

VILLAGE OF BARTLETT
BOARD AGENDA
DECEMBER 20, 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 & Committee Minutes – December 6, 2022

*7. **BILL LIST:** December 20, 2022

8. **TREASURER'S REPORT:** October, 2022
 Sales Tax Report - October, 2022
 Motor Fuel Tax Report – October, 2022

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. None

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

1. Resolution Adopting the 2023-27 Capital Improvements Program
2. Resolution Waiving Public Bids and to Enter into a Cost Sharing Agreement with BCBP, LLC to Complete the Brewster Creek Business Park Pavement Program

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

1. Resolution Approving the Intergovernmental Agreement for Conveyance of Bartlett Park from the Village of Bartlett to the Bartlett Park District
2. Resolution Authorizing the Transfer of Real Estate from the Village of Bartlett to the Bartlett Park District
- *3. Ordinance Amending the Bartlett Zoning Ordinance Regarding Sign Regulations

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

1. None

F. PUBLIC WORKS COMMITTEE, CHAIRMAN LAPORTE

1. Resolution Waiving Public Bids to Purchase an Odor Control System from Vapex Environmental to Treat Odors Emanating from the Brewster Creek Business Park
- *2. Ordinance Accepting the Public Improvements for BCBP Lot 12B at 1215 Humbracht Circle

13. **NEW BUSINESS**

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

15. **ADJOURNMENT**



VILLAGE OF BARTLETT
PUBLIC HEARING MINUTES
December 6, 2022

CALL TO ORDER

President Wallace called the Public Hearing for the Establishment of a Special Service Area for the Townhomes at the Grasslands Subdivision on of December 6, 2022 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, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Interim Planning and Development Director Kristy Stone, Grounds Superintendent Matt Giermak, Police Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Deputy Chief Will Naydenoff, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

Interim Planning and Services Director Kristy Stone stated that this is a public hearing for the Establishment of a Special Service Area for the Townhomes at the Grasslands Subdivision. It was published in the Daily Herald on November 14, 2022. The Special Service Area is necessary to provide a backup source of funding for the stormwater detention system within the development. This is keeping in accordance with the village policy to assure payment for the maintenance and care of the stormwater related public improvements in the event the townhome owner's association does not perform the required maintenance and upkeep of the system. Administrative costs incurred by the village in connection with the future maintenance of the stormwater related improvements are also covered by this ordinance.

President Wallace asked if anyone had questions regarding this information.

Trustee Hopkins asked if this was pretty typical of any subdivision coming into Bartlett.

Attorney Mraz stated that the owners of this development would pay for failed stormwater improvements to the whole village. The developer is on the hook and we have bonds and things. They will have an active townhome association and if they fail, the village can levy a tax on this area. If there was a big failure, there is an ability to issue bonds to pay for any major improvements.



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Trustee Hopkins asked if there was a set time limit on this.

Mr. Mraz stated that the bonds are twenty years. We do not have the Phase 2 covenants yet but they worked through it.

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 Hopkins.

ROLL CALL VOTE TO ADJOURN

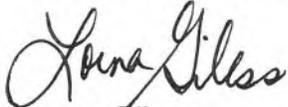
AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

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


Lorna Gilles
Village Clerk



VILLAGE OF BARTLETT
BOARD MINUTES
December 6, 2022

1. CALL TO ORDER

President Wallace called the regular meeting of December 6, 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, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Interim Planning and Development Director Kristy Stone, Grounds Superintendent Matt Giermak, Police Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Deputy Chief Will Naydenoff, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Reverend Andrew Weiss, Faith World Outreach Church of Bartlett gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

There were no additions or subtractions to the Consent Agenda.

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



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Trustee Deyne moved to Approve the Consent Agenda and consent items therein and that motion was seconded by Trustee Suwanski.

ROLL CALL VOTE TO APPROVE THE 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 - None

9. PRESIDENT'S REPORT

A. Appointment of Village Officer by the Village President with the Advice and Consent of the Board.

President Wallace stated that Kristy Stone has completed a six-month period as Interim Director of Planning and Development Services.

He stated that he hereby Appoints Kristy Stone as Director of Planning and Development Services. Per the Village Code, the Director of Planning and Development Services also serves as the Zoning Administrator and this appointment requires the Advice and Consent of the Village Board.

Trustee Deyne motioned to Consent to the Appointment and that motion was seconded by Trustee LaPorte.

ROLL CALL VOTE TO CONSENT TO THE APPOINTMENT OF KRISTY STONE AS DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES

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

NAYS: None

ABSENT: None

MOTION CARRIED



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B. President Wallace read a Proclamation for the Bartlett Woman's Club 85-Year Anniversary.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized birthdays and anniversaries of staff and commissions. He recognized and thanked Officers Tate and Sieckman for their knowledge during a recent demonstration he attended. He was proud to have them represent the Village of Bartlett.

Trustee Gunsteen stated that his family really enjoyed the Merry and Bright event at the tree lighting last week. He was amazed at how much it has grown and how well it was run. He thanked public works, Bartlett Library, Bartlett Park District, Village staff and the Bartlett Police Department for all of their help and the volunteers they provided throughout the night. The Lions Club was instrumental with the amazing job they did in our log cabin. Santa saw a lot of kids that night and it was very nicely decorated and festive. He was proud to be a part of the Merry and Bright Committee and proud to be in Bartlett. He stated that he also appreciated the sponsorship and donations from Home Depot and Starbucks. It was a huge help and added a lot to this event.

