGREES 32 MINUTES 44 SECONDS EAST ALONG A NORTH LINE OF SAID LOT 2, A DISTANCE OF 630.56 TO A BEND POINT IN SAID EAST LINE OF LOT 2; THENCE SOUTHERLY ALONG SAID EAST LINE THE FOLLOWING THREE COURSES; THENCE SOUTH 41 DEGREES 56 MINUTES 53 SECONDS EAST 359.51 FEET; THENCE SOUTH 01 DEGREE 49 MINUTES 17 SECONDS EAST 320.89 FEET; THENCE SOUTH 53 DEGREES 27 MINUTES 47 SECONDS EAST 370.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 36 MINUTES 36 SECONDS EAST ALONG A NORTH LINE OF SAID LOT 2, A DISTANCE OF 1000.00 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST CORNER OF SECTION 33; THENCE SOUTH 00 DEGREES 23 MINUTES 24 SECONDS EAST ALONG SAID WEST LINE AND EAST LINE OF SAID LOT 2, A DISTANCE OF 960.83 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88 DEGREES 08 MINUTES 54 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 1313.17 FEET TO THE EAST LINE OF LOT 1 IN SAID BARTLETT QUARRY ASSESSMENT PLAT; THENCE NORTH 00 DEGREES 27 MINUTES 29 SECONDS WEST ALONG SAID EAST LINE 896.10 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID JACK COURT; THENCE NORTH 89 DEGREES 33 MINUTES 34 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE 125.94 FEET TO A POINT OF CUSP; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE BEING A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 70.00 FEET A CHORD BEARING OF NORTH 61 DEGREES 52 MINUTES 53 SECONDS EAST, FOR AN ARC LENGTH OF 218.82 FEET; THENCE NORTH 62 DEGREES 19 MINUTES 48 SECONDS EAST 71.95 FEET TO THE BEGINNING, EXCEPTING THEREFROM THAT PORTION DEDICATED FOR MUNGER ROAD PER DOCUMENT NUMBER 0515434076

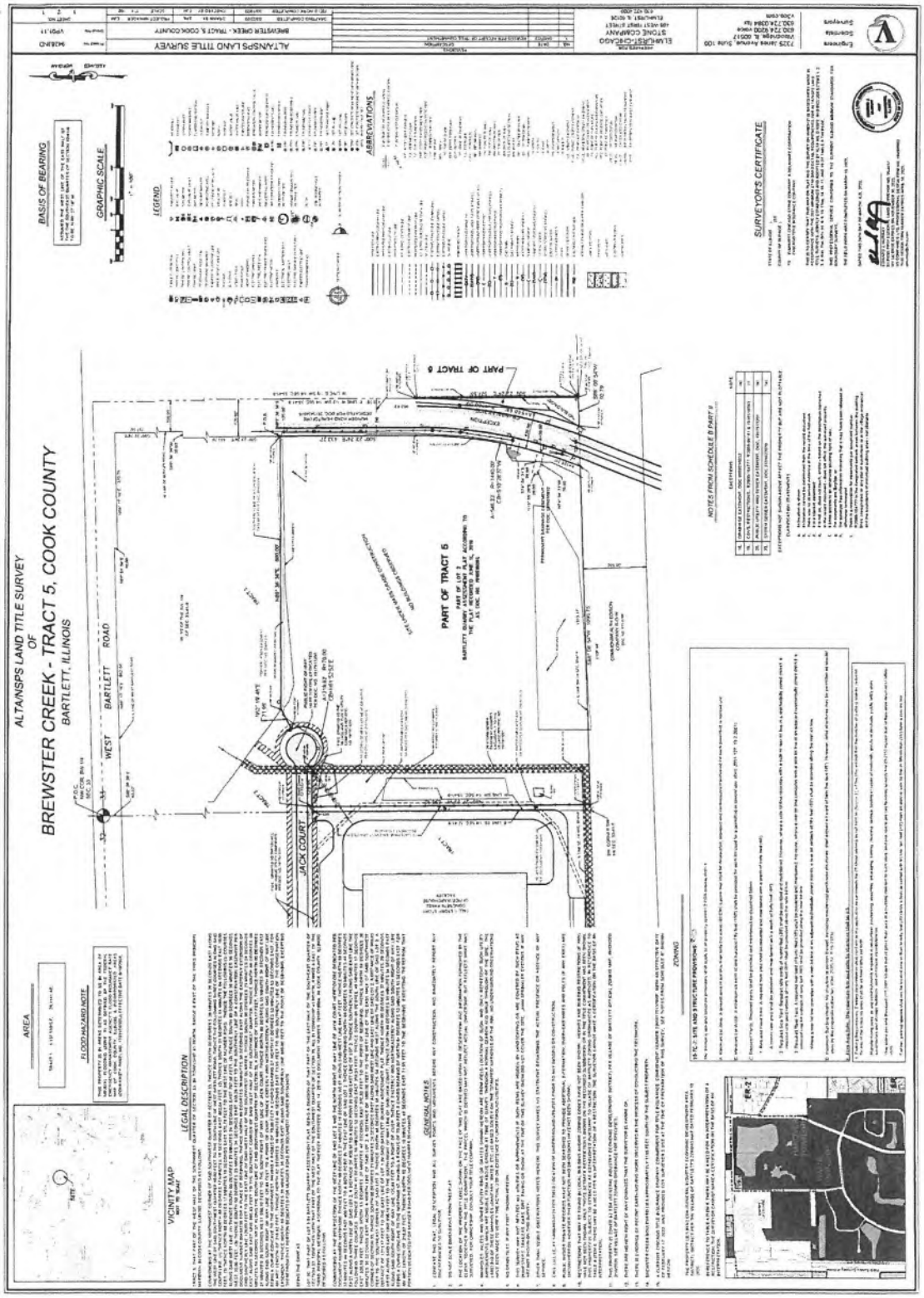
BEING THE SAME AS:

TRACT 5: THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 33; THENCE SOUTH 00 DEGREES 26 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 60.02 FEET TO THE SOUTH LINE OF WEST BARTLETT ROAD; THENCE THE FOLLOWING THREE COURSES ALONG SAID SOUTH LINE; (1) THENCE NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST 862.04 FEET; (2) THENCE SOUTH 01 DEGREES 51 MINUTES 04 SECONDS EAST 10.00 FEET; (3) THENCE NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST 370.78 FEET TO THE WEST LINE

OF MUNGER ROAD; THENCE THE FOLLOWING (3) COURSES ALONG SAID WEST LINE; (1) THENCE SOUTH 00 DEGREES 23 MINUTES 24 SECONDS EAST 797.56 FEET; (2) THENCE SOUTH 89 DEGREES 36 MINUTES 36 SECONDS WEST 20.00 FEET; (3) THENCE SOUTH 00 DEGREES 23 MINUTES 24 SECONDS EAST 833.28 FEET TO THE SOUTHERLY LINE OF A CONSERVATION EASEMENT PER DOCUMENT NUMBER 00488338 FOR A PLACE OF BEGINNING; THENCE NORTH 89 DEGREES 36 MINUTES 36 SECONDS EAST ALONG THE EASTERLY EXTENSION OF SAID SOUTHERLY LINE 120.00 FEET TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 23 MINUTES 24 SECONDS EAST ALONG SAID EAST LINE 960.83 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 08 MINUTES 54 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 33, A DISTANCE OF 1313.17 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 29 SECONDS WEST 896.10 FEET TO THE SOUTH RIGHT OF WAY LINE OF JACK COURT; THENCE NORTH 89 DEGREES 33 MINUTES 34 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE 125.94 FEET TO A POINT OF CUSP; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE BEING A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 70.00 FEET A CHORD BEARING OF NORTH 61 DEGREES 52 MINUTES 53 SECONDS EAST, FOR AN ARC LENGTH OF 218.82 FEET; THENCE NORTH 62 DEGREES 19 MINUTES 48 SECONDS EAST 71.95 FEET TO SAID SOUTHERLY LINE OF THE CONSERVATION EASEMENT; THENCE NORTH 89 DEGREES 36 MINUTES 36 SECONDS EAST ALONG SAID SOUTHERLY LINE 880.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PORTION DEDICATED FOR MUNGER ROAD PER DOCUMENT NUMBER 0515434076.

EXHIBIT B


ALTA/NSPS LAND TITLE SURVEY
OF
BREWSTER CREEK - TRACT 5, COOK COUNTY
BARTLETT, ILLINOIS
WEST BARTLETT ROAD
JACK COURT
PART OF TRACT 5
PART OF TRACT 6
BASIS OF BEARING
GRAPHIC SCALE
LEGEND
ABBREVIATIONS
SURVEYOR'S CERTIFICATE
NOTES FROM SCHEDULE B PART II
LEGAL DESCRIPTION
GENERAL NOTES
ZONING
VICINITY MAP
AREA
FLOOD HAZARD NOTE
ALTA/NSPS LAND TITLE SURVEY
BREWSTER CREEK - TRACT 5, COOK COUNTY
SHEET NO. 1 OF 1
SHEET NO. 1
ELMHURST-CHICAGO STONE COMPANY
BREWSTER CREEK
BARTLETT, ILLINOIS
Engineering
Surveying
7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.0200 voice
630.724.0384 fax

THE LAW OFFICES OF
LISTON & TSANTILIS
A PROFESSIONAL CORPORATION

33 NORTH LASALLE STREET, 28TH FLOOR CHICAGO, ILLINOIS 60602
BRIAN P. LISTON (312) 580-1594 PETER TSANTILIS (312) 604-3808 FACSIMILE (312) 580-1592

September 30, 2022

VIA MAIL & EMAIL
Tony Fradin
Economic Development Coordinator
Village of Bartlett
228 S. Main Street
Bartlett, Illinois 60103
Tfradin@vbartlett.org

RE: Class 6b Application
MIF 303 JACK CT (BARTLETT) OWNER, LLC
1303 Jack Court
Bartlett, IL 60103
PIN: 06-33-300-003-0000

Dear Tony:

MIF 303 JACK CT (BARTLETT) OWNER, LLC ("The Applicant") is the contract purchaser of the Subject Property located at 1303 Jack Court (PIN: 06-33-300-003-0000). The Applicant is requesting a resolution supporting and consenting to a Class 6b Incentive for the Subject Property based on New Construction & Substantial Rehabilitation.

The Subject Property currently consists of a large vacant piece of land measuring 26.1141 acres. Upon purchase, the Applicant intends to construct a new state of the art 400,112 square foot industrial building on the site. After completion, the Applicant plans to lease the property to one or more suitable industrial users.

The Applicant plans to purchase the Subject Property for approximately $5,276,000 and spend approximately $26,000,000 in hard costs to construct the new facility and lease to a suitable industrial user(s). The building will include approximately 80 exterior truck docks, four (4) overhead drive-in doors, 115 trailer parking stalls and 470 car parking spaces. As part of the project, the facility will link up to the recently constructed Jack Court which provides access throughout the Brewster Creek Business Park. The Subject Property will be constructed just East of the new McKesson facility, and Southeast of Colony's new property. The Subject property and its eventual user will work synergistically with Brewster Creek's existing tenants such as, ComEd, Greco & Sons, Rana, McKesson, Colony Display, Midwest Molding, Worldwide Express, BBS automation, etc.

The construction of the new industrial facility is expected to create approximately 50-75 temporary construction jobs, each of which will meet the prevailing wage for construction/maintenance work. The Applicant does not currently have a proposed user, however the Applicant plans to lease the property to an industrial user who will create and/or bring upwards of 75+ well-paying jobs to the Village of Bartlett.

After the acquisition and completion of the facility, the subject property is projected to have a market value of approximately $31,276,0000, which would generate an estimated $15,480,051 in total taxes over the life of the Class 6b Tax Incentive (or approximately $1,146,670 per year). Without the incentive, the property will stay undeveloped, which would result in a market value of approximately

$569,120 which would generate an estimated $250,387 over the next 12 years (or approximately $20,866 per year). Therefore, the property as developed with a 6b will generate approximately **$15,229,664** more in tax revenue than it would as it currently sits.

Without the relief granted by the incentive, the Applicant will at a significant disadvantage compared with surrounding industrial buildings in Cook County with a 6b, and industrial buildings in the nearby collar counties, which are not subject to the Cook County tax burden. The Applicant has determined that without the incentive it will not purchase nor develop the land, leaving the property undeveloped.

In addition to increased property tax revenues, occupation at the subject will significantly benefit Bartlett's community. As stated, significant construction will be required and the Applicant plans to include local businesses in the request for qualification process, with the hopes of doing business with local providers. The eventual occupant's employees will frequent Village restaurants, gas stations, stores and more. The occupant will also attract customers who will also frequent nearby establishments. According to the attached employee economic impact chart, an estimated 75 time full-time employees are estimated to spend approximately **$190,688 per year** in the Village on gas, entertainment, groceries, etc.

Based on the foregoing, the Applicant requests that Village of Bartlett review its Class 6B request and approve a Resolution supporting and consenting to a Class 6B Incentive for the Subject Property based New Construction and Substantial Rehabilitation. Should you need any additional documentation or have any questions or concerns, do not hesitate to contact me at (312) 604-3898.

Regards,

Mark Rogers

COOK COUNTY ASSESSOR
FRITZ KAEGI

COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.6584
WWW.COOKCOUNTYASSESSOR.COM

CLASS 6B
ELIGIBILITY APPLICATION

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, ***a filing fee of $500.00***, and supporting documentation *(except drawings and surveys)* must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information

Name: MIF 303 JACK CT (BARTLETT) OWNER, LLC Telephone: (630) 230-6383

Company: Midwest Industrial Funds

Address: 1303 Jack Ct

City: Bartlett State: IL Zip Code: 60103

Email: jhorrigan@midwestindustrialfunds.com

Contact Person (if different than the Applicant)

Name: Jack Horrigan Telephone: (630) 230-6383

Company: Midwest Industrial Funds

Address: 1211 W. 22nd Street, Suite 800

City: Oak Brook State: IL Zip Code: 60523

Email: jhorrigan@midwestindustrialfunds.com

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 1303 Jack Ct. (Identified as 1501 Bartlett per the Assessor)

Permanent Real Estate Index Number: 06-33-300-003-0000

(2) _____

Permanent Real Estate Index Number: _____

(3) _____

Permanent Real Estate Index Number: _____

City: Bartlett State: IL Zip Code: 60103

Township: Hanover Existing Class: 1-00

Attach legal description, site dimensions and square footage and building dimensions and square footage.

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties *(including all beneficial owners of a land trust)* identified by names and addresses, and the nature and extent of their interest.

Industrial Use

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Employment Opportunities

How many construction jobs will be created as a result of this development? 50-75

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: N/A Part-time: N/A

How many new permanent full-time jobs will be created by this proposed development? TBD

How many new permanent ~~full~~ part-time jobs will be created by this proposed development? TBD

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

[X] New Construction **(Read and Complete Section A)**

[X] Substantial Rehabilitation **(Read and Complete Section A)**
Incentive only applied to the market value attributable to the rehabilitation

[ ] Occupation of Abandoned Property - No Special Circumstance
(Read and Complete Section B)

[ ] Occupation of Abandoned Property - With Special Circumstance
(Read and Complete Section C)

[ ] Occupation of Abandoned Property - **(CEERM Supplemental Application)**
(Read and Complete Section C)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction commencement *(excluding demolition, if any)*: Q4 2022

Estimated date of construction completion: Approx. Q3 2023

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits *(including date of issuance)*
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction (including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc)*

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 12 continuous months prior to the purchase for value?

   [ ] YES [ ] NO

   When and by whom was the subject property last occupied prior to the purchase for value?

   _____

   _____

   Attach copies of the following documents:

   (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment

   (b) Information *(such as statements of utility companies)* which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

   Estimated date of reoccupation: _____
   Date of Purchase: _____
   Name of purchaser: _____
   Name of seller: _____
   Relationship of purchaser to seller: _____

   Attach copies of the following documents:

   (a) Sale Contract
   (b) Closing Statement
   (c) Recorded Deed
   (d) Assignment of Beneficial Interest
   (e) Real Estate Transfer Declaration

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of ***abandonment prior to purchase was less than 12 months***, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 12 continuous months or greater**, complete section (2).

1. How long was the period of abandonment prior to the purchase for value? _____

   When and by whom was the subject property last occupied prior to the purchase for value?

   _____

   _____

   Attach copies of the following documents:

   (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment

   (b) Information *(such as statements of utility companies)* which demonstrate that the property was vacant and unused and indicate duration of vacancy

   (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 12-month abandonment period.*

   Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

   Estimated date of Reoccupation: _____

   Date of purchase: _____

   Name of purchaser: _____

   Name of seller: _____

   Relationship of purchaser to seller: _____

   Attach copies of the following documents:

   (a) Sale Contract

   (b) Closing Statement

   (c) Recorded Deed

   (d) Assignment of Beneficial Interest

   (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

   [ ] 12 or greater continuous months *(Eligible for Special Circumstance)*

   [ ] 3 continuous months and maintain/create 250 Employees *(Eligible for Special Circumstance under CEERM)* - **Complete CEERM Supplemental Application**

   [ ] **Not Eligible for Special Circumstance if No purchase and less than 12 continuous months *vacant, or not a CEERM***

When and by whom was the subject property last occupied prior to the filing of this application?