President Wallace stated that it was impressive!

Trustee Gandsey stated that she was looking forward to the Cocoa Crawl on Saturday. It starts at the library for registration and to pick up the mug and goes from 11:00 - 4:00. She stated that there are 37 businesses that will be participating.

11. TOWN HALL - None

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Ordinance 2022-110, an Ordinance Establishing Special Service Area Number Two for the Townhomes at the Grasslands Subdivision of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and Authorizing the Levy of an Annual Maintenance Tax, and Authorizing and the Issuance of Bonds to an Amount Not To Exceed \$1,332,560 for the Purpose of Paying the Cost of Providing Special Services in and for such Area and Ordinance 2022-111, an Ordinance Granting a 12.19-Foot Variation from the 35-Foot Required Rear Yard to Allow the Construction of a Room Addition for 309 Oakbrook Court were covered and approved under the Consent Agenda.



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B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne presented Ordinance 2022-109, an Ordinance for the Levy and Assessment of Taxes for the General Corporate and Other Purposes of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, for the Fiscal Year Beginning May 1, 2022 and Ending April 30, 2023.

Trustee Deyne moved to approve Ordinance 2022-109, an Ordinance for the Levy and Assessment of Taxes for the General Corporate and Other Purposes of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, for the Fiscal Year Beginning May 1, 2022 and Ending April 30, 2023 and that motion was seconded by Trustee Hopkins.

Trustee Hopkins commented that the levy was decreased.

Trustee Deyne stated that the levy totaled \$11,619,538, a 1.47% decrease from the 2021 property tax extension.

ROLL CALL VOTE TO APPROVE ORDINANCE 2022-109 FOR THE LEVY AND ASSESSMENT OF TAXES

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

NAYS: None

ABSENT: None

MOTION CARRIED

Trustee Deyne stated that Ordinance 2022-112, an Ordinance Abating a Portion of Taxes Heretofore Levied for the Year 2022 to Pay Debt Service on: General Obligation Refunding Bonds Series 2017; General Obligation Refunding Bonds Series 2019; and General Obligation Bonds Series 2021A of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois and Ordinance 2022-113, an Ordinance of the Village of Bartlett, Cook DuPage and Kane Counties, Illinois, Providing for the Issuance of a Not to Exceed \$1,000,000 Taxable Subordinate Lien Tax Increment Revenue Note, Series 2022 (Bartlett Quarry Redevelopment Project), and Pledging Certain Incremental Property Tax Revenues to the Payment Thereof; Resolution 2022-114-R, a Resolution Approving of Disbursement Request for Payout No. 4 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.



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D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that the 2023 Annual Meeting Schedule; Cocoa Crawl Class D Liquor License Requests for Rebecca's Cakes by Design and Magnum Realty; Ordinance 2022-115 an Ordinance Creating a Class A Liquor License were covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that Authorization to Purchase a 2023 Ford Interceptor Utility Police Vehicle was covered and approved under the Consent Agenda.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN, CHAIRMAN LAPORTE

Trustee LaPorte stated that Ordinance 2022-116, an Ordinance Accepting the Public Improvements for Bartlett Ridge Subdivision were covered and approved under the Consent Agenda.

13. NEW BUSINESS

- A. President Wallace stated that Atlas chicken Shack, LLC has applied for a Class A liquor license.

He stated that if there were no objections from the Board he would issue the Class A liquor license.

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.



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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:17 p.m.

Lorna Gilless
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
December 6, 2022**

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of December 6, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:19 p.m.

ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Samuel Hughes Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Planning & Development Director Kristy Stone, Grounds Superintendent Matt Giermak, Police Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Gilles.

FINANCE AND GOLF, CHAIRMAN DEYNE
2023-2027 Proposed Capital Improvement Program

Todd Dowden stated this is a five-year plan with a total of \$113,307,137 which includes the estimated 2022-2023 year we are in and the next four years. The coming five years will see a shift from water projects over to more sewer projects and increasing in the streets area. We are focusing on the 2023-2024 year and is referred to as the capital budget which is equal to \$41,471,000. We will bring this for approval, then it will roll into our operating budget which will begin in the spring. The reason why we do this is to give public works a chance to prepare for he projects, go out for bid etc. before the fiscal year starts in May. That way the projects can start when the construction season begins. Also listed on this page are two new projects we are adding this year. The first is the cemetery columbarium and we also added a project for municipal building improvements. He noted that we did review water/sewer rates in the spring and increased them both. We are proposing rates to continue to increase so this budget works within those perimeters for the increases we proposed. We will be reviewing rates and fund balance projections during the operating budget process.

Public Works Director Dan Dinges stated this capital program does not factor in any of the asset management items that were discussed last month.



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WATER:

He stated he will touch base on the key projects moving forward and some of the stuff coming for 2023-2024 and anything in that 5-year period. This year's big project was the water main replacement project which was on Oneida, North and Western. This was the first project where we replaced water main and lead services. We had 11 lead services that we replaced all the way to the meter. You will see in 2023-2024 that the watermain project is \$300,000, then a big number the next year of \$2.7 million. We have been looking at the projects, how many we have and trying to do some of those in-house. We are looking at alternating so one year we might do a big watermain project and the following year we will do a street program which will allow us to reduce a project that we have to put out to bid but allow us to do a big project.

One of the big projects coming forward in 2024-2025 is the North Ave. and Oak Ave. water main replacement. We are trying to get that done during the summer. We were looking at doing that during this coming summer but watermain and ductile iron pipe still has a 6 month to 1 year lead time. We are at a point where it would be unclear if the pipe would come in time and it is a short window from the end of May until the middle of August to get that done so we pushed both of them to the summer of 2024. The reason we are pushing to get that done is we have money to get through the Northwest Municipal STP program to resurface North and Oak Ave. in the summer of 2025, so we want to get that watermain done before the resurfacing. We have water tower paintings coming and the Stearns Road Reservoir that is going out to bid this winter. Next year we have planned to do the Schick tower.

The big thing under infrastructure improvements is the Stearns Road Pump Station which is with the reservoir we are going to paint. We are renovating the pump station to be able to utilize the 500,000 gallons of storage we have so we can incorporate that into the system. Another item in the 2024-2025 year is a future water tower and we would be able to eliminate the Oneida tower and add this new tower to a location to be determined.

President Wallace asked the price of a new water tower.

Mr. Dinges stated it is about \$5 million and it is up higher right now, so we are hoping it goes lower later on.

President Wallace asked when the Oneida tower would come down.

Mr. Dinges stated that would need to build the new tower first. We would potentially build a new water tower at Kent Circle and remove the old Kent Circle tower and Oneida. We need the storage in place before we remove the tower though.



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Village Administrator Schumacher asked Mr. Dinges to elaborate on the reasoning behind replacing the Kent Circle Tower.

Mr. Dinges stated we Kent Circle is the best centrally located tower, but it is too high and too small. That location seems to be the best centrally located area for a new tower though.

Chairman Hopkins asked if you get water pressure data from any of the modeling.

Mr. Dinges stated it is theoretical, but yes, we do.

Chairman Hopkins asked for some of that data to review.

Mr. Dinges responded yes. He continued that we have talked about the water meter change out. We have been looking at the different meters out there. The next meeting on the committee we will be discussing the water meter change out.

Chairman Gandsey asked if we have chosen the type of meter yet.

Mr. Dinges stated no, that will be discussed and then finalize a contract with them.

Chairman Hopkins stated there are a lot of choices out there for water meters.

Mr. Dinges stated there are, but we focus on the main ones that are out in the industry but there are a lot of them. We have looked at a lot of them and have narrowed the list to the ones staff thinks are the best options.

He continued that we have an application to the EPA to try to get some IEPA loan funds to replace all of our lead services with the hope that we can get some loan forgiveness. It sounds like if we can get this funding we might be able to receive 50/50 matching.

We continue to work on infrastructure improvements. We removed wells #1 and #2 which are the wells in the parking lot, so we will be looking at demolishing that building which will allow us to get rid of the building to the south of village hall. We have also eliminated and capped well #5 and well #8. The ones we are not going to use in an emergency we are eliminating so we no longer have to do any type of sampling with the EPA. Wells #4 and #6 which are the wells down at Stearns Rd. were our meat and potatoes wells and we are going to try to keep those in place for emergency use only.

President Wallace asked what it costs to keep those wells open.



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Mr. Dinges stated it is pretty minimum, because all we have to do is run them monthly, sample them and keep them fresh. If we have a well go down or some major improvement then we would evaluate whether it is worth repairing or abandoning it.

President Wallace asked if we use any water from them now and if we have a contract with a neighboring town for emergency water.

Mr. Dinges stated right now we have a contract with Streamwood, we have a contract with Elgin we could utilize and he wants to finalize an agreement with them on that. Next year we are hoping to get an interconnect with Hanover Park as well.

President Wallace stated as long as it doesn't cost a lot for all of the emergency wells when we have other options for emergency water.

Chairman Gunsteen asked about the \$50,000 and \$2.6 million for lead service.

Mr. Dinges stated the IEPA loan right now is \$2.5 million so that is assuming we take the entire loan, but we are hoping to cut that in half.

Mr. Dinges continued that we had a successful hydrant painting program "pump up the art".

SEWER:

Mr. Dinges stated we do not have a lot of new projects, but we have some big ones that will continue for years to come. We have the Bittersweet treatment plant, the Devon excess flow facility and force main, we continued lining with the sewers, services and manhole lining.

Chairman Deyne asked what work was being done by the AT&T building the other night.

Mr. Dinges stated there was a water main break. It was an old lead service that went to the old building across the street, that sprung a leak so we ended up removing the lead service and patching our main.

Mr. Dinges stated we just completed the Herrick House force main and now we are just waiting on the pumps and controls to come which won't get here until February/March and then we will wrap that project up.

STREETS:

Assistant Public Works Director Tyler Isham stated the street projects are a lot of the same. First off are the MFT, where we are going to go every other year with next year



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being a slightly smaller resurfacing drive, then take a break from it and the year after we will do a larger resurfacing job. Things like the concrete program, pavement preservation, crack sealing, etc. are all going to be every year, but we will see how this goes and tweak as needed. In the IDOT intersection improvements, the hope is that the Rt. 59 and W. Bartlett Rd. intersection gets started next spring. The North Ave. and Oak Ave. resurfacing is being done through surface transportation funds and it is a 70/30 match with Oak Ave. on the contingency list and we will have to reapply, but North Ave. is scheduled for federal fiscal year 2025. That will be completed in the summer of 2025 and the hope is to get Oak Ave. on that as well.