_____

_____

Attach copies of the following documents:

(a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment

(b) Information *(such as statements of utility companies)* which demonstrate that the property was vacant and unused and indicate duration of vacancy

(c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

CEERM SUPPLEMENTAL APPLICATION

(This form will ONLY be utilized for applicants who specifically elect for CEERM)

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) where there has been no purchase for value and the buildings and other structures have been vacant and unused for at least three continuous months and applicant has provided sufficient documentation to establish that such applicant will create or maintain at least 250 jobs for employees at the subject location.

The CEERM Program shall be limited to the party who is the initial applicant of the Class 6B Incentive under the CEERM Program and the subject of the municipal Resolution or Ordinance.

*Under the **CEERM** Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year.* ***The terms of this program are Not Renewable.***

I _____ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **CEERM** program.

Further affiant sayeth not.

_____	_____
Agent's Signature	Agent's Name & Title
_____	_____
Agent's Mailing Address	Agent's Telephone Number
_____	_____
Applicant's Name	Applicant's Mailing Address
_____	
Applicant's e-mail address	

Subscribed and sworn before me this _____ day of _____, 20 _____

_____

Signature of Notary Public

LOCAL APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located *(or the County Board, if the real estate is located in an unincorporated area)* should accompany this Application. *The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property.* If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

FINALIZING THE INCENTIVE PROCESS

In order to finalize the class change you will need to file an **Incentive Appeal** with supporting documentation (including **Proof of Occupancy**) in the year that the property has been substantially occupied. It is advised that you access our website *(www.cookcountyassessor.com)* to determine the allowable filing dates for such action.

When filing an appeal requesting an Incentive Class Change, a $100.00 filing fee (made out to the Cook County Assessor) must be included. The property cannot receive Class 6B designation until you file an Incentive Appeal Form, AND this office grants reclassification for the parcel(s).

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters, the undersigned certifies that he/she believes the same to be true.

Signature	9/28/2022 Date
Jack Horrigan Print Name	Chief Financial Officer Title

EDS AFFIDAVIT

I, Jack Horrigan as agent for MIF 303 JACK CT (BARTLETT) OWNER, LLC (the "Applicant") does hereby certify that it would attest to the following facts as required by Sections 74-46 and 74-62 through 74-73 of the Cook County Code if called to testify:

1. That I am a duly authorized agent for Applicant, who is the contract purchaser of the property located at located at 1303 Jack Ct., Bartlett, IL 60103 (PIN: 06-33-300-003-0000) (the "Subject Property").

2. The Applicant does not hold title to any other properties in Cook County.

3. Applicant's ownership is as follows:

MIF 303 Jack Ct. (Bartlett) Investors, LLC – 100% Ownership
1303 Jack Court,
Bartlett, IL 60103

4. To my knowledge and after reviewing the Applicant's records, Applicant is not delinquent in the payment of any property taxes administered by Cook County or by a local municipality.

Further Affiant Sayeth Not

Date: 9/28/22

Subscribed and sworn before me
This 28 day of Sept, 2022

Stephanie N. Martinez
Signature of Notary Public

OFFICIAL SEAL
STEPHANIE N MARTINEZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/08/2025

Ownership/User Information
1303 Jack Court, Bartlett, IL 60103
PIN: 06-33-300-003-0000

Ownership:	MIF 303 JACK CT (BARTLETT) OWNER, LLC ("The Applicant") is the contract purchaser of the Subject Property located at 1303 Jack Court (PIN: 06-33-300-003-0000).
Structure:	**MIF 303 Jack Ct. (Bartlett) Investors, LLC – 100% Ownership** 1303 Jack Court, Bartlett, Illinois 60103
Address:	1303 Jack Court, Bartlett, Illinois
Phone #:	(630) 230-6383
Occupant:	The Applicant does not currently have a proposed user, however the Applicant plans to lease the property to an industrial user(s) who will create and/or bring upwards of 75+ well-paying jobs to the Village of Bartlett.

OFFICE OF THE ILLINOIS SECRETARY OF STATE

JESSE WHITE
SECRETARY OF STATE

Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

File Number	12101996
Entity Name	MIF 303 JACK CT (BARTLETT) OWNER, LLC
Status	ACTIVE

Entity Information

Principal Office	1211 W. 22ND STREET SUITE 410 OAK BROOK, IL 605230000
Entity Type	LLC
Type of LLC	Foreign
Organization/Admission Date	Monday, 29 August 2022
Jurisdiction	DE
Duration	PERPETUAL

Agent Information

Name	LP AGENTS, LLC
Address	2 N. LASALLE STREET SUITE 1300 CHICAGO , IL 60602
Change Date	Monday, 29 August 2022

Annual Report

For Year	
Filing Date	00/00/0000

Managers

Name	MIF 303 JACK CT (BARTLETT) INVESTORS, LLC
Address	1211 W. 22ND STREET SUITE 410 OAK BROOK, IL 605230000

Series Name

NOT AUTHORIZED TO ESTABLISH SERIES

Return to Search

Purchase Certificate of Good Standing
(One Certificate per Transaction)

File Annual Report
Adopting Assumed Name
Articles of Amendment Effecting A Name Change
Change of Registered Agent and/or Registered Office

Legal Description, Site and Building Square Footage

1303 Jack Court, Bartlett, IL 60103

PIN: 06-33-300-003-0000

The Subject Property currently consists of a large vacant piece of land measuring 26.1141 acres. Upon purchase, the Applicant intends to construct a new state of the art 400,112 square foot industrial building on the site. After completion, the Applicant plans to lease the property to one or more suitable industrial users.

The Applicant plans to purchase the Subject Property for approximately $5,276,000 and spend approximately $26,000,000 in hard costs to construct the new facility and lease to a suitable industrial user(s)

Attached hereto please find:

- Survey
- Site Plan
- Aerial Overview
- Street View
- Legal Description
- Rendering

ALTA/NSPS LAND TITLE SURVEY
OF
BREWSTER CREEK - TRACT 5, COOK COUNTY
BARTLETT, ILLINOIS

VICINITY MAP
NOT TO SCALE

AREA

TRACT 5 1,137,537 S.F. 26.1141 AC.

FLOOD HAZARD NOTE

THIS PROPERTY IS IN AREAS DETERMINED TO BE IN AREA OF MINIMAL FLOODING (ZONE X) AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF COOK COUNTY, ILLINOIS & INCORPORATED AREAS (COMMUNITY PANEL NO. 17031C0205J) EFFECTIVE DATE 8/19/2008.

LEGAL DESCRIPTION

TRACT 5: THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 33; THENCE SOUTH 00 DEGREES 26 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 40.52 FEET TO THE SOUTH LINE OF WEST BARTLETT ROAD; THENCE THE FOLLOWING THREE COURSES ALONG SAID SOUTH LINE: (1) THENCE NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST 862.04 FEET; (2) THENCE SOUTH 01 DEGREES 51 MINUTES 54 SECONDS EAST 10.00 FEET; (3) THENCE NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST 370.79 FEET TO THE WEST LINE OF MUNGER ROAD; THENCE THE FOLLOWING (3) COURSES ALONG SAID WEST LINE: (1) THENCE SOUTH 00 DEGREES 23 MINUTES 24 SECONDS EAST 797.58 FEET; (2) THENCE SOUTH 89 DEGREES 36 MINUTES 36 SECONDS WEST 20.00 FEET; (3) THENCE SOUTH 00 DEGREES 23 MINUTES 24 SECONDS EAST 833.28 FEET TO THE SOUTHERLY LINE OF A CONSERVATION EASEMENT PER DOCUMENT NUMBER 0944843338 FOR A PLACE OF BEGINNING; THENCE NORTH 89 DEGREES 36 MINUTES 36 SECONDS EAST ALONG THE EASTERLY EXTENSION OF SAID SOUTHERLY LINE 120.00 FEET TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 23 MINUTES 24 SECONDS EAST ALONG SAID EAST LINE 960.93 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 08 MINUTES 54 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 33, A DISTANCE OF 1313.17 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 26 SECONDS WEST 496.10 FEET TO THE SOUTH RIGHT OF WAY LINE OF JACK COURT; THENCE NORTH 89 DEGREES 33 MINUTES 34 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE 125.94 FEET TO A POINT OF CUSP; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE BEING A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 70.00 FEET A CHORD BEARING OF NORTH 61 DEGREES 53 MINUTES 53 SECONDS EAST, FOR AN ARC LENGTH OF 218.82 FEET; THENCE NORTH 62 DEGREES 19 MINUTES 48 SECONDS EAST 71.95 FEET TO SAID SOUTHERLY LINE OF THE CONSERVATION EASEMENT; THENCE NORTH 89 DEGREES 36 MINUTES 36 SECONDS EAST ALONG SAID SOUTHERLY LINE 880.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PORTION DEDICATED FOR MUNGER ROAD PER DOCUMENT NUMBER 0615434076.

BEING THE SAME AS:

LOT 2C: THAT PART OF LOT 2 IN BARTLETT QUARRY ASSESSMENT PLAT, BEING A DIVISION OF THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOGETHER WITH THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 2019 AS DOCUMENT NUMBER 1919518084, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 2 AND THE NORTH RIGHT OF WAY LINE OF JACK COURT HERETOFORE DEDICATED PER DOCUMENT NUMBER 1919513206; THENCE NORTH 00 DEGREES 27 MINUTES 16 SECONDS WEST ALONG SAID WEST LINE 444.47 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 44 SECONDS EAST 400 FEET TO A BEND POINT IN THE EAST LINE OF SAID LOT 2; THENCE CONTINUING NORTH 89 DEGREES 32 MINUTES 44 SECONDS EAST ALONG A NORTH LINE OF SAID LOT 2, A DISTANCE OF 635.56 TO A BEND POINT IN SAID EAST LINE OF LOT 2; THENCE SOUTHERLY ALONG SAID EAST LINE THE FOLLOWING THREE COURSES; THENCE SOUTH 41 DEGREES 54 MINUTES 53 SECONDS EAST 359.51 FEET; THENCE SOUTH 01 DEGREE 49 MINUTES 17 SECONDS EAST 329.85 FEET; THENCE SOUTH 33 DEGREES 27 MINUTES 47 SECONDS EAST 379.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 36 MINUTES 36 SECONDS EAST ALONG A NORTH LINE OF SAID LOT 2, A DISTANCE OF 1000.98 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST CORNER OF SECTION 33; THENCE SOUTH 00 DEGREES 23 MINUTES 24 SECONDS EAST ALONG SAID WEST LINE AND EAST LINE OF SAID LOT 2, A DISTANCE OF 968.83 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88 DEGREES 08 MINUTES 54 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 2, DISTANCE OF 1313.17 FEET TO THE EAST LINE OF LOT 1 IN SAID BARTLETT QUARRY ASSESSMENT PLAT; THENCE NORTH 00 DEGREES 27 MINUTES 29 SECONDS WEST ALONG SAID EAST LINE 996.10 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID JACK COURT; THENCE NORTH 89 DEGREES 33 MINUTES 34 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE 125.94 FEET TO A POINT OF CUSP; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE BEING A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 70.00 FEET A CHORD BEARING OF NORTH 61 DEGREES 53 MINUTES 53 SECONDS EAST, FOR AN ARC LENGTH OF 218.82 FEET; THENCE NORTH 62 DEGREES 19 MINUTES 48 SECONDS EAST 71.95 FEET TO THE BEGINNING, EXCEPTING THEREFROM THAT PORTION DEDICATED FOR MUNGER ROAD PER DOCUMENT NUMBER 0615434076

GENERAL NOTES

1. COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY POINTS AND MONUMENTS BEFORE ANY CONSTRUCTION, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO SURVEYOR.
2. DO NOT SCALE DIMENSIONS FROM THIS PLAT.
3. THE LOCATION OF THE PROPERTY LINES SHOWN ON THE FACE OF THIS PLAT ARE BASED UPON THE DESCRIPTION AND INFORMATION FURNISHED BY THE CLIENT, TOGETHER WITH THE TITLE COMMITMENT. THE PARCEL WHICH IS DEFINED MAY NOT REFLECT ACTUAL OWNERSHIP, BUT REFLECTS WHAT WAS SURVEYED. FOR OWNERSHIP, CONSULT YOUR TITLE COMPANY.
4. MANHOLES, INLETS AND OTHER UTILITY RIMS OR GRATES SHOWN HEREON ARE FROM FIELD LOCATION OF SUCH, AND ONLY REPRESENT SUCH UTILITY IMPROVEMENTS WHICH ARE VISIBLE FROM ABOVE GROUND AT TIME OF SURVEY. THROUGH A NORMAL SEARCH AND WALK THROUGHS OF THE SITE. THE LABELING OF THESE MANHOLES (SANITARY, WATER, ETC.) IS BASED SOLELY ON THE "STAMPED" MARKINGS OF THE RIM. NO UNDERGROUND OBSERVATIONS HAVE BEEN MADE TO VERIFY THE ACTUAL USE OR EXISTENCE OF UNDERGROUND UTILITIES.
5. NO DRAIN TILES, IF ANY EXIST, SHOWN HEREON.
6. THIS SURVEY MAY NOT REFLECT ALL UTILITIES OR IMPROVEMENTS IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING OR ARE COVERED BY SUCH ITEMS AS DUMPSTERS, TRAILERS, CARS, DIRT, PAVING OR SNOW, AT THE TIME OF THIS SURVEY SNOW DID NOT COVER THE SITE. LAWN SPRINKLER SYSTEMS, IF ANY, ARE NOT SHOWN ON THIS SURVEY.
7. OTHER THAN VISIBLE OBSERVATIONS NOTED HEREON, THIS SURVEY MAKES NO STATEMENT REGARDING THE ACTUAL PRESENCE OR ABSENCE OF ANY SERVICE.
8. CALL J.U.L.I.E. AT 1-800-892-0123 FOR FIELD LOCATION OF UNDERGROUND UTILITIES PRIOR TO ANY DIGGING OR CONSTRUCTION.
9. PUBLIC AND/OR PRIVATE RECORDS HAVE NOT BEEN SEARCHED TO PROVIDE ADDITIONAL INFORMATION. OVERHEAD WIRES AND POLES (IF ANY EXIST) ARE SHOWN HEREON, HOWEVER THEIR FUNCTION AND DIMENSIONS HAVE NOT BEEN SHOWN.
10. RESTRICTIONS THAT MAY BE FOUND IN LOCAL BUILDING AND/OR ZONING CODES HAVE NOT BEEN SHOWN. HEIGHTS AND BUILDING RESTRICTIONS (IF ANY) HAVE NOT BEEN SHOWN. ONLY THOSE SETBACK RESTRICTIONS SHOWN ON THE RECORDED SUBDIVISION OR IN THE TITLE COMMITMENT HAS BEEN SHOWN. THIS PROPERTY IS SUBJECT TO SETBACKS AS ESTABLISHED PURSUANT TO VILLAGE OF BARTLETT ZONING ORDINANCES AS AMENDED. IN REFERENCE TO TABLE A ITEM 6, THERE MAY BE A NEED FOR AN INTERPRETATION OF A RESTRICTION. THE SURVEYOR CANNOT MAKE A CERTIFICATION ON THE BASIS OF AN INTERPRETATION.
11. THIS PROPERTY IS ZONED I-2 EDA (GENERAL INDUSTRY ECONOMIC DEVELOPMENT DISTRICT) PER VILLAGE OF BARTLETT OFFICIAL ZONING MAP, AMENDED 2/18/2020. SEE VILLAGE OF BARTLETT ZONING ORDINANCE FOR SPECIFICS.
12. THERE ARE NO NEW RIGHT OF WAY CHANGES THAT THE SURVEYOR IS AWARE OF.
13. THERE IS EVIDENCE OF RECENT EARTH MOVING WORK OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
14. BREWSTER CREEK BOULEVARD LIES APPROXIMATELY 1165 FEET SOUTH OF THE SUBJECT PROPERTY.
15. A CURRENT CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE, COMMITMENT NUMBER 22NW1701313NW, WITH AN EFFECTIVE DATE OF FEBRUARY 17, 2022, WAS PROVIDED FOR SURVEYOR'S USE AT THE TIME OF PREPARATION OF THIS SURVEY. SEE "NOTES FROM SCHEDULE B" SHOWN HEREON.

ZONING

THE PROPERTY LIES IN I-2 EDA (GENERAL INDUSTRY ECONOMIC DEVELOPMENT AREA DISTRICT) DISTRICT PER THE VILLAGE OF BARTLETT'S ZONING MAP DATED FEBRUARY 10, 2020.

IN REFERENCE TO TABLE A ITEM 6, THERE MAY BE A NEED FOR AN INTERPRETATION OF A RESTRICTION. THE SURVEYOR CANNOT MAKE A CERTIFICATION ON THE BASIS OF AN INTERPRETATION.

10-7C-7: SITE AND STRUCTURE PROVISIONS:

The following site and structure provisions shall apply to all property zoned I-2 EDA (warehouse district).

A. Minimum Lot Area: A ground area of not less than forty thousand (40,000) square feet shall be designated, provided and continuously maintained for each permitted or special use.

B. Minimum Lot Width: A minimum lot width of one hundred fifty feet (150') shall be provided for each lot used for a permitted or special use. (Ord. 2001-127, 10-2-2001)

C. Required Yards: Required yards shall be provided and maintained as described below:

1. Required Front Yard: A required front yard shall be provided and maintained with a depth of forty feet (40').

A corner side yard shall be provided and maintained with a depth of forty feet (40').

2. Required Side Yard: Required side yards of twenty feet (20') shall be provided and maintained. However, where a side or line concurs with a side or rear lot line in a residentially zoned district, a required side yard setback of sixty feet (60') shall be provided along the side lot line.

3. Required Rear Yard: A required rear yard of forty feet (30') shall be provided and maintained. However, where a rear lot line coincides with a side lot line of an adjacent residentially zoned district, a required rear lot setback of sixty feet (60') shall be provided along the rear lot line.

Where a rear lot line coincides with a rear lot line of an adjacent residentially zoned district, a rear lot setback of fifty feet (50') shall be provided along the rear lot line.

D. Maximum Building Height: No structure or portion thereof, excluding mechanical penthouse structures, shall exceed a height of forty five feet (45'). However, taller structures may be permitted as special uses by the corporate authorities. (Ord. 2015-72, 9-15-2015)

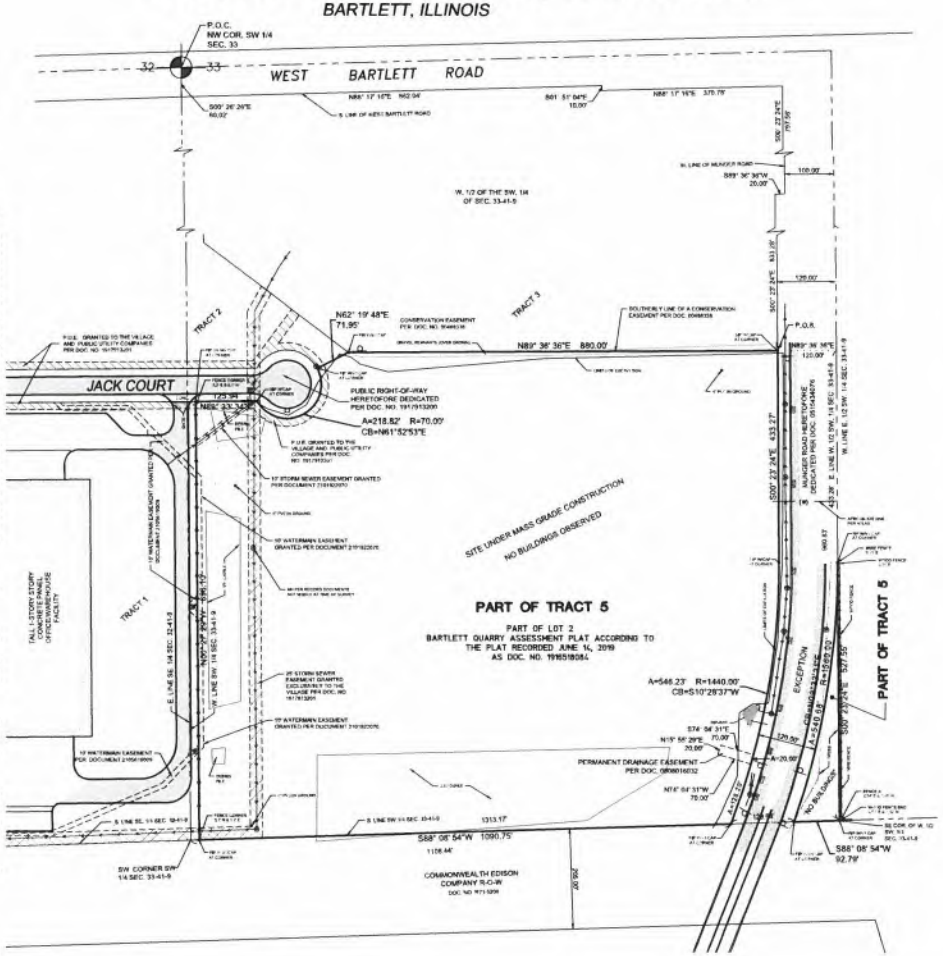
E. Floor Area Ratio: The maximum floor area ratio for structures shall be 0.5.

F. Parking Requirements: Parking requirements shall conform to the applicable requirements for off-street parking as set forth in chapter 11 of this title, except that the number of parking spaces required for any of the following uses shall be as hereinafter set forth:

Manufacturing uses, or any establishments engaged in production, processing, assembly, packaging, bottling, cleaning, service, testing or repair of materials, goods or products, public utility uses, warehouses and storage buildings, and wholesale establishments:

One space per one thousand (1:1,000) square feet of gross floor area of a building devoted to such uses, and one space per ten hundred seventy five (1:1075) square feet of floor area devoted to office uses.

Further, parking spaces shall not be located closer than twenty feet (20') from a front or corner side lot line, ten feet (10') from an interior side lot line or fifteen feet (15') from a rear lot line.



BASIS OF BEARING

ASSUMED THE WEST LINE OF THE EAST HALF OF THE THE SOUTHEAST QUARTER OF SECTION 32-41-9 TO BEAR N 00° 27' 16" W

GRAPHIC SCALE

1" = 100'

LEGEND

ABBREVIATIONS

NOTES FROM SCHEDULE B PART II

	EXCEPTIONS	NOTE
16.	DRAINAGE EASEMENT, DOC 0890816032	(a)
19.	COVS. RESTRICTIONS., R2000-164777, R2006-941614 & 1916516083	(c)
20.	PUBLIC UTILITY AND SEWER EASEMENT, DOC. 1917613201	(a)
22.	STORM SEWER EASEMENT, DOC 2101922070	(a)

EXCEPTIONS NOT SHOWN ABOVE AFFECT THE PROPERTY BUT ARE NOT PLOTTABLE.

CLARIFICATION STATEMENTS

a. its location is shown;
b. its location cannot be determined from the record document;
c. there was no observed evidence at the time of the fieldwork;
d. it is a blanket easement;
e. it is not on, does not touch, and/or - based on the description contained in the record document - does not affect the surveyed property;
f. it limits access to an otherwise abutting right of way;
g. the documents are illegible; or
h. the surveyor has information indicating that it may have been released or otherwise terminated
i. there is a reservation for easements per document number R2000-164777 in the designated setback areas between the building lines (designated on any plat of subdivision or in the village ordinance) and the boundaries of individual building sites - not plottable

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

TO: ELMHURST CHICAGO STONE COMPANY, A DELAWARE CORPORATION
CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 7(a), (b1), (c), 8, 9, 10, 11(a), 14, 16, 17, AND 19 OF TABLE A THEREOF.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS.

THE FIELD WORK WAS COMPLETED ON MARCH 10, 2022.

DATED THIS 24TH DAY OF MARCH, A.D., 2022.

EDWARD J. MURRAY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-4057
MY LICENSE EXPIRES ON NOVEMBER 30, 2022
V3 COMPANIES, LTD. PROFESSIONAL DESIGN FIRM NO. 184000802
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2023.
emurray@v3co.com

PROFESSIONAL LAND SURVEYOR
EDWARD J. MURRAY
035-4057
ILLINOIS
STATE OF ILLINOIS

NO.	DATE	REVISION DESCRIPTION
1.	06/01/22	REVISED PER RECEIPT OF TITLE COMMITMENT

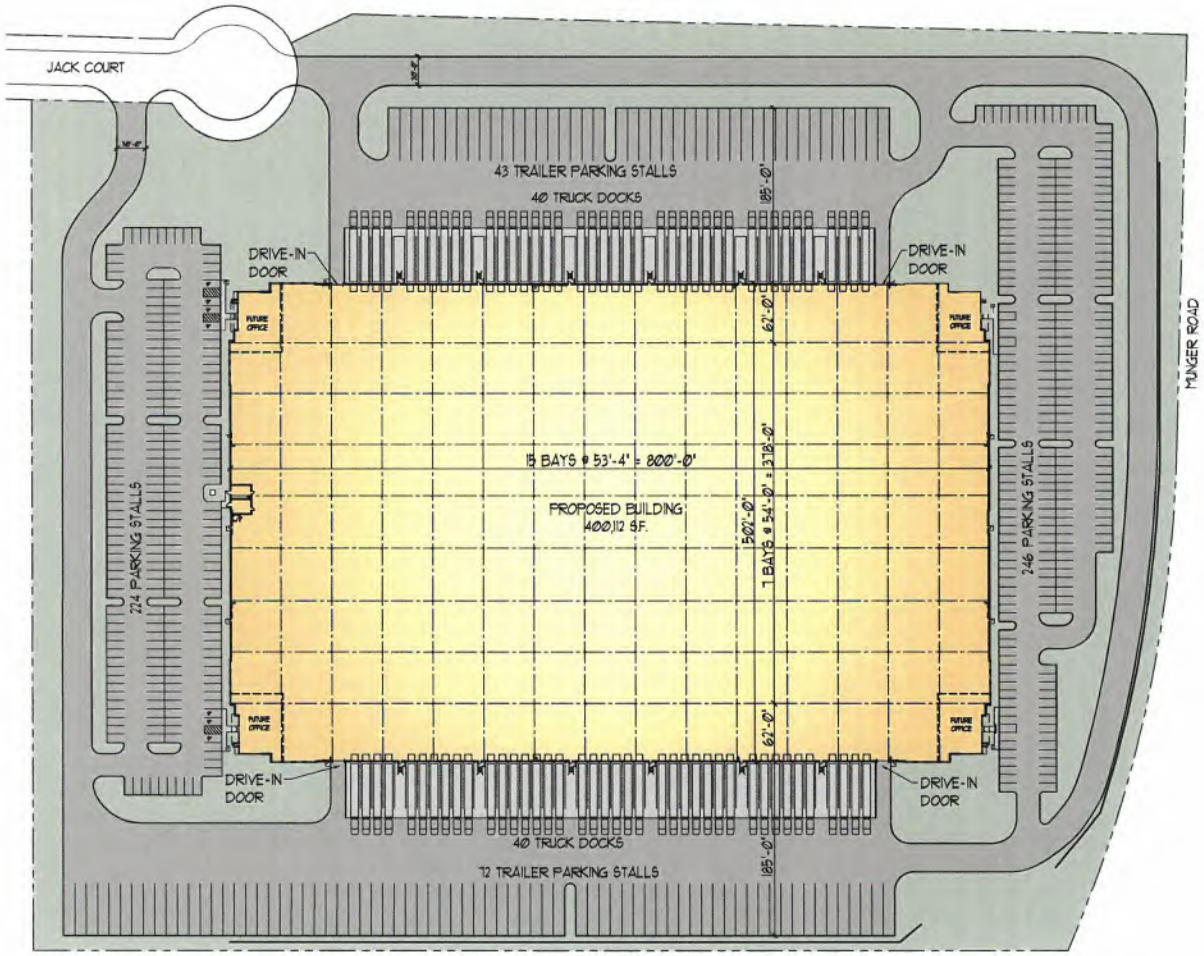
PREPARED FOR:
ELMHURST-CHICAGO STONE COMPANY
400 WEST ST. ROBERT STREET
ELMHURST, IL 60126
630.832.4000

Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.3200 voice
630.724.0384 fax
V3co.com

ALTA/NSPS LAND TITLE SURVEY
BREWSTER CREEK - TRACT 5, COOK COUNTY

Project No: 9428.IND	Group No: VP01.11		SHEET NO. 1 OF 1
DRAFTING COMPLETED: 03/22/22	DRAWN BY: SPK	PROJECT MANAGER: EJM	
FIELD WORK COMPLETED: 03/10/22	CHECKED BY: EJM	SCALE: 1" = 100'	



1 SITE PLAN
A1.1 1" = 60'-0"

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REVISIONS

PROJECT WARRIOR
Jack Court, Bartlett, IL

SITE PLAN

2532 Lake Cook Road
Suite 280
Riverwoods, IL 60015
Ph.: (847) 940-0300
www.pidarchitects.com

Partners in Design
ARCHITECTS

PROJECT NO.: 856.22.085
DRAWN BY: CTS
DESIGNED BY: MB
DATE: 08/11/22
SHEET NO.: A1.1

EXHIBIT A

LEGAL DESCRIPTION

LOT 2C: THAT PART OF LOT 2 IN BARTLETT QUARRY ASSESSMENT PLAT, BEING A DIVISION OF THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOGETHER WITH THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 2019 AS DOCUMENT NUMBER 1916518084, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 2 AND THE NORTH RIGHT OF WAY LINE OF JACK COURT HERETOFORE DEDICATED PER DOCUMENT NUMBER 1917913200: THENCE NORTH 00 DEGREES 27 MINUTES 16 SECONDS WEST ALONG SAID WEST LINE 844.47 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 44 SECONDS EAST 400 FEET TO A BEND POINT IN THE EAST LINE OF SAID LOT 2: THENCE CONTINUING NORTH 89 DEGREES 32 MINUTES 44 SECONDS EAST ALONG A NORTH LINE OF SAID LOT 2, A DISTANCE OF 630.56 TO A BEND POINT IN SAID EAST LINE OF LOT 2; THENCE SOUTHERLY ALONG SAID EAST LINE THE FOLLOWING THREE COURSES; THENCE SOUTH 41 DEGREES 56 MINUTES 53 SECONDS EAST 359.51 FEET; THENCE SOUTH 01 DEGREE 49 MINUTES 17 SECONDS EAST 320.89 FEET; THENCE SOUTH 53 DEGREES 27 MINUTES 47 SECONDS EAST 370.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 36 MINUTES 36 SECONDS EAST ALONG A NORTH LINE OF SAID LOT 2, A DISTANCE OF 1000.00 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST CORNER OF SECTION 33; THENCE SOUTH 00 DEGREES 23 MINUTES 24 SECONDS EAST ALONG SAID WEST LINE AND EAST LINE OF SAID LOT 2, A DISTANCE OF 960.83 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88 DEGREES 08 MINUTES 54 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 1313.17 FEET TO THE EAST LINE OF LOT 1 IN SAID BARTLETT QUARRY ASSESSMENT PLAT; THENCE NORTH 00 DEGREES 27 MINUTES 29 SECONDS WEST ALONG SAID EAST LINE 896.10 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID JACK COURT; THENCE NORTH 89 DEGREES 33 MINUTES 34 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE 125.94 FEET TO A POINT OF CUSP; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE BEING A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 70.00 FEET A CHORD BEARING OF NORTH 61 DEGREES 52 MINUTES 53 SECONDS EAST, FOR AN ARC LENGTH OF 218.82 FEET; THENCE NORTH 62 DEGREES 19 MINUTES 48 SECONDS EAST 71.95 FEET TO THE BEGINNING, EXCEPTING THEREFROM THAT PORTION DEDICATED FOR MUNGER ROAD PER DOCUMENT NUMBER 0515434076 TRACT 5: THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 33; THENCE SOUTH 00 DEGREES 26 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 60.02 FEET TO THE SOUTH LINE OF WEST BARTLETT ROAD; THENCE THE FOLLOWING THREE COURSES ALONG SAID SOUTH LINE; (1) THENCE NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST 862.04 FEET; (2) THENCE SOUTH 01 DEGREES 51 MINUTES 04 SECONDS EAST 10.00 FEET; (3) THENCE NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST 370.78 FEET TO THE WEST LINE OF MUNGER ROAD; THENCE THE FOLLOWING (3) COURSES ALONG SAID WEST LINE; (1) THENCE SOUTH 00 DEGREES 23 MINUTES 24 SECONDS EAST 797.56 FEET; (2) THENCE SOUTH 89 DEGREES 36 MINUTES 36

SECONDS WEST 20.00 FEET; (3) THENCE SOUTH 00 DEGREES 23 MINUTES 24 SECONDS EAST 833.28 FEET TO THE SOUTHERLY LINE OF A CONSERVATION EASEMENT PER DOCUMENT NUMBER 00488338 FOR A PLACE OF BEGINNING; THENCE NORTH 89 DEGREES 36 MINUTES 36 SECONDS EAST ALONG THE EASTERLY EXTENSION OF SAID SOUTHERLY LINE 120.00 FEET TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 23 MINUTES 24 SECONDS EAST ALONG SAID EAST LINE 960.83 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 08 MINUTES 54 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 33, A DISTANCE OF 1313.17 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 29 SECONDS WEST 896.10 FEET TO THE SOUTH RIGHT OF WAY LINE OF JACK COURT; THENCE NORTH 89 DEGREES 33 MINUTES 34 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE 125.94 FEET TO A POINT OF CUSP; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE BEING A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 70.00 FEET A CHORD BEARING OF NORTH 61 DEGREES 52 MINUTES 53 SECONDS EAST, FOR AN ARC LENGTH OF 218.82 FEET; THENCE NORTH 62 DEGREES 19 MINUTES 48 SECONDS EAST 71.95 FEET TO SAID SOUTHERLY LINE OF THE CONSERVATION EASEMENT; THENCE NORTH 89 DEGREES 36 MINUTES 36 SECONDS EAST ALONG SAID SOUTHERLY LINE 880.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PORTION DEDICATED FOR MUNGER ROAD PER DOCUMENT NUMBER 0515434076.

[END]

SPITZER RD
NAPERVILLE RD

W Bartlett Rd
W Bartlett Rd
Bartlett Fire Protection
District Station 3
d CMM
1501 W Bartlett Rd,
Bartlett, IL 60103
Colony Display
McKesson
Suns

Munger Rd
Bartlett, Illinois
Google
Street View - Dec 2021
Google

Employment Information:
1303 Jack Court, Bartlett, IL 60103
PIN: 06-33-300-003-0000

The Subject Property currently consists of a large vacant piece of land measuring 26.1141 acres. Upon purchase, the Applicant intends to construct a new state of the art 400,112 square foot industrial building on the site. After completion, the Applicant plans to lease the property to one or more suitable industrial users.