President Wallace asked what the estimated time was for the intersection at W. Bartlett Rd. to be finished.

Mr. Dinges stated they are thinking one construction season right now, but they are still working on utility relocates, so hopefully they get that done this winter and the road improvement part can get started in the Spring and have the vast majority of it completed by the fall.

President Wallace asked if these funds we are getting from Rebuild Illinois and the American Rescue Plan Act are guaranteed funds that we are going to receive.

Mr. Dinges stated the Rebuild Illinois money has already been received.

President Wallace stated the only one that seems new this year is the American Rescue Act Funding.

Mr. Dinges stated we have received that already as well.

Ms. Schumacher stated we have to do some additional reporting for that, but we have the funds.

President Wallace stated we are using a lot of sewer and water funds, so are we okay with where the fund balance will wind up in 5 years.

Mr. Dowden stated with every other year progress with MFT funds through the 5 years, we have enough MFT funds to meet those needs. Going on from there, we will not have enough money to do that. Right now, we are receiving about \$1.6 million in MFT funds per year so after this program, the MFT program would need more sources of funding including grants or something else.

President Wallace asked if we are able to use LGDF on those types of projects.

Mr. Dowden stated yes, that money is not restricted.



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President Wallace stated so if they changed the legislation in the next year or two, that would make a big difference.

Mr. Dowden stated it would.

Ms. Schumacher stated with the new General Assembly getting sworn, in January, we plan to have a resolution about MFT funding and restoring that on an upcoming board meeting so we can send it to our new legislators to start the year off right.

Mr. Isham stated we are looking to do the S. Bartlett Rd. trail with a partnership with the park district and that will probably begin in the spring. We will continue to use in-house crews for the Newport trail.

He continued that right now we are working on the Ruzicka parking lot design with DuPage County and ComEd.

Chairman Suwanski confirmed that we have \$900,000 here for 2024-2025 for Ruzicka. She asked if we are helping ComEd pay for that.

Ms. Schumacher stated technically that property is not in the Village of Bartlett. We are working with them to allow us to make those improvements. The parking lot is a mess physically and bureaucratically, but we are chugging our way through it.

Chairman Suwanski asked whose property it is.

Mr. Dinges stated it is unincorporated DuPage County so if we can't get ComEd to annex to the village, we will have to go through the planning process through the county.

Chairman Suwanski suggested that we ask the county for assistance.

Chairman Hopkins confirmed that the reason to do this is because you are not allowed to use MFT funds outside the boundaries of the village.

Mr. Dinges stated no, this is just to get it built. We have to go through a zoning process and all that stuff. We had a meeting with DuPage County and they recommended annexing the property so we can just go through our village process. We are talking to ComEd to see if we can make that happen because it would be simpler to go through the village process vs. DuPage County. We can use MFT funds for the project.

Chairman Gandsey asked what the improvements were.



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Mr. Dinges stated right now it is gravel so it would cover a storm sewer, curbing, asphalt, and lighting, similar to what is out at Koehler.

Chairman Gunsteen confirmed that just the parking lot is unincorporated, not the park.

Mr. Dinges stated that is correct.

Chairman Suwanski asked why the park district does not have this park.

Mr. Dines stated he thinks the plan is to give the park and parking lot to the park district after it is complete.

Chairman Suwanski confirmed that we are going to put in a \$900,000 parking lot then give it to the park district.

Ms. Schumacher stated we looked at this a number of years ago and that was the message from the park district, they would not take it, in its current condition. She thought that it was one of the first ball fields that we build as a village. It goes back to those overlapping early days.

President Wallace stated he is wondering if we are going to be going through this if it makes sense to redesign the whole park since the layout is awkward and nonfunctional. Instead of messing with this parking lot, there is plenty of parking on the other side of the park.

Chairman Hopkins asked if the park district is open to more grants and funding for redesigning parks.

Ms. Schumacher stated she thinks she would have a conversation with the park district since they have greater access and better knowledge about what is available. In terms of redesigning, they may have some thoughts on that to coordinate with their park system and future plans.

Chairman Hopkins stated he liked the idea President Wallace suggested about redesigning it and maybe the \$900,000 would go further if we turn it over and they get some grant money to do the work.

Mr. Isham stated we are waiting to receive the Build Illinois funds for the downtown cross walk so that will be on hold until we receive the funding. The Oak Ave. parking lot is being designed right now and the hope is the once MORE Brewing is ready to go, we will start construction on this parking lot. We will also combine it with resurfacing Banbury and the



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Oak/Oneida parking lot. Metra area landscaping and sidewalk improvements are scheduled for next year with the Metra partnership.

President Wallace asked if that was when we had to decide what sidewalks we wanted again.

Ms. Schumacher stated that will be on the next meeting.

ECONOMIC DEVELOPMENT:

Mr. Dinges stated we have the Brewster Creek Business Park and Bluff City. As you know, the Brewster Creek is going to be expiring and the village has work we want to have completed, so we are trying to do a partnership with them where we would resurface the roads in the business park and the bike paths, in addition, we are looking to add a bike bath along the west side of Munger from Brewster Creek Blvd. down to Stearns. We found an odor eliminator that the City of Naperville installed. Once installed, the complaints about smells from the sewer went away.

Chairman Hopkins asked if it would be paid with TIF funds.

Mr. Dinges stated that is correct.

President Wallace asked about the on-going maintenance of the odor eliminator.