As part of the project, the facility will link up to the recently constructed Jack Court which provides access throughout the Brewster Creek Business Park. The Subject Property will be constructed just East of the new McKesson facility, and Southeast of Colony's new property. The construction of the new industrial facility is expected to create approximately 50-75 temporary construction jobs, each of which will meet the prevailing wage for construction/maintenance work. The Applicant does not currently have a proposed user, however the Applicant plans to lease the property to an industrial user who will create and/or bring upwards of 75+ well-paying jobs to the Village of Bartlett. The Subject property and its eventual user will work synergistically with Brewster Creek's existing tenants such as, ComEd, Greco & Sons, Rana, McKesson, Colony Display, Midwest Molding, Worldwide Express, BBS automation, etc.

In addition to increased property tax revenues, occupation at the subject will significantly benefit Bartlett's community. As stated, significant construction will be required and the Applicant plans to include local businesses in the request for qualification process, with the hopes of doing business with local providers. The eventual occupant's employees will frequent Village restaurants, gas stations, stores and more. The occupant will also attract customers who will also frequent nearby establishments. According to the attached employee economic impact chart, an estimated 75 time full-time employees are estimated to spend approximately $190,688 per year in the Village on gas, entertainment, groceries, etc.

New Employee Business Impact Chart					
Purchase	Emp.	%	Exp./Week	Weeks	Total
Lunch	75	55%	$55	50	$68,063
Grocery	75	30%	$50	50	$33,750
Consumer Goods	75	25%	$35	50	$19,688
Entertainment	75	15%	$55	50	$18,563
Auto-Gas	75	75%	$30	50	$50,625
TOTAL (Per Year)					$190,688

Potential Growth & Property Improvements
1303 Jack Court, Bartlett, IL 60103
PIN: 06-33-300-003-0000

The Subject Property currently consists of a large vacant piece of land measuring 26.1141 acres. Upon purchase, the Applicant intends to construct a new state of the art 400,112 square foot industrial building on the site. After completion, the Applicant plans to lease the property to one or more suitable industrial users.

The Applicant plans to purchase the Subject Property for approximately $5,276,000 and spend approximately $26,000,000 in hard costs to construct the new facility and lease to a suitable industrial user(s). The building will include approximately 80 exterior truck docks, four (4) overhead drive-in doors, 115 trailer parking stalls and 470 car parking spaces. As part of the project, the facility will link up to the recently constructed Jack Court which provides access throughout the Brewster Creek Business Park. The Subject Property will be constructed just East of the new McKesson facility, and Southeast of Colony's new property.

After the acquisition and completion of the facility, the subject property is projected to have a market value of approximately $31,276,0000, which would generate an estimated $15,480,051 in total taxes over the life of the Class 6b Tax Incentive (or approximately **$1,146,670** per year). Without the incentive, the property will stay undeveloped, which would result in a market value of approximately $569,120 which would generate an estimated $250,387 over the next 12 years (or approximately **$20,866** per year). Therefore, the property as developed with a 6b will generate approximately **$15,229,664** more in tax revenue than it would as it currently sits.

The construction of the new industrial facility is expected to create approximately 50-75 temporary construction jobs, each of which will meet the prevailing wage for construction/maintenance work. The Applicant does not currently have a proposed user; however the Applicant plans to lease the property to an industrial user who will create and/or bring upwards of 75+ well-paying jobs to the Village of Bartlett.

Without the relief granted by the incentive, the Applicant will at a significant disadvantage compared with surrounding industrial buildings in Cook County with a 6b, and industrial buildings in the nearby collar counties, which are not subject to the Cook County tax burden. The Applicant has determined that without the incentive it will not purchase nor develop the land, leaving the property undeveloped.

12 Year Tax Estimates

1303 Jack Court,
Bartlett, Illinois 60103
(PIN: 06-33-300-003-0000)

Estimated Taxes Based on:
Estimated Taxes at $5,276,000 Purchase Price and approximately $26,000,000 in Hard Costs & a 6b
Compared to
Estimated Taxes based on the Initial 2022 Market Value, No Development and No 6b

				Estimated Taxes at $5,276,000 Purchase Price and approximately $26,000,000 in Hard Costs & a 6b				Estimated Taxes based on the Initial 2022 Market Value, No Development and No 6b			
Tax Year	2020 Tax Rate	2020 Multiplier	Estimated Effective Tax Rate*	Estimated Taxes at $5,276,000 Purchase Price and approximately $26,000,000 in Hard Costs & a 6b	Assessment Level with a Class 6b**	Estimated Assessed Value With a Class 6b	Estimated Tax With a Class 6b	Estimated Taxes based on the Initial 2022 Market Value, No Development and No 6b	Assessment Level With NO Class 6b	Estimated Assessed Value Without a Class 6b	Estimated Taxes at Full Vacancy Without a Class 6b
2024	11.374%	3.2234	36.663%	$31,276,000	10%	$3,127,600	**$1,146,670**	$569,120	10%	$56,912	**$20,866**
2025	11.374%	3.2234	36.663%	$31,276,000	10%	$3,127,600	**$1,146,670**	$569,120	10%	$56,912	**$20,866**
2026	11.374%	3.2234	36.663%	$31,276,000	10%	$3,127,600	**$1,146,670**	$569,120	10%	$56,912	**$20,866**
2027	11.374%	3.2234	36.663%	$31,276,000	10%	$3,127,600	**$1,146,670**	$569,120	10%	$56,912	**$20,866**
2028	11.374%	3.2234	36.663%	$31,276,000	10%	$3,127,600	**$1,146,670**	$569,120	10%	$56,912	**$20,866**
2029	11.374%	3.2234	36.663%	$31,276,000	10%	$3,127,600	**$1,146,670**	$569,120	10%	$56,912	**$20,866**
2030	11.374%	3.2234	36.663%	$31,276,000	10%	$3,127,600	**$1,146,670**	$569,120	10%	$56,912	**$20,866**
2031	11.374%	3.2234	36.663%	$31,276,000	10%	$3,127,600	**$1,146,670**	$569,120	10%	$56,912	**$20,866**
2032	11.374%	3.2234	36.663%	$31,276,000	10%	$3,127,600	**$1,146,670**	$569,120	10%	$56,912	**$20,866**
2033	11.374%	3.2234	36.663%	$31,276,000	10%	$3,127,600	**$1,146,670**	$569,120	10%	$56,912	**$20,866**
2034	11.374%	3.2234	36.663%	$31,276,000	15%	$4,691,400	**$1,720,006**	$569,120	10%	$56,912	**$20,866**
2035	11.374%	3.2234	36.663%	$31,276,000	20%	$6,255,200	**$2,293,341**	$569,120	10%	$56,912	**$20,866**
				Total Estimated Taxes (2024 to 2035)			**$15,480,051**	**Total Estimated Taxes (2024 to 2035)**			**$250,387**

Property Tax Revenue Generated from the Property's Class 6b Tax Incentive:	**$15,229,664**

Annual Income Generated by an Estimated 75 Employees	**$190,688**

Notes:

* The 2020 Effective Tax Rate was used. It does not take into account any increases or decreases in the Effective Tax Rate between 2024 and 2035.

**The above is based on the assumption that the Class 6b Tax Incentive for the subject property will be granted in 2022 and activated in 2024

***A 20% occupancy factor was applied to the 2022 Initial Building Assessed Value, which was then added to the 2022 Initial Assessor Land Assessed Value to create a revised 2022 Assessed Value with Total Vacancy Reduction. The revised 2022 Assessed Value with Total Vacancy Reduction was then multiplied by 4 tocreate the "Estimated Market Value Based on the 2022 Cook County Assessed Value at Full Vacancy, No Improvements and no 6b"

The above estimates are speculative, and should be treated as such.

REAL ESTATE PURCHASE CONTRACT

1. Agreement to Purchase. MIDWEST INDUSTRIAL FUNDS, INC., an Illinois corporation ("**Purchaser**") agrees to purchase at a price of **Five Million Two Hundred Seventy-Six Thousand and 00/100 Dollars ($5,276,000.00)** ("**Purchase Price**"); on the terms set forth herein, the real property consisting of approximately 25.5 acres of net useable land legally described on EXHIBIT A hereto ("**Land**"), located at the Southeast end of Jack Court, in the Village of Bartlett, in the State of Illinois, with all improvements and fixtures located thereon, and all rights, privileges, licenses, claims, claimant's rights, easements, hereditaments and appurtenants thereunto, and all right, title and interest in and to any streets, alleys, passages and rights of way (all of the foregoing real estate, improvements and rights shall be collectively referred to as the "**Property**").

2. Agreement to Sell. The undersigned owner of record or duly authorized agent for the owner of record ("**Seller**") agrees to sell the Property at the price and on the terms set forth herein, and to convey or caused to be conveyed to Purchaser, or its nominee or assignee, by warranty deed, fee simple and marketable title to the Property free from any leases or tenant and subject only to the Permitted Exceptions as defined below. Prior to Closing, but no later than December 31, 2022 ("**Outside Closing Date**"), Seller shall complete or otherwise cause to be completed, the removal of the clay pile located at the Southern portion of the Property together with general grading of such affected area in such condition and as otherwise described in the Overall Mass Grading Plan Sheet C-3.0 prepared by V-3 dated 6/24/2021 (collectively, "**Clay Removal Obligations**"), all at Seller's sole cost and expense; provided, however, any so-called "fine tune grading" needed to complete the building pad and site pavement areas shall be Purchaser's obligation.

3. Payment of Purchase Price/Earnest Money. (a) Purchaser agrees to pay the entire Purchase Price, plus or minus prorations, at Closing (as defined herein) in cash or immediately available funds. Within three business days of Purchaser's receipt of fully executed Escrow Instructions (as defined herein) and wiring instructions, Purchaser shall deposit the sum of **$100,000.00** ("**Initial Earnest Money**") into a joint order escrow with Chicago Title Insurance Company (the "**Title Company**"). No later than three business days following the earlier of (i) Seller's receipt of the Approvals Notice (as defined below), and (ii) the expiration of the Approvals Period, Purchaser shall deposit the additional sum of **$100,000.00** ("**Additional Earnest Money**", together with the Initial Earnest Money and all interest earnest thereon, collectively, the "**Earnest Money**") in the joint order escrow. Purchaser may invest the Earnest Money if it deems appropriate. Purchaser and Seller shall jointly execute the standard form of joint order escrow instructions with the Title Company for the Earnest Money (the "**Escrow Instructions**").

(b) Seller and Purchaser acknowledge and agree that the Earnest Money shall be deemed non-refundable upon the expiration of the Due Diligence Period and the earlier of (i) Seller's receipt of the Approvals Notice, and (ii) the expiration of the Approvals Period (i.e. December 1, 2022) (except in the event of a Seller default hereunder or otherwise as provided in this Agreement). Notwithstanding anything contained herein to the contrary, the full amount of the Earnest Money shall be applied against the Purchase Price at Closing.

4. Closing. The **Closing Date** shall occur after Seller's completion of the Clay Removal Obligations on the first business day immediately following fourteen (14) days after Seller's receipt of written notice thereof from Purchaser, but no later than the Outside Closing Date (i.e. December 31, 2022), at the office location of the Title Company mutually agreed upon by the parties hereto. Seller shall deliver

possession of the Property to Purchaser at closing (the "**Closing**") subject only to the Permitted Exceptions. All keys, openers, security fobs, alarm codes and the like shall be delivered to Purchaser at Closing.

5. Due Diligence Period. (a) Purchaser's obligation to close the transaction contemplated hereby is contingent upon Purchaser's review and approval of the items identified on EXHIBIT B attached hereto (the "**Due Diligence Materials**") as well as Purchaser's inspection of the Property. Seller has heretofore delivered to Purchaser all of the Due Diligence Materials in its possession (or of which it has the ability to obtain possession without undue burden). Further, Seller agrees to provide Purchaser with any other pertinent information reasonably requested by Purchaser within three business days following a request from Purchaser provided however, in the event any specific due diligence item is unavailable within said three day period the due diligence period shall remain open as to that specific item only until delivery occurs. In the event that the item is unavailable after commercially reasonable attempts to obtain the item by the Seller, then Purchaser shall be permitted to terminate this Agreement, without obligation by either party.

(b) Purchaser shall have the right to review the Due Diligence Materials aud inspect the Property by itself or with its agents, employees, contractors, architects, and engineers (including Geotech/soil borings, engineering studies and Phase I and Phase II examinations of the Property). If, for any reason or no reason, Purchaser is dissatisfied with the Property or any matter set forth in the Due Diligence Materials or otherwise pertaining to the Property, then Purchaser shall have the right to terminate this Agreement by giving written notice to Seller no later than **45 days** after the Contract Date (not inclusive of the Contract Date) ("**Due Diligence Period**"). If Purchaser elects to terminate this Agreement pursuaut to this Section, all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder.

6. Approvals Period. Purchaser's obligation to close the transaction contemplated hereby is further contingent upon Purchaser obtaining all necessary governmental approvals (as determined by Purchaser in Purchaser's sole discretion), including, building permits, licenses, site plan approvals, variances, Class 6(b) tax abatement municipal approvals, special exceptions or any other governmental approvals from any relevant governmental authorities having jurisdiction over the Property, with respect to Purchaser's contemplated development of an approximately 400,000 square foot industrial building on the Property (collectively, "**Approvals**"). Purchaser shall commence and diligently work to obtain the Approvals by October 15, 2022, and Purchaser agrees to provide written notice to Seller promptly after obtaining all Approvals ("**Approvals Notice**"). Notwithstanding anything contained herein to the contrary, if, Purchaser is unable to obtain all Approvals after using commercially reasonable effort to do so by December 1, 2022 ("**Approvals Period**"), then Purchaser shall have the right to terminate this Agreement upon delivering written notice thereof to Seller prior to expiration of the Approvals Period. If Purchaser elects to terminate this Agreement pursuant to this Paragraph, all Earnest Money shall be returned to Purchaser and the parties shall be released of all of their obligations hereunder. Notwithstanding anything contained in this Agreement to the contrary, Purchaser shall have the right at any time to waive the Approvals Period and waive obtaining the Approvals as a condition of Closing, by providing written notice thereof to Seller ("**Waiver Notice**"), in which event, the Closing shall occur on the first business day immediately following fourteen (14) days after Seller's receipt of the Waiver Notice.

7. Title Review. Seller has heretofore delivered to Purchaser, at Seller's sole cost and expense, a commitment ("**Commitment**") for an owner's title insurance policy issued by the Title Company in the amount of the Purchase Price, covering fee simple and marketable title to the Property dated after the date of the Contract Date and together with legible copies of all of the documents aud plats of record (the "**Record Documents**") referenced in the Commitment (the Commitment and the Record Documents shall be collectively referred to herein as the "**Title Commitment**"). If, in Purchaser's sole discretion, the Title Commitment discloses matters which are unacceptable to Purchaser, then Purchaser shall notify Seller in

writing prior to the expiration of the Due Diligence Period, and Seller shall have the unacceptable matters cured in accordance with Purchaser's notice and have the unpermitted exceptions removed from the Commitment or have the Title Company commit to insure against loss or damage that may be occasioned by such exceptions on or before the Closing Date provided such affirmative coverage is available and acceptable to Purchaser and Purchaser's lender. If Seller is unable to do so prior to the Closing Date, Purchaser may terminate this Agreement, whereupon all Earnest Money shall be returned to Purchaser and this Agreement shall be null and void without further obligation by either party. Notwithstanding the foregoing, title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount shall be removed by Seller by the payment of money at the time of Closing. Those exceptions not objected to by Purchaser as unpermitted shall be collectively referred to herein as the "**Permitted Exceptions**".

8. Survey. (a) Seller has heretofore delivered the Survey (as defined below) to Purchaser. If, in Purchaser's reasonable discretion, the Survey discloses matters which are unacceptable to Purchaser, then Purchaser shall notify Seller in writing prior to the expiration of the Due Diligence Period, and Seller shall have the unacceptable matters removed from the Survey or have the Title Company commit to insure against loss or damage that may be occasioned by such matters on or before the Closing Date provided such affirmative coverage is acceptable to Purchaser and Purchaser's lender. If Seller is unable to do so prior to the Closing Date, Purchaser may terminate this Agreement. If Purchaser so terminates this Agreement, all Earnest Money shall be returned to Purchaser and this Agreement shall be null and void without further obligation by either party.

(b) The term "**Survey**" means a survey of the Property dated on or after the Contract Date prepared by a surveyor licensed by the State in which the Property is located and certified to the Purchaser, the Title Company and such other parties as Purchaser shall designate to be prepared in accordance with the Minimum Standard for ALTA/NSPS Land Title Surveys jointly established and adopted by ALTA and NSPS in 2021 and it shall specifically include Table A Items 1-4, 6, 7(a)-(c), 8-10, 11(a) and 14, 16, 17 AND 19. The surveyor shall certify that no portion of the Property constitutes wetlands under all applicable laws and regulations, that the Property is not located within a flood plain, that the Property has vehicular and pedestrian access to contiguous rights-of-way, and that there are no encroachments by the structures located on the Property onto adjacent properties or easements, nor are there any encroachments by structures over the Property. The Survey shall be prepared in accordance with and shall reference the Title Commitment and only the Permitted Exceptions. The surveyor shall deliver to Purchaser, paper copies of the Survey along with a ALTA CAD file.