Mr. Dinges stated there will be ongoing maintenance, but it will eliminate a lot of the chemicals we are using, so in the long run, he thinks we will be ahead.

GOLF:

Grounds Superintendent Matt Giermak stated for golf, we have the construction of a new irrigation system. The most important part of a golf courses operation is the irrigation system. We have roughly 14 miles of PVC pipe and 700 irrigation heads on the course currently. The current system was installed in 1998/1999 and over the past several years, staff has been repairing the irrigation system on a daily basis to keep it functioning okay. Every morning he drives the course to locate heads that have not turned on or turned off. Basically, if the head is on, you are running 89 gallons per minute, per head for 3,4,5, or 6 hours. To determine if the heads ran, he has to look at trees and cart paths. We have been very fortunate to not have a main line break, but we have had many lateral breaks and if you have a main line break, you have to turn off the irrigation for 1-4 days to fix and if you lose your irrigation for 3-5 days on a golf course, you are going to lose greens and fairways. If your grass is dying, you're going to have issues with golfers complaining, the hole needs to be shut down, etc. The new system we are proposing would be HDPE Pipe which is High Density Polyethylene Pipe. PVC has a life expectancy of roughly 10-30



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years depending on how well you maintain the system. HDPE has a life expectancy of around 50 years. HDPE piping system is leak free because the joints are butt fused together. With the PVC system, all your joints use couplings to connect which can leak. With HDPE, it is fused together so your lateral lines could be 200' with no opportunities for a leak. We will also have more control of where the water goes and how much is applied. The golf course does not dry out evenly. Every night when I am scheduling irrigation, I am not just running half an inch around the whole course at night. For example, hole #1 gets more water because it dries out on the slope and #2 gets less water. Hole #10 I may only need to run half the fairway, but we cannot with our current system. The new system would allow you to run only one head at a time.

Chairman Gandsey asked when would we do this and when would it go out to bid.

Mr. Giermak stated ideally, we would go out to bid and then work would begin in fall of 2023, go as long as they could and then finish in the spring.

Chairman Gandsey asked if it would impact the 2024 golf season.

Mr. Giermak stated it would not impact the summer and they could go one hole at a time.

Chairman Deyne asked where our water comes from.

Mr. Giermak stated we have a well.

Chairman Hopkins stated he thinks it is a well needed project, but he has some concerns as to how it will be funded. A golf course is not an essential service of the village and these funds could be better spent to lower our sewer and water rates. This project could be funded with bonds and pay for it with user fees which would be better suited to lower our water and sewer rates for all the residents of the village. He would like staff to put together what that would look like to see how much user fees or banquet fees would go up or anything to do with the golf course and fund it with bonds, like what we make the 42,000 residents pay for when there is a capital project in the sewer or water departments. He would like to see what that would do to water and sewer rates.

Chairman LaPorte asked how many rounds of golf we typically do.

Assistant Village Administrator Scott Skrycki stated around 35,000 rounds.

Chairman LaPorte stated it would be about \$55 per round for one year.

Chairman Hopkins stated that would be paying for it in one year. He asked how long an IEPA loan is typically.



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Mr. Dowden stated they are typically 20 years, if you are looking at a 50 year life, 20 to 30 year bonds would be reasonable.

Chairman Hopkins asked about comparable golf courses and see what their users fees are.

Mr. Skrycki stated we do that now and we are comparable.

Chairman Deyne asked about including additional projects at the golf course that can be incorporated into this bond.

Ms. Schumacher stated we do have some serious issues with the fire suppression system out there, so it may be something we want to roll into that.

Chairman Suwanski stated if we look at bonds, isn't that paid back by all the residents in the village.

Chairman Hopkins stated he wants to look at the statistics and the facts before I decide, but he thinks its important we look at that before we decide on how things are funded.

Mr. Dowden stated the reason we are not proposing to issue bonds right now is because the golf course right now is covering its operating costs, but it does not cover capital costs. We look at comparable rates based on still having people come play.

Chairman Gandsey asked how much we received in ARPA funds total.

Mr. Dowden stated we received \$5.7 million total in ARPA funds. Through this budget, you have seen \$4 million so far.

Chairman Gandsey asked why we decided to put a million here.

Mr. Dowden stated we are splitting it between developer deposits funds which come mainly during the building boom years in Bartlett. We basically split it between developer deposits and recovery money. Another thing we can look at it an interfund loan which would be easier to manage than bonds and then we can see how that goes. We have been looking at the project for a few years, he thinks we need to keep moving on it though.

President Wallace stated he thinks we need to keep moving and make sure we find out if there is anything else that needs to get fixed out there.

Ms. Schumacher stated we try to use one-time money for one-time expenses which is why you see a lot of that ARPA money being used as capital expenses.



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Chairman Gunsteen asked about additional ways to increase revenue like a family friendly driving range and perhaps deals for a bucket of balls and hot dogs.

President Wallace stated there is some room out there where we can maybe redesign a few things.

Chairman Gunsteen asked Todd to include the continual labor and operational costs to the analysis he does on the rate review.

Ms. Schumacher stated we adjust the rates all throughout the year and with Golf Now, I believe we have a lot of flexibility on pricing.

Mr. Skrycki stated the rack rate is really only on Saturday and Sunday mornings. If we have a day where the weather looks ominous, we will go in the system and adjust the rate to fill tee times.