9. Prorations. General taxes, utility bills and any other similar items shall be adjusted ratably as of the Closing Date. Real estate taxes which are not yet due or payable as of the Closing Date shall be prorated based on 100% of the most recent full year tax bill. Any prorations that are not ascertainable as of Closing because the invoice or bill is not available or not issued by Closing shall be reprorated when the actual bills become available and this reproration obligation shall survive Closing.

10. Transfer Taxes. The party charged by statute or ordinance shall pay the amount of any transfer or stamp tax imposed by any governmental authority on the transfer of the Property.

11. Closing Escrow. This sale shall be closed through a "New York style" escrow with the Title Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Agreement. The cost of the escrow shall be divided equally

between Seller and Purchaser. Any closing, title, recording or other charges relating to any mortgage loan that Purchaser may obtain shall be paid by Purchaser.

12. Seller's Closing Deliveries. At the Closing, Seller shall deliver the following to Purchaser in form and substance reasonably acceptable to Purchaser:

(a) A recordable warranty deed for the Property subject only to the Permitted Exceptions.
(b) A customary affidavit of title.
(c) A customary assignment and assumption of any service contracts which Purchaser elects to assume, and all guaranties, warranties, and public and private entitlements and approvals applicable to the Property, along with the originals of any such assigned documents. Seller shall take all steps necessary to have any guaranties, warranties, and public and private entitlements and approvals assigned to Purchaser including without limitation, the payment of any fee or conducting of any inspection.
(d) An ALTA Statement and Gap Undertaking in form reasonably required by the Title Company.
(e) An executed FIRPTA affidavit as required by Section 1445 of the Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder.
(f) Such documentation as shall evidence release of any right of any real estate broker or property manager retained by Seller to place a lien upon the Property or otherwise assert a claim against the Purchaser or the Property.
(g) A bulk sales tax release or tax clearance letter from the Illinois Department of Revenue and any other applicable governmental authority dated within forty five (45) days of Closing.
(h) Proof of payment of all water, sewer and other municipal charges.
(i) Proof of satisfactory completion of all pre-closing municipal inspections, disclosures and transfer forms.
(j) Real Estate Tax Reproration Agreement.
(k) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Purchaser or the Title Company to fully effect and consummate the transactions contemplated hereby.

13. Purchaser's Closing Deliveries. At the Closing, Purchaser shall deliver the following to Seller:

(a) The balance of the Purchase Price.
(b) An ALTA Statement and Gap Undertaking in form required by the Title Company.
(c) Such documentation as shall evidence release of any right of any real estate broker to assert a claim against the Seller or the Property.
(d) Real Estate Tax Reproration Agreement.
(e) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by seller or the Title Company Purchaser to fully effect and consummate the transactions contemplated hereby.

14. Joint Deliveries. Seller and Purchaser shall jointly deposit in the escrow or deliver to each other at Closing the following in a mutually acceptable form:

(a) An agreed proration and closing statement.
(b) Such documents reasonably necessary to ensure that all TIF incentives applicable to the Property and effective as of the Contract Date shall be retained by Seller.
(c) Such certificates, instruments and declarations complying with the provisions of state, county and local law applicable to the determination of transfer taxes.

15. Owner's Title Insurance Policy. At the Closing, Seller shall cause the Title Company to deliver to Purchaser an ALTA 2021 owner's title insurance policy conforming with the title insurance provisions of this Agreement along with all endorsements required by Purchaser (if available). Seller shall pay the premium for basic and extended coverage under such ALTA 2021 owner's title insurance policy and Purchaser shall pay for the cost of any endorsements required by Purchaser.

16. Notices. All notices herein required shall be in writing and shall be served on the parties at the addresses or e-mail addresses following their signatures. Notices served on a party's attorney, shall be deemed service upon the party and notices served from a party's attorney shall be deemed service by the party. Notice may be served by hand delivery, nationally recognized over-night service such as FedEx or e-mail all of which shall be deemed sufficient notice. Notices shall be deemed served (a) the next business day if served by nationally recognized over-night mail carrier; or (b) on the day sent if served by hand delivery or e-mail. All electronic signatures shall be deemed original signatures for all purposes, but each party may require the other to re-execute an original of any document signed electronically.

17. Inspection Rights. From the Contract Date through the Closing Date, Seller shall allow Purchaser reasonable access to the Property for the purpose of inspecting the Property and conducting any and all testing. Purchaser's inspection shall not disrupt the possession of any tenants of the Property. Purchaser agrees to indemnify and hold Seller harmless from any damage caused to the Property as a direct result of Purchaser's inspection or inspection by Purchaser's agents; provided, however, the indemnity shall not extend to protect Seller from any pre-existing liabilities for matters merely discovered by Purchaser.

18. Seller Representations. Seller hereby represents and warrants to Purchaser as follows (all of which shall be deemed to be remade at Closing): (a) Seller has not received any notices from any city, village or other governmental authority of zoning, building, fire, safety, code or other violations in respect to the Property and Seller has not deferred or avoided any inspections of any Property by any governmental authority; (b) there are no environmental defects with the Property; (c) Seller is not involved in any dispute or litigation with respect to the Property with any adjoining landowner, developer or other third party, nor has any such litigation been threatened; (d) Seller is the fee simple record owner of the Property and has been authorized (by all necessary action) to execute and perform this Agreement and Seller has not granted any options, rights of first refusal or rights of first offer with respect to the Property; (e) there are no leases or other rights of occupancy currently in effect for the Property; (f) there are no service contracts entered into by Seller, except those which are terminable upon 30 days notice to the vendor of the service; (g) the Due Diligence Materials delivered (or to be delivered) to Purchaser are true, correct, complete and accurate; (h) there are no existing, contemplated, threatened, or proposed special assessments or similar taxes, charges or assessments against the Property or any utility service moratoriums or other moratoriums affecting the Property other than Brewster Creek Business Park Association dues commencing with the turnover of the Brewster Creek Business Park Association to the Lot owners of the Brewster Creek Business Park which is expected to occur within twelve months of Closing; (i) no toxic or hazardous waste or hazardous substance or other pollutant or contaminant (or any other substance which is in violation of any state, federal or local law, regulation or ordinance) is contained within or located at or under the Property; (j) there are no underground or above ground storage tanks located on or under the Property; (k) no portion of the Property is located in an area that has been designated a wetlands or other environmental protection area; (l) no portion of the Property has been condemned or otherwise taken by any public authority, and Seller has no knowledge that any such condemnation or taking is threatened or contemplated; and (m) the Property is not in violation or breach of any of the covenants, conditions, restrictions or other agreements affecting the Property.

19. Operating Covenants. From the Contract Date through the Closing Date, Seller agrees that it will: (a) continue to operate the Property and pay for all expenses in a manner similar to its operation

prior to the Contract Date, including, but not limited to the providing of management, maintenance and services; (b) not enter into any leases or services contracts for the Property which will survive the Closing, or any contracts with any contractors performing any work comprising the Clay Removal Obligations, unless Purchaser approves of such in writing; (c) not amend or terminate or grant any service contract, easements, restrictions, agreements, options, rights of first refusal or rights of first offer, prior to the Closing Date, unless Purchaser approves of such in writing in Purchaser's sole discretion; (d) make all repairs that may be necessary, appropriate or required in order to remedy any violations of law, rule, regulation or code; (e) conclude to the satisfaction of every applicable governmental authority any hearings or other proceedings and pay any and all fines that have or may be assessed because of any actual or alleged violations of law, rule, regulation or code; and (f) diligently work to timely complete the Clay Removal Obligations.

20. Broker. No broker, agent or finder was used in the transaction contemplated by this Agreement. Seller and Purchaser each agrees to indemnify and hold the other harmless from the claims of any broker claiming a commission due by virtue of its representation of them. Purchaser hereby discloses that it (and/or one or more of its principals) is an Illinois licensed real estate broker.

21. Casualty. If prior to Closing hereunder there shall be any casualty affecting the Property, Seller shall so notify Purchaser and Purchaser may, in its sole discretion: (a) terminate this Agreement and the Earnest Money shall be returned to Purchaser without further obligation by either Party; or (b) proceed with this Agreement as provided hereunder and remain bound to all provisions of this Agreement. If Purchaser elects (b) above, all insurance awards or settlements shall, upon conveyance of the Property, be paid to Purchaser and become the property of Purchaser, all of Seller's right, title and interest to any unpaid awards or proceeds shall be assigned by Seller to Purchaser at Closing, and Seller shall credit against the Purchase Price the amount of any loss not covered by insurance by reason of deductible or other self-insured retention; provided such policies have adequate coverage to restore the Property to its condition prior to the casualty and such carriers consent in writing to the foregoing assignment of the Seller's rights under the policies prior to the Closing Date.

22. Condemnation. If prior to Closing hereunder there shall be any condemnation proceeding or eminent domain proceeding against any portion of the Property, or, in the event any notice of such is received by Seller, Seller shall so notify Purchaser and Purchaser may, in its sole discretion: (a) terminate this Agreement and the Earnest Money shall be returned to Purchaser without further obligation by either Party; or (b) proceed with this Agreement as provided hereunder and remain bound to all provisions of this Agreement. If Purchaser elects (b) above, all awards or settlements under such proceeding shall, upon conveyance of the Property, be paid to Purchaser and become the property of Purchaser and all of Seller's right, title and interest to any unpaid awards or settlements shall be assigned to Purchaser by Seller at Closing.

23. Default. Upon a default by Purchaser (provided Seller is not then in default under this Agreement), the Seller shall retain the Earnest Money as liquidated damages and as its sole and exclusive remedy. Notwithstanding anything contained herein to the contrary, Purchaser shall not be in default hereunder until (a) Seller shall have provided Purchaser with written notice of such alleged default and (b) Purchaser shall not have cured said alleged default on or before the 10th day following its receipt of Seller's notice. Upon a default by Seller on or before the Closing Date, the Purchaser may (y) obtain a refund of the Earnest Money (plus Seller shall reimburse Purchaser for the actual out of pocket costs incurred by Purchaser in the transaction, up to $150,000.00, plus attorney's fees) and terminate this Agreement or (z) bring an action against Seller for specific performance under this Agreement and for recovery of attorney's fees.

24. Miscellaneous. This Agreement shall be governed and controlled by the laws of the State

of Illinois in all respects. This Agreement will be binding upon the parties' successors and assigns. No modification or waiver of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification or waiver is sought. This Agreement represents the entire agreement by the parties. In the event a deadline or date of performance under this Agreement falls on a Saturday, Sunday or holiday, then such date shall be extended to the next business day. This Agreement may be signed in counterparts; signatures transmitted electronically shall be considered binding. The headings used herein are for convenience only and shall not affect the interpretation of the substantive provisions of this Agreement. The fact that one party or the other shall have prepared this Agreement shall be disregarded in the construction of its terms. In the event of any dispute or litigation arising out of this Agreement the venue shall be the 18th Judicial Court of the State of Illinois. The prevailing party (as determined by the court having jurisdiction) shall be entitled to recover its fees and costs (including attorneys' fees and costs) from the non-prevailing party. All representations and warranties of Seller contained herein shall survive the Closing and the delivery of the deed to Purchaser for a period of one (1) year thereafter, and Purchaser shall be entitled to any and all remedies at law or in equity in connection with any breaches of such representations or warranties by Seller. Time is of the essence of this Agreement, and all provisions herein relating thereto shall be strictly construed.

25. Tax Deferred Exchange. Either party may assign its rights (but not its obligations) under this Agreement to a qualified Internal Revenue Code Section 1031 intermediary (and the non-assigning party agrees to acknowledge such assignment in writing), provided there shall be no cost or liability to the other party.

26. Assignment. Either party may assign this Agreement without the consent of the other to an affiliated entity controlled or partially owned by said party, provided the assigning party delivers notice to the other of such an assignment, which notice shall include the identity of said party's assignee or designee. Notwithstanding anything in the foregoing to the contrary, Seller may not assign this Agreement until the completion of the Clay Removal Obligations. No such assignment, shall release the assigning party from any liability and any obligations under this Agreement.

28. Exclusivity. At all time from the Contract Date through the Closing or earlier termination of this Agreement, Seller shall not directly or indirectly offer the Property for sale, solicit offers for sale or negotiate for the sale or disposition of the Property with any other party than Purchaser.

29. Contract Date. The date on which the last party executes this Agreement shall hereinafter be referred to as the "**Contract Date**".

30. Concrete Supply Option. Subject to the provisions hereinafter set forth, Purchaser hereby grants to Seller, an option to supply all poured concrete for the contemplated industrial building development to be constructed at the Property by Purchaser; provided, however, (i) the price for all of the foregoing poured concrete must be the amount of the lowest cost bid received by Purchaser through a competitive bid process for substantially similar materials, and (ii) the guaranteed service timing for delivery of all such poured concrete must be the same or earlier than the timing provided in such lowest cost bid.

31. Force Majeure. Seller to perform the Clay Removal Obligations, except to the extent such failure arises as a result of Force Majeure. For the purposes herein, "**Force Majeure**" shall include, but not be limited to, delays caused by shortage of materials, strikes, labor disputes, weather, fault of Purchaser, local, state or federal government regulations, rules, and orders relating to pandemics, and all other acts of God or the gross negligence or willful misconduct of Purchaser.

32. JV Option. (a) Subject to the terms, conditions and provisions hereinafter set forth,

Purchaser hereby grants to Seller, an option to purchase ("**JV Option**") an equity interest and contribute equity capital up to a total of 25% of the total equity needed to complete all aspects of Purchaser's contemplated construction and development of an industrial building at the Property ("**Development**"), including, without limitation, all costs of acquisition, design, due diligence, approvals and construction (as determined by Purchaser, in its sole and absolute discretion) (all such amounts being referred to herein collectively as the "**Equity Amount**"), in an entity created by Purchaser ("**Developer Entity**") for the purpose of completing the Development. The JV Option shall be effective as of the Effective Date and shall continue in effect until the date that is seven (7) business days following Seller's receipt of the JV Option Notice (as defined below) ("**Option Period**").

(b) Purchaser shall provide to Seller no later than thirty (30) days prior to Closing, a general overview of the investment, including, the material terms and conditions thereof ("**JV Option Notice**"). Thereafter, Seller agrees to evaluate and complete any due diligence with respect to the contemplated investment, including, making any inquiries with Purchaser. No later than seven (7) business days following Seller's receipt of the JV Option Notice, Seller shall provide written notice to Purchaser ("**Seller's Option Notice**"), which notice shall include the following: (i) an election to either exercise the JV Option or waive the JV Option; and (ii) if Seller shall elect to exercise the JV Option, then Seller shall also specify the amount of Seller's desired equity contribution in the Developer Entity up to a total amount not to exceed 25% of the Equity Amount (but not less than $250,000).

(c) If Seller shall elect to exercise the JV Option, then within a commercially reasonable period of time following Purchaser's receipt of Seller's Option Notice, Purchaser shall prepare and deliver an operating agreement for the Developer Entity to Seller for signature. Such operating agreement shall be in a form substantially similar to operating agreements used in prior investment transactions between Purchaser and/or Purchaser's affiliates and Seller and/or Seller's affiliates; provided, however, Seller's ownership percentage and profit percentage will be pari-passu with other members of the Developer Entity.

(d) If, Seller (i) waives the JV Option as part of Seller's Option Notice or otherwise, or (ii) fails to timely provide the Seller's Option Notice to Purchaser, then, the JV Option shall be deemed forever terminated without any force and effect.

[Signatures Begin on the Next Page]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the undersigned as of the dates written below.

PURCHASER:

MIDWEST INDUSTRIAL FUNDS, INC.

By: _____
Justin P. Fierz, President

Address:
1211 22nd Street, Suite 410
Oak Brook, Illinois 60523
Phone: 630-230-6352
E-mai: jfierz@midwestindustrialfunds.com

Date of Execution: July __, 2022

PURCHASER'S ATTORNEY:

Brian J. Pleviak
Ginsberg Jacobs LLC
300 South Wacker Drive, Suite 2750
Chicago, Illinois 60606
Phone: (312) 213.0500
E: bpleviak@ginsbergjacobs.com

SELLER:

ELMHURST CHICAGO STONE HOLDINGS CO., or its Assignee

By:: _____
Jeff Brown, President

Address:
400 W. First St.
Elmhurst, IL 60126
Phone: 630-832-4000
Email: JBrown@ecstone.com

Date of Execution: July 20, 2022

SELLER'S ATTORNEY:

Byron L. Faermark
Attorney at Law
1900 S. Highland Ave., Suite 100
Lombard, IL 60148
Phone: 630-873-8525
Email: Bfaermark@fmwlaw.biz

PURCHASER:

MIDWEST INDUSTRIAL FUNDS, INC.

By: _____
Justin P. Fierz, President

Address:
1211 22nd Street, Suite 410
Oak Brook, Illinois 60523
Phone: 630-230-6352
E-mai: jfierz@midwestindustrialfunds.com

Date of Execution: July 19th, 2022

PURCHASER'S ATTORNEY:

Brian J. Pleviak
Ginsberg Jacobs LLC
300 South Wacker Drive, Suite 2750
Chicago, Illinois 60606
Phone: (312) 213.0500
E: bpleviak@ginsbergjacobs.com

SELLER:

ELMHURST CHICAGO STONE HOLDINGS CO., or its Assignee

By:: _____
Jeff Brown, President

Address:
400 W. First St.
Elmhurst, IL 60126
Phone: 630-832-4000
Email: JBrown@ecstone.com

Date of Execution: July __, 2022

SELLER'S ATTORNEY:

Byron L. Faermark
Attorney at Law
1900 S. Highland Ave., Suite 100
Lombard, IL 60148
Phone: 630-873-8525
Email: Bfaermark@fmwlaw.biz

EXHIBIT A

LEGAL DESCRIPTION

LOT 2C: THAT PART OF LOT 2 IN BARTLETT QUARRY ASSESSMENT PLAT, BEING A DIVISION OF THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOGETHER WITH THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 2019 AS DOCUMENT NUMBER 1916518084, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 2 AND THE NORTH RIGHT OF WAY LINE OF JACK COURT HERETOFORE DEDICATED PER DOCUMENT NUMBER 1917913200: THENCE NORTH 00 DEGREES 27 MINUTES 16 SECONDS WEST ALONG SAID WEST LINE 844.47 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 44 SECONDS EAST 400 FEET TO A BEND POINT IN THE EAST LINE OF SAID LOT 2: THENCE CONTINUING NORTH 89 DEGREES 32 MINUTES 44 SECONDS EAST ALONG A NORTH LINE OF SAID LOT 2, A DISTANCE OF 630.56 TO A BEND POINT IN SAID EAST LINE OF LOT 2; THENCE SOUTHERLY ALONG SAID EAST LINE THE FOLLOWING THREE COURSES; THENCE SOUTH 41 DEGREES 56 MINUTES 53 SECONDS EAST 359.51 FEET; THENCE SOUTH 01 DEGREE 49 MINUTES 17 SECONDS EAST 320.89 FEET; THENCE SOUTH 53 DEGREES 27 MINUTES 47 SECONDS EAST 370.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 36 MINUTES 36 SECONDS EAST ALONG A NORTH LINE OF SAID LOT 2, A DISTANCE OF 1000.00 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST CORNER OF SECTION 33; THENCE SOUTH 00 DEGREES 23 MINUTES 24 SECONDS EAST ALONG SAID WEST LINE AND EAST LINE OF SAID LOT 2, A DISTANCE OF 960.83 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88 DEGREES 08 MINUTES 54 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 1313.17 FEET TO THE EAST LINE OF LOT 1 IN SAID BARTLETT QUARRY ASSESSMENT PLAT; THENCE NORTH 00 DEGREES 27 MINUTES 29 SECONDS WEST ALONG SAID EAST LINE 896.10 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID JACK COURT; THENCE NORTH 89 DEGREES 33 MINUTES 34 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE 125.94 FEET TO A POINT OF CUSP; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE BEING A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 70.00 FEET A CHORD BEARING OF NORTH 61 DEGREES 52 MINUTES 53 SECONDS EAST, FOR AN ARC LENGTH OF 218.82 FEET; THENCE NORTH 62 DEGREES 19 MINUTES 48 SECONDS EAST 71.95 FEET TO THE BEGINNING, EXCEPTING THEREFROM THAT PORTION DEDICATED FOR MUNGER ROAD PER DOCUMENT NUMBER 0515434076 TRACT 5: THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 33, IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 33; THENCE SOUTH 00 DEGREES 26 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 60.02 FEET TO THE SOUTH LINE OF WEST BARTLETT ROAD; THENCE THE FOLLOWING THREE COURSES ALONG SAID SOUTH LINE; (1) THENCE NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST 862.04 FEET; (2) THENCE SOUTH 01 DEGREES 51 MINUTES 04 SECONDS EAST 10.00 FEET; (3) THENCE NORTH 88 DEGREES 17 MINUTES 16 SECONDS EAST 370.78 FEET TO THE WEST LINE OF MUNGER ROAD; THENCE THE FOLLOWING (3) COURSES ALONG SAID WEST LINE; (1) THENCE SOUTH 00 DEGREES 23 MINUTES 24 SECONDS EAST 797.56 FEET; (2) THENCE SOUTH 89 DEGREES 36 MINUTES 36

SECONDS WEST 20.00 FEET; (3) THENCE SOUTH 00 DEGREES 23 MINUTES 24 SECONDS EAST 833.28 FEET TO THE SOUTHERLY LINE OF A CONSERVATION EASEMENT PER DOCUMENT NUMBER 00488338 FOR A PLACE OF BEGINNING; THENCE NORTH 89 DEGREES 36 MINUTES 36 SECONDS EAST ALONG THE EASTERLY EXTENSION OF SAID SOUTHERLY LINE 120.00 FEET TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 23 MINUTES 24 SECONDS EAST ALONG SAID EAST LINE 960.83 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 08 MINUTES 54 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 33, A DISTANCE OF 1313.17 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 29 SECONDS WEST 896.10 FEET TO THE SOUTH RIGHT OF WAY LINE OF JACK COURT; THENCE NORTH 89 DEGREES 33 MINUTES 34 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE 125.94 FEET TO A POINT OF CUSP; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE BEING A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 70.00 FEET A CHORD BEARING OF NORTH 61 DEGREES 52 MINUTES 53 SECONDS EAST, FOR AN ARC LENGTH OF 218.82 FEET; THENCE NORTH 62 DEGREES 19 MINUTES 48 SECONDS EAST 71.95 FEET TO SAID SOUTHERLY LINE OF THE CONSERVATION EASEMENT; THENCE NORTH 89 DEGREES 36 MINUTES 36 SECONDS EAST ALONG SAID SOUTHERLY LINE 880.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PORTION DEDICATED FOR MUNGER ROAD PER DOCUMENT NUMBER 0515434076.

[END]

EXHIBIT B

DOCUMENT DELIVERIES TO BE MADE BY SELLER

(to the extent such documents are in Seller's possession or control or can be reasonably obtained by Seller)

1. Copies of all leases, licenses and other rights of use or occupancy and any private building and use restrictions or declarations of easements, covenants and restrictions affecting the Property.

2. Copies of guaranties, warranties and service contracts or other agreements relating to the maintenance or operation of the Property. Geo-Pier contract shall be delivered to the Purchaser upon finalization but shall not hold open or otherwise extend the due diligence period.

3. "To be built" or "as built" sets of plans for the Property locating all utilities, roads, buildings, structures, parking areas and other improvements located on the Property and any existing topographical or engineering drawings for the Property.

4. Copies of existing licenses, permits or other federal, state or local authorizations issued or required to be issued in connection with the Property.

5. Copies of any and all public or private utility easements, access agreements, special assessment arrangements, tap-in or connection fee agreements or procedures and any public financial assistance relating to the Property.

6. Any soil or boring reports, environmental studies, hydrological studies, engineering studies, percolation tests or data, septic permits, traffic studies, grading or erosion permits, or other permits issued by the Illinois Department of Energy and Natural Resources or other governmental authority in connection with the development of the Property.

7. Existing surveys and title reports of the Property.

Agenda Item Executive Summary

Item Name	A Resolution Waiving Bids And Approving Of The Purchase Of Mobile Video Recorders Manufactured By Axon Enterprise, Inc. Through The Sourcewell Governmental Purchasing Coop	Committee or Board	Board

BUDGET IMPACT			
Amount:	$274,340.00 ($54,868.00 per year for five years)	*Budgeted*	TBD
List what fund	Equitable Sharing Fund		

EXECUTIVE SUMMARY

The police department and IT staff request the Village Board to authorize the approval of the quote and statement of work with Axon Enterprise, Inc. for the purchase of mobile video recorders (MVRs) before the fiscal year 2023-2024 operating budget is finalized and approved. Axon Enterprise, Inc. was awarded a national cooperative contract through Sourcewell Contract 010720-AXN for Public Safety Video Surveillance. The Suburban Purchasing Cooperative (SPC) Governing Board also announced the adoption of all Sourcewell contracts to the Sourcewell/SPC Interlocal Agreement.

The police department's existing MVRs have reached the end of their useful service life. The existing MVR vendor can no longer provide replacement parts nor does it have any remaining inventory of the MVRs the police department currently uses.

Axon Enterprise, Inc. informed its customers to expect delayed delivery times of approximately twelve months for MVRs due to supply chain issues. To ensure the MVRs are ordered and delivered as soon as possible, the police department and IT department staff recommend approval of the purchasing agreement with Axon Enterprise, Inc. before the fiscal years 2023-24 budget is finalized and approved.

The police department created a working group consisting of police and IT staff to identify a vendor. Axon Enterprise, Inc. was selected since it could provide an integrated solution for the police department's MVRs, body worn camera systems, digital evidence processing, and Taser conducted energy weapons (CEWs). The police department will also be seeking approval to purchase body worn cameras and CEWs from Axon Enterprise, Inc. during the fiscal years 2023-24 budget process.

The MVRs, body worn cameras, and Taser CEWs from Axon Enterprise, Inc. will be funded through the use of equitable sharing funds.

ATTACHMENTS (PLEASE LIST)

Police Department Memorandum

Resolution

Axon Enterprise, Inc. Quote & Statement of Work

ACTION REQUESTED

☐ For Discussion Only

X Resolution

☐ Ordinance

X MOTION: I move to approve Resolution 2022 - _____, A Resolution Waiving Bids And Approving Of The Purchase Of Mobile Video Recorders Manufactured By Axon Enterprise, Inc. Through The Sourcewell Governmental Coop

Staff: Geoffrey Pretkelis, Deputy Chief of Police Date: October 24, 2022

POLICE DEPARTMENT MEMORANDUM
22-30

DATE: **October 24, 2022**

TO: **Paula Schumacher, Village Administrator**

FROM: **Geoffrey T. Pretkelis, Chief of Police**

RE: **Approval of the Quote and Statement of Work with Axon Enterprise, Inc. for the Purchase of Mobile Video Recorders**

The police department and IT staff request the Village Board to authorize the approval of the quote and statement of work with Axon Enterprise, Inc. for the purchase of mobile video recorders (MVRs) before the fiscal year 2023-2024 operating budget is finalized and approved. Approval ahead of the normal budget process is necessary based on a number of different factors.

First, the police department's existing MVRs have reached the end of their useful service life and are approaching a critical state. Due to chip constraints and changes to product lines, the police department's existing MVR vendor (SafeFleet) can no longer provide replacement parts nor does it have any remaining inventory of the MVRs the police department currently uses.

Second, Axon Enterprise, Inc. informed its customers to expect delayed delivery times of approximately twelve months for MVRs due to supply chain issues. Therefore, the earliest the police department would be able to implement a new MVR solution would be November of 2023. To ensure the MVRs are ordered and delivered as soon as possible, the police department and IT staff recommend approval of the purchasing agreement with Axon Enterprise, Inc. before the fiscal year 2023-2024 operating budget is finalized and approved.

BACKGROUND

The police department began researching alternatives to its MVRs and body worn camera systems after Governor J.B. Pritzker signed Public Act (P.A.) 101-0652, also known as the Safety, Accountability, Fairness and Equity – Today (SAFE-T) Act. It amended the Law Enforcement Officer-Worn Body Camera Act (50 ILCS 706/10) requiring all law enforcement agencies with municipalities with a population of less than 50,000 to implement the use of body worn cameras by January 1, 2025. The goal of the police department's research was to identify a vendor that could provide an integrated solution for its MVRs, body worn camera systems, digital evidence processing, and Taser conducted energy weapons.

The police department created a working group consisting of police and IT staff to create a list of required features and state law basic guideline requirements, and to identify market leaders and other area police departments that could provide product references based on their experiences with the different vendors. The working group participated in presentations and demonstrations from Motorola Solutions, Axon Enterprise, Inc., and Panasonic. The working group also created a survey and spoke with police departments who currently use each of the different solutions.

Based on the working group's research, it was determined that Axon Enterprise, Inc. offered the best solution to meet the needs of the police department. Axon Enterprise, Inc. is recognized as the industry leader in body worn camera systems. It has the largest market share relative to its competitors and it invests millions of dollars in research and development expenses.

The police department then conducted a six-week pilot program to test Axon Enterprise, Inc.'s body worn cameras to determine the ease of use, dependability, and capabilities of the cloud-based storage platform. Based on that pilot program, the working group concluded that Axon

Enterprise, Inc. should be selected as the police department's MVR and body worn camera vendor.

The Axon Enterprise, Inc. platform enables the police department to centralize storage of its video evidence from all MVR and body worn camera sources while providing officers with a single interface to manage these types of video evidence. The cloud-based storage platform, Evidence.com, also facilitates the sharing of video evidence with state's attorneys, defense attorneys, the county court systems, and FOIA through a simple online interface. It eliminates the need to purchase or produce DVDs for court, FOIA, or backup purposes.

Entering into a purchasing agreement with Axon Enterprise, Inc, also allows the police department to start adopting several of recommendations in the 2021-22 Strategic Technology Utilization Plan for the Village of Bartlett in regard to replacement of current MVRs, digital storage and redundancy, body worn cameras, and Taser conducted energy weapons.

Axon Enterprise, Inc. was awarded a national cooperative contract through Sourcewell Contract 010720-AXN for Public Safety Video Surveillance. Sourcewell is a self-sustaining government organization that provides cooperative purchasing services to more than 70,000 state and local government entities, public as well as tax exempt private K-12, higher education institutions and nonprofit organizations. The Suburban Purchasing Cooperative (SPC) Governing Board also announced the adoption of all Sourcewell contracts to the Sourcewell/SPC Interlocal Agreement.

Axon Enterprise, Inc. submitted a quotation for a five-year contract in which the total cost of implementation would be split over the duration of five years. The total cost for Axon Enterprise, Inc.'s MVRs is $274,340.00 ($54,868.00 per year for five years). It includes 25 Fleet 3 MVRs, 25 Cradlepoint routers, 50 door trigger hardware, warranty, and installation. It also includes Axon Enterprise, Inc.'s Technology Assurance Plan (TAP), which provides new MVRs without additional cost at year five of the agreement.

As stated earlier, the goal of the police department's research was to identify a vendor that could provide an integrated solution for its MVRs, body worn camera systems, digital evidence processing, and Taser conducted energy weapons. The police department will also be seeking approval to purchase body worn cameras and Taser conducted energy weapons from Axon Enterprise, Inc. during the fiscal year 2023-2024 operating budget process after we receive the updated pricing sometime in December of 2022 or January of 2023. The current lead time for body worn camera systems and Taser conducted energy weapons is four to six weeks.

The MVRs, body worn cameras, and Taser conducted energy weapons from Axon Enterprise, Inc. will be funded through the use of equitable sharing funds.

RESOLUTION:

I move to approve Resolution 2022 - _____, A Resolution Waiving Bids And Approving Of The Purchase Of Mobile Video Recorders Manufactured By Axon Enterprise, Inc. Through The Sourcewell Governmental Coop

RESOLUTION 2022 - _____

A RESOLUTION WAIVING BIDS AND APPROVING OF THE PURCHASE OF MOBILE VIDEO RECORDERS MANUFACTURED BY AXON ENTERPRISE, INC. THROUGH THE SOURCEWELL GOVERNMENTAL PURCHASING COOP

WHEREAS, Section 1-8A-5:E of the Bartlett Municipal Code, as amended, provides that all contracts and purchase orders for the purchase of equipment, materials, supplies and contracts for public improvements in excess of $30,000 shall be let to the lowest responsible bidder after advertising for bids (the "Public Bidding Requirement") unless waived by a vote of 2/3 of the trustees then holding office or otherwise exempt or excepted by law; and

WHEREAS, the Village of Bartlett (the "Village") is a governmental unit within the meaning of Section 1 of the Governmental Joint Purchasing Act (30 ILCS525/1); and

WHEREAS, Section 2 of the Governmental Joint Purchasing Act expressly authorizes governmental units to purchase personal property, supplies and services jointly with one or more other governmental units (30 ILSC 525/2); and

WHEREAS, Section 4.2 of the Governmental Joint Purchasing Act expressly authorizes any governmental unit to procure personal property, supplies and services under any contract let by the State of Illinois without violating any bidding requirement otherwise applicable to it (30 ILCS 525/4.2); and

WHEREAS, Section 2, of the Governmental Joint Purchasing Act expressly provides that the provisions of any other Acts under which a unit of government operates pertaining to purchasing procedures are superseded by the Governmental Joint Purchasing Act (30 ILCS 525/2); and

WHEREAS, the Axon MVR's and Peripherals (hereinafter defined) are not currently available for purchase through the Illinois Department of Central Management Services ("CMS"), and are therefore not available for joint purchasing through the State of Illinois; and

WHEREAS, Section 3 of the Governmental Joint Purchasing Act contemplates situations where the State of Illinois is not a party to a joint purchase agreement or a participant state, but goods and services are nevertheless procured through a competitive selection process; and

WHEREAS, Article VII, Section 10, of the 1970 Illinois Constitution and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) allow joint purchase activities beyond the scope of the Governmental Joint Purchasing Act; and

WHEREAS, Sourcewell (formerly NJPA), a State of Minnesota local government agency and services cooperative created under the laws of Minnesota, went through a competitive selection process for public safety video surveillance solutions and related equipment, software and accessories, including mobile video recorders ("MVR's), body cameras, and tasers manufactured by Axon Enterprise, Inc. (the "Axon Equipment") and entered into a certain purchasing agreement with Sourcewell (Contract 010720-AXN Public Safety Video Surveillance) for national aggregate pricing consortium resulting in significant discounts and immediate cost saving opportunities, including the Axon Equipment, available to more than 70,000 state and local governmental entities, public and tax exempt private education (K-12) and higher education institutions, public and not-for-private entities nationwide, including the Village of Bartlett; and

WHEREAS, Sourcewell solicited bids or proposals for, among other things, the Axon Equipment, including the Axon MVR's and Peripherals (hereinafter defined) at a cost below Axon's MSRP for the Axon MVR's and Peripherals; and

WHEREAS, the Bartlett Police Department researched and tested the products of various manufacturers of MVR's and body worn cameras (See Police Department Memorandum 22-30 dated October 24, 2022 incorporated herein by reference) and determined that the Axon Equipment is the preferred manufacturer of the MVR's and body cameras; and

WHEREAS, the sole source of the preferred MVR's that will synchronize with body cameras also manufactured by Axon and interactive software and the software utilized by the Bartlett Police Department, is Axon Enterprises, Inc.; and

WHEREAS, the purchase of the of the Axon MVR's and Peripherals (hereinafter defined) is exempt from the Public Bidding Requirements for the reasons stated in the above Recitals, and in addition thereto Section 1-8A-5E of the Bartlett Municipal Code provides that bidding requirements may be waived by a vote of two-thirds of all of the Trustees then holding office;

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

SECTION ONE: The Board of Trustees hereby technically waives competitive bidding and advertising for bids in connection with the purchase of the 25 Fleet 3 MVR's, 25 cradlepoint routers, 50 door trigger hardware, warranty, installation and Axon's Technology Assurance Plan ("TAP") for $274,340.00 ($54,868.00 per year for five years) and hereby approves of the purchase thereof from Axon Enterprise, Inc. (utilizing Sourcewell Contract 0010720-AXN for Public Safety Video Surveillance) which has resulted in significant savings to the Village and its residents, and the said Board does hereby approve of the purchase of the Axon MVR's and Peripherals at a total purchase price over five years of $274,340.00 utilizing the Sourcewell buying consortium;

SECTION TWO: The Village Administrator is hereby authorized to sign the Axon Enterprise, Inc. quote or purchase order to purchase the AXON MVR's and Peripherals at the price approved in Section One of this Resolution, and to execute such other documents necessary to complete the purchase of the Axon MVR's and Peripherals.