President Wallace stated he thinks we had 100 people golfing on Thanksgiving Day.

Ms. Schumacher stated we had 20 people golfing when it was 21 degrees. If she recalls correctly, we are \$50,000 ahead of where we were last November.

OTHER PROJECTS:

Mr. Isham stated the storm system improvements is one project. It does not have a utility and comes out of the general fund. Additionally, the Country Creek stabilization and restoration project we are going to bring forward early next year. The Munger Road culvert replacement is currently in the design phase and we are hoping to get that streamlined and the same with the Newport Blvd. culvert replacement. We are looking to get STP funding for the Schick Road bridge which would be an 80/20 split and that is probably projected out to fiscal year 25-26 or the following. The really exciting one is the columbarium.

Ms. Schumacher stated this is her most favorite project in the whole capital budget. It is an above ground expansion of the cemetery and is basically little areas to place cremated remains. It is a way to expand capacity which is something we get requests for all the time at Bartlett Cemetery. It is also a way to meet the demand with the number of cremations exploding. So much so, the State of Illinois has raised the fees for cremations. It is something that is in tune with the market and the demand from our residents to remain in Bartlett.

Mr. Dinges stated we visited Wheaton and since they started, the demand is so high, each year they are putting in another columbarium.



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Chairman Gandsey asked if we should sell them first so we know how big to build in case demand is much higher.

Ms. Schumacher stated there is a limit because you don't want a giant wall.

Mr. Dinges stated we are thinking 60 at first and as those are selling, if we get more demand, there is room, and we have a layout where we can drop another one.

Chairman Gunsteen asked how much they sell for.

Mr. Dinges stated we are surveying to see.

Chairman Gunsteen asked if it would exceed the \$240,000.

Mr. Dinges stated if we match Wheaton's, yes it would.

MUNICIPAL BUILDING IMPROVMENTS:

We are looking to replace the roof top units here at village hall. They have surpassed their useful life and along with the data room for our servers and the link tower unit. This is also where you will see the fire sprinkler system for the clubhouse and the salt dome roof as well as the front doors here at village hall.

Chairman Gunsteen confirmed that the fire sprinkler system could be moved over to golf depending on how we fund it.

Ms. Schumacher stated yes it could. We are working with the fire marshal on how quickly that needs to be done and getting costs from other vendors.

Chairman Hopkins asked what the issue is out there.

Mr. Dinges stated they did an inspection of the inside of the pipes and there is a bunch of sediment that is pretty much blocking about half of the capacity of the sprinkler system. The problem is, they have had a bunch of leaks in the system and they recommend not flushing it because you could create more leaks. The pipe is in a condition where they are recommending it be replaced. The fire marshal thinks the system probably is not operable at this point because of the reduced capacity. Part of it is looking at how to redesign it and have it last longer in the future.

Mr. Dowden stated normally we would bring this back and have the full amount approved. He thinks we agree we need to do these projects but we need to work on the funding.



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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 8:18 p.m.

Samuel Hughes
Deputy Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/20/2022

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - DEC 2022	4,399.41
** 1 METROPOLITAN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - DEC 2022	16,398.45
INVOICES TOTAL:		20,797.86

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	142.16
INVOICES TOTAL:		142.16

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ILCMA LUNCHEON MEETING	35.00
INVOICES TOTAL:		35.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3CMA	ANNUAL MEMBERSHIP DUES	400.00
1 ILLINOIS ECONOMIC DEVELOPMENT ASSOC	MEMBERSHIP RENEWAL	250.00
INVOICES TOTAL:		650.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MERRY/BRIGHT MAT'LS/XMAS CARDS	620.74
1 GORDON FOOD SERVICE INC	HOT COCOA MIX	279.24
** 1 LOYALTY VIDZ LLC	TREE LIGHTING VIDEO	275.00
** 1 REBECCA'S CAKES BY DESIGN LLC	COOKIES FOR TREE LIGHTING	650.00
1 SYSCO CHICAGO INC	FOAM CUPS/LIDS	246.23
INVOICES TOTAL:		2,071.21

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM EXPENSES/SUPPLIES	99.22
INVOICES TOTAL:		99.22

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ROTARY DINNER REGISTRATION	100.00
1 COMCAST	CABLE SERVICE	31.60
** 1 KEVIN WALLACE	DC TRAIN MERGER TRAVEL EXPENSES	316.51

** Indicates pre-issue check.

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INVOICES TOTAL: 448.11

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	1,050.00
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	4,170.00
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
<u>INVOICES TOTAL:</u>		<u>7,220.00</u>

523600-SOCIAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KATHRYN R JUZWIN	CONSULTING FEES/OCT-NOV 2022	3,166.66
<u>INVOICES TOTAL:</u>		<u>3,166.66</u>

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	SEPTEMBER DEDUCTIBLE	-15,123.04
1 INTERGOVERNMENTAL RISK MGMT AGENCY	OCTOBER DEDUCTIBLE	19,241.53
<u>INVOICES TOTAL:</u>		<u>4,118.49</u>

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	50.37
<u>INVOICES TOTAL:</u>		<u>50.37</u>

522950-ORDINANCE CODIFICATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STERLING CODIFIERS/AMERICAN	ANNUAL WEB HOSTING FEE	500.00
<u>INVOICES TOTAL:</u>		<u>500.00</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	W-2 & 1099 TAX FORMS	521.19
1 CENTURY PRINT & GRAPHICS	PAYROLL CHECK FORMS	204.49
1 WAREHOUSE DIRECT	1-HOLE PUNCH	2.32
<u>INVOICES TOTAL:</u>		<u>728.00</u>

1500-PLANNING & DEV SERVICES

** Indicates pre-issue check.

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523110-LEGAL PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	LEGAL NOTICES	211.50
1 PADDOCK PUBLICATIONS INC	PUBLIC HEARING NOTICE	556.20
INVOICES TOTAL:		767.70

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	I-PASS AUTO-REPLENISHMENT	40.00
INVOICES TOTAL:		40.00

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SEMINAR REGISTRATION FEES	330.00
** 1 KANE COUNTY PLANNERS	FORUM REGISTRATION	70.00
** 1 NORTHWEST BUILDING OFFICIALS AND	ANNUAL MEETING REGISTRATION	150.00
INVOICES TOTAL:		550.00

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	192.40
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	722.32
1 VERIZON WIRELESS	WIRELESS SERVICES	1,304.57
INVOICES TOTAL:		3,454.29

524240-IMPOUNDING ANIMALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY ANIMAL SERVICES	ANIMAL SERVICES - OCT 2022	180.00
INVOICES TOTAL:		180.00

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	734.27
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	610.26
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	778.65
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	407.77
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	230.20
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	123.40
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	394.95
** 1 CARDMEMBER SERVICE	LICENSE PLATE FEES/CAR GUN SAFE	484.89
1 MYD BARTLETT SG LLC	CAR WASH SERVICES	90.00
1 ULTRA STROBE COMMUNICATIONS INC	IDLE REPLACEMENT SWITCHES	33.90
INVOICES TOTAL:		3,888.29

** Indicates pre-issue check.

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530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	83.84
1 AMAZON CAPITAL SERVICES INC	BATTERIES	19.78
** 1 CARDMEMBER SERVICE	MAVERICK GROOMING FEES	65.00
1 TRACEY DENDINGER	BREAKFAST W/SANTA DECORATIONS	62.50
1 THE FINER LINE INC	ENGRAVED BRASS PLATE	25.00
1 MARK DRUGS PHARMACY	LUTHER K-9 MEDICINE	198.00
1 NORTHWESTERN UNIVERSITY	SPSC GRADUATION LUNCHEON	50.00
1 PORTER LEE CORPORATION	WHITE BARCODE LABELS	86.00
** 1 SAM'S CLUB	MATERIALS & SUPPLIES/DUES	433.06
1 WAREHOUSE DIRECT	INK CARTRIDGE	146.73
1 WAREHOUSE DIRECT	INK CARTRIDGE	128.92
1 WAREHOUSE DIRECT	INK CARTRIDGE	80.11
INVOICES TOTAL:		1,378.94

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE EAGLE UNIFORM CO	VELCRO POLICE PATCHES	104.00
INVOICES TOTAL:		104.00

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	MATERIALS & SUPPLIES/DUES	32.42
INVOICES TOTAL:		32.42

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AXON ENTERPRISE INC	TASER SUPPLIES	6,460.56
INVOICES TOTAL:		6,460.56

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	THERMAL CAMERAS/AIR FRESHENERS	19.27
1 STATE GRAPHICS	BUSINESS CARDS	65.62
1 WAREHOUSE DIRECT	TABLETOP HUMIDIFIER	71.17
1 WAREHOUSE DIRECT	PAPER TRIMMER/PENS	215.27
1 WAREHOUSE DIRECT	NOTARY STAMP	37.50
INVOICES TOTAL:		408.83

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRIAN CAMARATA	STAFF & COMMAND TRAINING	1,042.80
1 CITY OF ST CHARLES	ANNUAL SHOOTING RANGE FEE	1,200.00
1 STEPHANIE NOVARRO	CIT TRAINING EXPENSES	96.00
1 JACQUELINE SHIOLI	CIT TRAINING EXPENSES	96.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/20/2022

INVOICES TOTAL: 2,434.80

542000-PLANNING & RESEARCH

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SQUARESPACE ANNUAL RENEWAL	188.00
<u>INVOICES TOTAL:</u>		<u>188.00</u>

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CPR AED ECARDS	1,139.00
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	19.59
<u>INVOICES TOTAL:</u>		<u>1,158.59</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRITICAL REACH INC	APBNET ANNUAL SUPPORT FEE	770.00
<u>INVOICES TOTAL:</u>		<u>770.00</u>

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	202.00
1 LEAD INC	TOO GOOD FOR DRUGS KITS/WORKBOOKS	391.49
1 THE UPS STORE	SHIPPING CHARGES	47.01
<u>INVOICES TOTAL:</u>		<u>640.50</u>

545100-EMERGENCY MANAGEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	THERMAL CAMERAS/AIR FRESHENERS	892.00
<u>INVOICES TOTAL:</u>		<u>892.00</u>

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM FEES	900.00
1 TRANS UNION LLC	BACKGROUND CHECK FEES	162.72
<u>INVOICES TOTAL:</u>		<u>1,062.72</u>

570105-EQUITABLE SHARING EXPENSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CREDIT - SMIP PARKING FEE	-250.00
<u>INVOICES TOTAL:</u>		<u>-250.00</u>

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	2.10

** Indicates pre-issue check.

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1 VERIZON WIRELESS	WIRELESS SERVICES	279.23
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
1 VERIZON WIRELESS	WIRELESS SERVICES	237.67
		INVOICES TOTAL: 555.01