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

SECTION 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:
APPROVED:

_____
Kevin Wallace, Village President

ATTEST:

_____
Lorna Giless, Village Clerk

CERTIFICATION

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

_____
Lorna Giless, Village Clerk

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-411823-44852.678JS

Issued: 10/18/2022

Quote Expiration: 12/15/2022

Estimated Contract Start Date: 10/01/2023

Account Number: 132965
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-228 S Main St 228 S Main St Bartlett, IL 60103-4421 USA	Bartlett Police Dept. - IL 228 S Main St Bartlett, IL 60103-4421 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jake Sheedy Phone: Email: jsheedy@axon.com Fax:	Geoff Pretkelis Phone: 630-7427459 Email: gpretkelis@bartlettil.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$274,340.00
ESTIMATED TOTAL W/ TAX	$274,340.00

Discount Summary

Average Savings Per Year	$13,961.00
TOTAL SAVINGS	$69,805.00

Payment Summary

Date	Subtotal	Tax	Total
Sep 2023	$54,868.00	$0.00	$54,868.00
Sep 2024	$54,868.00	$0.00	$54,868.00
Sep 2025	$54,868.00	$0.00	$54,868.00
Sep 2026	$54,868.00	$0.00	$54,868.00
Sep 2027	$54,868.00	$0.00	$54,868.00
Total	**$274,340.00**	**$0.00**	**$274,340.00**

Quote Unbundled Price:	**$344,145.00**
Quote List Price:	**$338,130.00**
Quote Subtotal:	**$274,340.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAP	Fleet 3 Basic + TAP	25	60	$173.01	$169.00	$148.59	$222,885.00	$0.00	$222,885.00
A la Carte Hardware									
71210	FLEET DOOR TRIGGER HARDWARE, US	50			$18.60	$18.60	$930.00	$0.00	$930.00
100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	25			$2,999.00	$1,672.00	$41,800.00	$0.00	$41,800.00
100145	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	25			$349.00	$349.00	$8,725.00	$0.00	$8,725.00
Total							**$274,340.00**	**$0.00**	**$274,340.00**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	25	09/01/2023
Fleet 3 Basic + TAP	72034	FLEET SIM INSERTION, VZW	25	09/01/2023
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	25	09/01/2023
A la Carte	100145	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	25	09/01/2023
A la Carte	100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	25	09/01/2023
A la Carte	71210	FLEET DOOR TRIGGER HARDWARE, US	50	09/01/2023
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	25	09/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	25	10/01/2023	09/30/2028
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	50	10/01/2023	09/30/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	25

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	25	10/01/2023	09/30/2028
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	25	09/01/2024	09/30/2028

Payment Details

Sep 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100145	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	25	$1,745.00	$0.00	$1,745.00
Year 1	100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	25	$8,360.00	$0.00	$8,360.00
Year 1	71210	FLEET DOOR TRIGGER HARDWARE, US	50	$186.00	$0.00	$186.00
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	25	$44,577.00	$0.00	$44,577.00
Total				**$54,868.00**	**$0.00**	**$54,868.00**

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100145	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	25	$1,745.00	$0.00	$1,745.00
Year 2	100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	25	$8,360.00	$0.00	$8,360.00
Year 2	71210	FLEET DOOR TRIGGER HARDWARE, US	50	$186.00	$0.00	$186.00
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	25	$44,577.00	$0.00	$44,577.00
Total				**$54,868.00**	**$0.00**	**$54,868.00**

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100145	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	25	$1,745.00	$0.00	$1,745.00
Year 3	100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	25	$8,360.00	$0.00	$8,360.00
Year 3	71210	FLEET DOOR TRIGGER HARDWARE, US	50	$186.00	$0.00	$186.00
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	25	$44,577.00	$0.00	$44,577.00
Total				**$54,868.00**	**$0.00**	**$54,868.00**

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100145	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	25	$1,745.00	$0.00	$1,745.00
Year 4	100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	25	$8,360.00	$0.00	$8,360.00
Year 4	71210	FLEET DOOR TRIGGER HARDWARE, US	50	$186.00	$0.00	$186.00
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	25	$44,577.00	$0.00	$44,577.00
Total				**$54,868.00**	**$0.00**	**$54,868.00**

Sep 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100145	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	25	$1,745.00	$0.00	$1,745.00
Year 5	100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	25	$8,360.00	$0.00	$8,360.00
Year 5	71210	FLEET DOOR TRIGGER HARDWARE, US	50	$186.00	$0.00	$186.00
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	25	$44,577.00	$0.00	$44,577.00
Total				**$54,868.00**	**$0.00**	**$54,868.00**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/18/2022

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Bartlett Police Dept. - IL the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGNECY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

Agenda Item Executive Summary

Item Name	Authorization to Purchase Two 2023 Ford Interceptor Utility Police Vehicles	Committee or Board	Board

BUDGET IMPACT			
Amount:	$81,716.00	*Budgeted*	$72,000.00
List what fund	Vehicle Replacement Fund		

EXECUTIVE SUMMARY

The police department is requesting authorization to purchase (2) two 2023 Ford Utility Police Interceptor Vehicles through the Suburban Purchasing Cooperative Contract #204 to Currie Motors Fleet in Frankfort, Illinois. The FY 2022/2023 budget provided $72,000 for the purchase of (2) two 2022 Ford Interceptor Utility Police Vehicles. In May of 2022, Currie Motors Fleet unexpectedly indicated Ford was no longer building or selling 2022 Ford Interceptor Utility Police Vehicles. The police department recently learned Currie Motors Fleet was accepting orders for the 2023 Ford Interceptor Utility Police Vehicles. The total price for these (2) two vehicles, including delivery is $81,716.00, which is an increase of $9,716.00 from what the police department originally budgeted. The increased cost is due to rising material costs and higher delivery fees.

These vehicles would be purchased as part of the police department's normal vehicle rotation as budgeted in the Vehicle Replacement Fund. The vehicles are expected to be delivered in 7-10 months from the time the order is placed with Currie Motors Fleet.

ATTACHMENTS (PLEASE LIST)

- Police Department Memorandum, Currie Motors Vehicle Proposal

ACTION REQUESTED

- ❑ For Discussion Only
- ❑ Resolution
- ❑ Ordinance
- X Motion

MOTION: I move to purchase two (2) 2023 Ford Utility Interceptor Vehicles through the Suburban Purchasing Cooperative Contract #204 in the amount of $81,716.00 from Currie Motors Fleet in Frankfort, Illinois.

Staff:	Geoffrey T. Pretkelis, Chief of Police	Date: 10/24/2022
	William Naydenoff, Deputy Chief	

POLICE DEPARTMENT MEMORANDUM
22-31

DATE: **October 24, 2022**

TO: **Paula Schumacher, Village Administrator**

FROM: **Geoff Pretkelis, Chief of Police**

RE: **FY 2022/2023 – Purchase of (2) Two 2023 Ford Interceptor Utility Police Vehicles**

The Suburban Purchasing Cooperative, a joint purchasing program sponsored by the Northwest Municipal Conference (NWMC), DuPage Mayors & Managers Conference (DMMC), South Suburban Mayors and Managers Association (SSMMA), and Will County Governmental League (WCGL) that represents 144 municipalities and townships in northeastern Illinois, awarded Contract #204 to Currie Motors Fleet in Frankfort, Illinois for the 2023 Ford Interceptor Utility Police Interceptor Vehicle.

The FY 2022/2023 budget provided $72,000 for the purchase of (2) two 2022 Ford Interceptor Utility Police Vehicles. In May of 2022, Currie Motors Fleet unexpectedly indicated Ford was no longer building or selling 2022 Ford Interceptor Utility Police Vehicles. The police department recently learned Currie Motors Fleet was accepting orders for the 2023 Ford Interceptor Utility Police Vehicles. The total price for these (2) two vehicles, including delivery is $81,716.00, which is an increase of $9,716.00 from what the police department originally budgeted. The increased cost is due to rising material costs and higher delivery fees.

These vehicles would be purchased as part of the police department's normal vehicle rotation as budgeted in the Vehicle Replacement Fund. The vehicles are expected to be delivered in 7-10 months from the time the order is placed with Currie Motors Fleet.

MOTION: I move to purchase (2) two 2023 Ford Utility Interceptor Vehicles through the Suburban Purchasing Cooperative Contract #204 in the amount of $81,716.00 from Currie Motors Fleet in Frankfort, Illinois.

Prepared for: , Village of Bartlett

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

Client Proposal

Prepared by:

THOMAS SULLIVAN

Office: 815-464-9200

Quote ID: bartlett

Date: 10/19/2022

Currie Commercial Center | 10125 W. Laraway, Frankfort, Illinois, 60423

Prepared for:
Village of Bartlett
Prepared by: THOMAS SULLIVAN
10/19/2022

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320 | Quote ID: bartlett

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	$47,165.00
Packages		
500A	Order Code 500A *Includes:* *- 3.73 Axle Ratio* *- GVWR: 6,840 lbs (3,103 kgs)* *- Tires: 255/60R18 AS BSW* *- Wheels: 18" x 8" 5-Spoke Painted Black Steel* *Includes polished stainless steel hub cover and center caps.* *- Unique HD Cloth Front Bucket Seats w/Vinyl Rear* *Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.* *- Radio: AM/FM/MP3 Capable* *Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.*	N/C
Powertrain		
99B	Engine: 3.3L V6 Direct-Injection (FFV) *(136-MPH top speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.*	-$2,830.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
Wheels & Tires		
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel *Includes polished stainless steel hub cover and center caps.*	Included
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320 | Quote ID: bartlett

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.	

Other Options

PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable *Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.*	Included
66C	Rear Lighting Solution Recommend using ultimate wiring package (67U). *Includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open). LED lights only. Wiring and controller not included.*	$455.00
67V	Front & Rear Police Wire Harness Connector Kit *For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector.*	$185.00
43D	Dark Car Feature *Courtesy lamps disabled when any door is opened.*	$25.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	$50.00
51R	Driver Only LED Spot Lamp (Unity)	$395.00
18D	Global Lock/Unlock Feature *Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with remote keyless entry.*	N/C
59E	Keyed Alike - 1435x	$50.00
55B	BLIS Blind Spot Monitoring w/Cross Traffic Alert *Includes:* *- Manual Fold-Away Mirrors w/Heat Without memory and without puddle lamps.*	$545.00
68B	Police Perimeter Alert	$675.00

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2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320 | Quote ID: bartlett

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Now enables rearview camera image display in the rear view mirror option (87R) when Rear Camera on Demand (19V) is ordered.	
	Detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking.	
76R	Reverse Sensing System	$275.00
Emissions		
425	50 State Emission System	STD
	Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	
Exterior Color		
UM_01	Agate Black	N/C
Interior Color		
96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C

SUBTOTAL	$46,990.00
Destination Charge	$1,495.00
TOTAL	$48,485.00

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2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320 | Quote ID: bartlett

Warranty

Standard Warranty

Basic Warranty	
Basic warranty	36 months/36,000 miles
Powertrain Warranty	
Powertrain warranty	60 months/100,000 miles
Corrosion Perforation	
Corrosion perforation warranty	60 months/unlimited
Roadside Assistance Warranty	
Roadside warranty	60 months/60,000 miles
Hybrid/Electric Components Warranty	
Hybrid/electric components warranty	96 months/100,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See

Prepared for:
Village of Bartlett
Prepared by: THOMAS SULLIVAN
10/19/2022

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320 | Quote ID: bartlett

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$47,165.00
Options	-$175.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,495.00
Subtotal	$48,485.00
Discount Adjustments	
Discount Adjustments	-$7,627.00
Total	$40,858.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See

Prepared for:
Village of Bartlett
Prepared by: THOMAS SULLIVAN
10/19/2022

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320 | Quote ID: bartlett

Pricing Summary - Multiple Vehicles

	MSRP
Vehicle Pricing	
Base Vehicle Price	$94,330.00
Options	-$350.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$2,990.00
Subtotal	$96,970.00
Discount Adjustments	
Discount Adjustments	-$15,254.00
Total	$81,716.00

Customer Signature

Acceptance Date

Production for 2023 is subject to Plant constraints and limited availability
Subject to Cancellation. Pricing subject to change

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See

Agenda Item Executive Summary

Item Name	Design Services Agreement for the Munger Rd. Culvert Replacement Project	Committee or Board	Board

BUDGET IMPACT			
Amount:	$72,235	*Budgeted*	Not Budgeted
List what fund	General Fund - Street Division		

EXECUTIVE SUMMARY

This summer we noticed the pavement depressed at a culvert crossing on Munger Rd. Upon further inspection we discovered that the corrugated metal pipe (CMP) has eroded to the point that the gravel surrounding the pipe has started to enter the pipe openings causing the pavement above to settle. We had Darren Olson from Christopher B. Burke Engineering, Ltd. (CBBEL) inspect the culvert pipe since he is familiar with the drainage area from his work with the Beaver Pond project. Darren agreed that we need to replace the culvert before it collapses. Attached please find a proposal for a design services contract from CBBEL for the Munger Road Culvert Replacement Project. Darren Olson and CBBEL completed the Beaver Pond bypass project that included the large stormwater facility west of Home Depot. He is very familiar with the drainage area contributing to the culvert through the forest preserve and performed well with village staff. Based upon staff selection and previous project experience, I recommend that the Munger Rd. culvert replacement project be awarded to Christopher B. Burke Engineering, Ltd. in the amount of $72.235.00.

We discussed expediting the project to a design/build project however, Darren said the biggest issue/delay will be stormwater & wetland permitting but we will try to expedite as much as possible.

ATTACHMENTS (PLEASE LIST)

Memo, CBBEL Proposal, Resolution

ACTION REQUESTED

- ☐ For Discussion Only
- ☒ Resolution
- ☐ Ordinance
- ☒ Motion:

MOTION: **I MOVE TO APPROVE RESOLUTION #2022-____-R, A RESOLUTION APPROVING OF AN ENGINEERING SERVICES AGREEMENT BETWEEN CHRISTOPHER B. BURKE ENGINEERING AND THE VILLAGE OF BARTLETT**

Staff:	Dan Dinges, Director of Public Works	Date:	10/20/22

PUBLIC WORKS

Memo

To:	Paula Schumacher, Village Administrator
From:	Dan Dinges, Director of Public Works
Subject:	**Munger Rd. Culvert Replacement Project**
Date:	October 20, 2022

This summer we noticed the pavement depressed at a culvert crossing on Munger Rd. Upon further inspection we discovered that the corrugated metal pipe (CMP) has eroded to the point that the gravel surrounding the pipe has started to enter the pipe openings causing the pavement above to settle. We had Darren Olson from Christopher B. Burke Engineering, Ltd. (CBBEL) inspect the culvert pipe since he is familiar with the drainage area from his work with the Beaver Pond project. Darren agreed that we need to replace the culvert before it collapses. Attached please find a proposal for a design services contract from CBBEL for the Munger Road Culvert Replacement Project. Darren Olson and CBBEL completed the Beaver Pond bypass project that included the large stormwater facility west of Home Depot. He is very familiar with the drainage area contributing to the culvert through the forest preserve and performed well with village staff. Based upon staff selection and previous project experience, I recommend that the Munger Rd. culvert replacement project be awarded to Christopher B. Burke Engineering, Ltd. in the amount of $72.235.00.

We discussed expediting the project to a design/build project however, Darren said the biggest issue/delay will be stormwater & wetland permitting but we will try to expedite as much as possible.