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	23.21
		INVOICES TOTAL: 23.21

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	5,898.01
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	120.00
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	420.00
1 REX RADIATOR SALES & DISTRIBUTION INC	VEHICLE MAINTENANCE	38.00
1 STANDARD EQUIPMENT COMPANY	VACTOR MAINTENANCE/REPAIRS	2,213.38
1 ULTRA STROBE COMMUNICATIONS INC	RADIO EQUIPMENT INSTALLATION	683.75
		INVOICES TOTAL: 9,373.14

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY DIVISION	TRAFFIC SIGNAL MAINTENANCE	5,529.05
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	1,049.40
		INVOICES TOTAL: 6,578.45

527112-SERVICE TO MAINTAIN STR LIGHTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMUND & NELSON CO	ADDED OUTLETS IN GAZEBO PARK	3,980.00
		INVOICES TOTAL: 3,980.00

527160-STREET SWEEPING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLEAN SWEEP	STREET SWEEPING SERVICES	10,100.00
		INVOICES TOTAL: 10,100.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUSTOM CONNECTION INC	MATERIALS & SUPPLIES	622.84
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	92.85
		INVOICES TOTAL: 715.69

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	2,028.19
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	248.17

** Indicates pre-issue check.

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INVOICES TOTAL: 2,276.36

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGES/SUPPLIES	124.95
1 WAREHOUSE DIRECT	PAPER/COFFEE/CREAMER	104.65
<u>INVOICES TOTAL:</u>		<u>229.60</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AL WARREN OIL COMPANY INC	MAINTENANCE SUPPLIES	2,995.41
1 ATLAS BOBCAT LLC	MAINTENANCE SUPPLIES	58.10
1 BUNGE'S TIRE & AUTO BARTLETT	CHIPPER TIRE REPAIRS	87.75
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	385.00
1 MONROE TRUCK EQUIPMENT INC	MAINTENANCE SUPPLIES	131.12
1 TERMINAL SUPPLY CO	MAINTENANCE SUPPLIES	68.35
1 WEST SIDE TRACTOR SALES	MAINTENANCE SUPPLIES	123.36
<u>INVOICES TOTAL:</u>		<u>3,849.09</u>

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M COMPANY	SIGN FABRICATION MATERIALS	2,821.21
1 AMPERAGE ELECTRICAL SUPPLY INC	STREET LIGHT FIXTURES	3,123.48
1 GRIMCO INC	MATERIALS & SUPPLIES	864.35
1 WELCH BROS INC	ASPHALT GRINDINGS	27.00
1 WELCH BROS INC	ASPHALT GRINDINGS	63.00
1 WELCH BROS INC	ASPHALT GRINDINGS	252.00
<u>INVOICES TOTAL:</u>		<u>7,151.04</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING SERVICES	235.00
<u>INVOICES TOTAL:</u>		<u>235.00</u>

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	LIGHTING SUPPLIES	129.80
1 GRAINGER	LIGHTING SUPPLIES	533.96
1 STEINER ELECTRIC COMPANY	LIGHTING SUPPLIES	808.55
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	410.47
<u>INVOICES TOTAL:</u>		<u>1,882.78</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA SEMINAR REGISTRATION	100.00
<u>INVOICES TOTAL:</u>		<u>100.00</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS PUBLIC WORKS	MEMBERSHIP RENEWAL	250.00
	INVOICES TOTAL:	250.00

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BAXTER & WOODMAN	WINDING CREEK PHASE 2 & 3	19,900.00
1 CHRISTOPHER B BURKE ENG LTD	MUNGER RD CULVERT REPLACEMENT	3,153.54
	INVOICES TOTAL:	23,053.54

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - NOV 2022	142.33
	INVOICES TOTAL:	142.33

2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARROW ROAD CONSTRUCTION CO	WATER MAIN REPLACEMENT PROJECT	784,478.91
	INVOICES TOTAL:	784,478.91

583040-208-CAR BALLFIELD PARKING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	RUZICKA LOT PAVING & DRAINAGE	1,348.00
	INVOICES TOTAL:	1,348.00

3000-DEBT SERVICE EXPENDITURES

547070-2017 GO BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2017 GO BOND PAYMENT	21,825.00
	INVOICES TOTAL:	21,825.00

547071-2017 GO BOND PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 UMB BANK N.A.	2017 GO BOND PAYMENT	275,000.00
	INVOICES TOTAL:	275,000.00

547077-2019 GO BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2019 GO BOND PAYMENT	92,375.00
	INVOICES TOTAL:	92,375.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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547078-2019 GO BOND PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 UMB BANK N.A.	2019 GO BOND PAYMENT	790,000.00
	INVOICES TOTAL:	790,000.00

547081-2021B GO BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2021B GO BOND PAYMENT	97,303.75
	INVOICES TOTAL:	97,303.75

547082-2021B GO BOND PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 UMB BANK N.A.	2021B GO BOND PAYMENT	340,000.00
	INVOICES TOTAL:	340,000.00

547083-2022A GO BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2022A GO BOND PAYMENT	116,437.50
	INVOICES TOTAL:	116,437.50

547084-2022A GO BOND PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 UMB BANK N.A.	2022A GO BOND PAYMENT	185,000.00
	INVOICES TOTAL:	185,000.00

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BANBURY FAIR PROPERTIES