MOTION

I MOVE TO APPROVE RESOLUTION #2022-____-R, A RESOLUTION APPROVING OF AN ENGINEERING SERVICES AGREEMENT BETWEEN CHRISTOPHER B. BURKE ENGINEERING AND THE VILLAGE OF BARTLETT

DJD/attachments

RESOLUTION 2022 - _____

A RESOLUTION APPROVING OF AN ENGINEERING SERVICES AGREEMENT BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF BARTLETT

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

SECTION ONE: The Christopher B. Burke, Ltd. ("CBBEL") Proposal for Professional Engineering Services –Munger Road Culvert Replacement dated September 8, 2022 (the "Proposal"), the CBBEL Standard Charges for Professional Services January 2022 (the "Fee Schedule"), the CBBEL General Terms and Conditions (collectively, the "CBBEL Proposal"), which together with the CBBEL Proposal constitutes the "Agreement", between Christopher B. Burke Engineering, Ltd. and the Village of Bartlett, a copy of which is attached hereto and is expressly incorporated herein, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: November 1, 2022

APPROVED: November 1, 2022

_____
Kevin Wallace, Village President

ATTEST:

_____
Lorna Giless, Village Clerk

CERTIFICATION

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

_____
Lorna Giless, Village Clerk

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

September 8, 2022

Village of Bartlett
Public Works Department
1150 Bittersweet Drive
Bartlett, Illinois 60103

Attention: Dan Dinges, PE

Subject: Proposal to Perform Professional Engineering Services
Munger Road Culvert Replacement
Village of Bartlett, DuPage County, IL

Dear Mr. Dinges:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal to provide professional engineering services related to the design and permitting of the Munger Road Culvert Replacement Project within the Village of Bartlett (Village) in DuPage County (County), IL. Included in this proposal are the Understanding of the Assignment, Scope of Services, and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

It is our understanding, per our phone conversation and site visit, that the Brewster Creek Corrugated Metal Pipe (CMP) culvert crossing of Munger Road is failing and the road is settling. According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), the culvert is located within the Zone AE floodplain of Brewster Creek with mapped regulatory floodway. There are also likely Waters of the U.S. and wetlands present at the site. The Village is a partial waiver community with respect to the DuPage County Stormwater and Floodplain Ordinance (Ordinance) and this project will require certification from the County on compliance with the Special Management Areas provision of the Ordinance. The project will require extensive permitting that will involve agencies such as DuPage County, Illinois Department of Natural Resource – Office of Water Resources (IDNR-OWR), the U.S. Army Corps of Engineers (USACE), Kane DuPage Soil and Water Conservation District (KDSWCD), and the Forest Preserve District of DuPage County (FPDDC).

As part of the preliminary engineering, CBBEL will complete a topographic survey of the site with utility coordination, which will be used as the basis for our engineering and design drawings. The survey will also establish the roadway Right-of-Way (ROW) limits. We will also complete a wetland delineation for the project corridor and obtain a boundary verification from DuPage County staff. We will complete the necessary hydraulic analyses to size a new culvert that will either be a reinforced concrete pipe or box culvert. Given the limited cover on the existing culvert, it is anticipated that a box culvert or

multiple concrete pipes may be required. A box culvert, buried 1 foot below the channel bottom, will be the preferred replacement culvert by the regulatory agencies.

The roadway is located below the floodplain of Brewster Creek. The floodplain elevation is controlled by the downstream railroad culvert crossing, and it is our understanding that the roadway profile will not be revised as part of this project. We will utilize our completed hydrologic and hydraulic modeling for the Beaver Pond study as a starting point for the current scope analysis. Upon completion of the preliminary engineering tasks, CBBEL will develop a preliminary plan and profile drawing for the new culvert and meet with the Village staff to finalize the size and alignment. If requested, we will also meet with the FPDDC staff to discuss the project and culvert replacement.

Upon concurrence with the preliminary engineering and culvert sizing, CBBEL will complete the final engineering design drawings, specifications, bid documents and permit submittals. Included in the design drawings will be the soil erosion and sediment control (SE/SC) plan, restoration and planting plan, dewatering plan, detour or maintenance of traffic plan, and details for the culvert and end sections. The engineering design drawing will be a key component of the permit submittals. It is anticipated that the permit submittals will be required to the County, IDNR-OWR, USACE and KDSWCD. Additionally, coordination may be required with the FPDDC as their property is immediately adjacent to the roadway ROW. If encroachment on their property is necessary for the culvert replacement, permitting and a right of entry agreement may be required. It is anticipated that permitting could take 6-9 months for this project given the floodplain, floodway and wetlands present at the site. It should also be noted that permit fees may be required, which are not included in this proposal.

Upon completion of the design drawings and once permits are secured, CBBEL will prepare the bid documents and assist the Village in bidding the project. We will tabulate the bids received and make a recommendation of award for the project. Construction engineering services are not included as part of the Scope of Services, and a separate Scope of Services can be provided for that if requested.

SCOPE OF SERVICES

Task 1 - Topographic Survey: As part of this task, CBBEL will perform 1) Full Topographic Survey Munger Road (100'LF North & South of Ditch Culvert), 2) Ditch Cross Sections (50 LF East & West of Munger Drive) & 3) Culvert Detail Survey. CBBEL will perform the following survey tasks within project limits:

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.

Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed County Control Monumentation (NAVD'88 vertical control datum).

Existing ROW: CBBEL will establish the existing ROW of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits. Establish all rim and invert elevations, utility sizes & type, depth subterranean structure, etc., at all points of access to below-grade utilities.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located. CBBEL will coordinate with utility companies as necessary for JULIE design coordination.

Tree Survey: CBBEL will locate only trees over 6" inches in diameter and only the tree line for wooded areas, if any, within the limits associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size.

Base Mapping: CBBEL will compile all of the above information onto one base map at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private infrastructure subsequent to the findings of engineering/drainage analysis.

NOTE: Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Plat of Highway Scope of Services are not included in this proposal.

Task 2 – Geotechnical Services: Two (2) soil borings will be obtained as part of the Geotechnical Exploration by Testing Services Corporation (TSC) at 30' deep for design of the culvert and compliance with the Clean Construction Demolition Debris (CCDD).

The report will give complete pavement and base surface thickness as well as subgrade description and laboratory test dates. Comments will also be made concerning proposed pavement overlay and/or maintenance.

We recommend that the CCDD/USFO facility destination to be used for a particular project be contacted to verify the analytical parameters proposed will be sufficient.

The objectives of the Study are to determine whether the associated laboratory analysis provide a basis for TSC to sign IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer.

Uncontaminated soil including uncontaminated soil mixed with CCDD accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act {415 ILCS 5/22 (f)(2)(B)}. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act {415 ILCS 5/22.51a(d)(2)(B). These certifications must be made by a licensed professional engineer or geologists (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included.

Task 3 – Floodplain and Floodway Hydraulic Analysis: The project is located in the regulatory floodplain and floodway of Brewster Creek. CBBEL will update our previously completed HEC-RAS hydraulic analysis for Beaver Pond to include the topographic survey collected in the previous tasks as well as Bulletin 75 rainfall, if necessary. Using the updated HEC-RAS hydraulic model, we will develop alternatives for replacement of the existing culvert that meet the floodplain and floodway requirements of the County and the IDNR-OWR. These will be summarized in a brief technical memorandum to the Village.

It is assumed that there will be a limited volume of fill in the floodplain associated with the culvert replacement that can be compensated for with the ancillary grading associated with the project. This task includes the floodplain cut and fill calculations required to meet the Ordinance requirements.

Task 4 – Wetland Field Reconnaissance: An investigation of the project site will be completed to determine the limits of any wetlands or waters of the United States present. The delineation will be completed based on the methodology established by the USACE. Also, during the site visit, wildlife and plant community qualities will be assessed. The limits of the wetland community will be field staked and located using a handheld sub meter accuracy GPS unit so that they can be located in relation to the project coordinate system.

Task 5 – Wetland Letter Report: The results of the field reconnaissance will be summarized in a letter report. The wetlands' generalized quality ratings, per the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the USACE Routine On-Site Data Forms. If the delineation is field surveyed, that will be used as our base wetland boundary map, otherwise we will use the best available aerial photograph.

Task 6 –USACE Nationwide Permit Documentation: The culvert replacement project will fall under Nationwide Permit Number 3 for Maintenance. This Nationwide Permit **does not** require submittal of and request for verification (application) to USACE. CBBEL will prepare a memorandum to the client and file documenting compliance with the conditions of the Nationwide Permit.

Task 7 – County Special Management Permit Submittal: CBBEL will prepare the tabbed submittal to the County for certification of compliance with the floodplain/floodway, wetlands, and buffer components of the Ordinance. The tabbed submittal will include the floodplain and floodway hydraulic analysis, hydraulic models, floodplain fill and compensatory storage calculations, wetland delineation, quantification of wetland and buffer impacts, and soil erosion and sediment control measures to be undertaken during construction.

Task 8 – IDNR-OWR Floodway Construction Permit Submittal: CBBEL will complete a Joint Permit Application and prepare the necessary narrative, hydraulic models, and calculations for submittal to IDNR-OWR. It is anticipated that they will delegate floodway construction permit review authority to the County.

Task 9 – FPDDC and Review Agency Coordination: It is anticipated that coordination with the FPDDC will be required as the culvert crossing is located immediately adjacent to the Pratt's Wayne Woods Forest Preserve. As directed by the Village, we will engage the FPDDC staff for project coordination. Additionally, before and during the permit review process, we expect to have meetings with the regulatory agencies and Village.

We also expect to have to prepare responses to comments received during the review process. We have budgeted for attendance at three meetings and included budget to cover the cost of submittal of one response to comments. If additional meetings, or responses to comments, are required they will be billed on a time and materials basis.

Task 10 –KDSWCD SE/SC Submittal: As part of the wetland permitting process, approval of the SE/SC plan from the KDSWCD. The permit application and engineering plans, including a dewatering plan, will be provided to them for review and approval.

Task 11 – Plan Sheets, Specifications, and Estimates: CBBEL will prepare plan sheets and specifications for the proposed work in accordance with IDOT standards. We have assumed the Village will utilize a typical IDOT guardrail instead of the existing wall (if necessary). The plan sheets and specifications will be submitted to the Village for review. The following will be completed:

Sheet	# of Sheets	Hours/ Sheet	Total Hours
Cover Sheet	1	10	10
General Notes and Summary of Quantities	1	12	12
Existing conditions and Removal Sheet	1	12	12
Proposed Plan	1	12	12
Box Culvert General Plan and Elevation	1	16	16
Structural Details and Notes	1	6	6
Railing Details	1	12	12
Wingwall/Headwall Details	2	12	24
SE/SC and Landscaping Plan	1	12	12
Specifications			6
Engineers Opinion of Probable Cost			6
	10		**128**

Task 12 – Bidding Assistance: CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

ESTIMATED FEE

Task 1 – Topographic Survey	$10,150
Task 2 - Geotechnical Service	$10,385
Task 3 – Floodplain and Floodway Hydraulic Analysis	$ 6,500
Task 4 – Wetland Field Reconnaissance	$ 1,000
Task 5 – Wetland Letter Report	$ 3,400
Task 6 – USACE Nationwide Permit Documentation	$ 800
Task 7 – DuPage County Special Management Permit Submittal	$ 9,000
Task 8 – IDNR-OWR Floodway Construction Permit Submittal	$ 1,500
Task 9 – FPDDC and Review Agency Coordination	$ 4,500
Task 10 – KDSWCD Soil Erosion and Sediment Control Submittal	$ 2,500
Task 11 – Plan Sheets, Specifications, and Estimates	$22,000
Task 12 – Bidding Assistance	$ 500
Total	**$72,235**

It should be noted that the permit fees associated with the project for the various review agencies are not included in this fee estimate and are assumed to be paid by the Village. We will bill you at the hourly rates specified on the attached Schedule of Charges. Direct costs for photocopying, mailing, mileage, seed, herbicide, and report binding are included in the Fee Estimate. We establish our contract in accordance with the attached General Terms and Conditions. These Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us at any time.

Sincerely,

Thomas T. Burke, Jr., PhD, PE
Executive Vice President
Head, Water Resources Department

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR THE VILLAGE OF BARTLETT:

BY: _____

TITLE: _____

DATE: _____

DTO/LMF/mlj
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CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 2022

Personnel	Charges* ($/Hr)
Principal	275
Engineer VI	260
Engineer V	210
Engineer IV	175
Engineer III	155
Engineer I/II	125
Survey V	230
Survey IV	210
Survey III	185
Survey II	150
Survey I	115
Engineering Technician V	205
Engineering Technician IV	165
Engineering Technician III	120
Engineering Technician I/II	75
CAD Manager	195
CAD II	140
GIS Specialist III	160
GIS Specialist I/II	100
Landscape Architect	180
Landscape Designer I/II	105
Environmental Resource Specialist V	220
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	130
Environmental Resource Specialist I/II	95
Environmental Resource Technician	125
Administrative	110
Engineering Intern	65
Information Technician III	140
Information Technician I/II	120

Direct Costs	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2022.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

   Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

   Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

   The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

   With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

    Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

    In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

    Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.

16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.

21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

    Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

    Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or 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 Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that 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. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

    The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

    Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

Agenda Item Executive Summary

Item Name	Resolution for the use of Rebuild Illinois (RBI) Funds	Committee or Board	Board

BUDGET IMPACT			
Amount:	$1,265,218.98	*Budgeted*	$1,265,218.98
List what fund	Rebuild Illinois (RBI) Fund		

EXECUTIVE SUMMARY

Enclosed is an RBI Resolution for consideration by the Village Board in order to use the remaining RBI funds for the annual street resurfacing project. The referenced resolution is being submitted in the amount of $1,265,218.98 and will commit all remaining funds to this project. These funds are part of the Rebuild Illinois Capital Plan and must be spent by July 1st, 2025.

ATTACHMENTS (PLEASE LIST)

Memo

IDOT Resolution

ACTION REQUESTED

For Discussion Only

✓ Resolution

Ordinance

✓ Motion: **MOVE TO APPROVE RESOLUTION #2022-____-R, A RESOLUTION AUTHORIZING THE USE OF REBUILD ILLINOIS FUNDS IN THE AMOUNT OF $1,265,218.98 TO PAY FOR THE COST OF CONSTRUCTION FOR THE FY2022/2023 VARIOUS STREETS RESURFACING PROJECT.**

Staff:	Nick Talarico, Civil Engineer	Date:	10/24/2022

PUBLIC WORKS

Memo

To:	Paula Schumacher, Village Administrator
From:	Nick Talarico, Civil Engineer
Subject:	**Resolution for the use of Rebuild Illinois (RBI) Funds**
Date:	October 24, 2022

Enclosed is a Rebuild Illinois (RBI) Resolution for consideration by the Village Board to use the remaining RBI funds for the annual street resurfacing project. The resolution consists of the following item and amount:

- FY2022/2023 Various Streets Resurfacing Project **$ 1,265,218.98**

The referenced resolution is being submitted in the amount of $1,265,218.98 and will commit all remaining funds to this project. These funds are part of the Rebuild Illinois Capital Plan and must be spent by July 1st, 2025.

I am requesting that you place this resolution on the next available Board agenda for action.

MOTION

MOTION TO APPROVE RESOLUTION #2022-_____-R, A RESOLUTION AUTHORIZING THE USE OF REBUILD ILLINOIS FUNDS IN THE AMOUNT OF $1,265,218.98 TO PAY FOR THE COST OF CONSTRUCTION FOR THE FY2022/2023 VARIOUS STREETS RESURFACING PROJECT.

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Original		22-00094-00-RS

BE IT RESOLVED, by the President and Board of Trustees (Governing Body Type) of the Village (Local Public Agency Type) of Bartlett (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Blue Heron Way	0.53		W Bartlett Road	Blue Heron Circle
Blue Heron Circle (including cul-de-sacs)	0.77		Blue Heron Way	Blue Heron Way
Angelica Lane	0.15		Blue Heron Circle	Blue Heron Circle
Kingfisher Road	0.14		Angelica Lane	Blue Heron Circle
Spaulding Road	0.04		Blue Heron Circle	Gifford Road
Veronica Circle (including cul-de-sacs)	0.23		Blue Heron Way	Blue Heron Way
Primrose Court	0.09		Blue Heron Way	End
Sundrop Court	0.08		Blue Heron Way	End
Osprey Court	0.07		Blue Heron Way	End
Fountain Grass Circle	0.27		Blue Heron Way	Blue Heron Way
Fountain Grass Court	0.09		Blue Heron Way	End
Primrose Lane (including cul-de-sacs)	0.45		Blue Heron Way	Blue Heron Way
Sunflower Lane	0.16		Primrose Lane	Blue Heron Way
Cromwell Circle (includes cul-de-sacs)	0.58		Fairfax Lane	Fairfax Lane
Cobbler Court	0.08		Cromwell Circle	End
Cemetery Avenue	0.22		North Ave	North Ave

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

2-inch milling and 2-1/4" resurfacing, PCC sidewalk replacement, PCC curb and gutter replacement, pavement markings and landscape restoration.

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

2. That there is hereby appropriated the sum of One million, two-hundred and sixty five thousand, two-hundred and eighteen and 98/100 Dollars ($1,265,218.98) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Lorna Giless (Name of Clerk) Village (Local Public Agency Type) Clerk in and for said Village (Local Public Agency Type)

of Bartlett (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees (Governing Body Type) of Bartlett (Name of Local Public Agency) at a meeting held on November 01, 2022 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1st (Day) day of November, 2022 (Month, Year).

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation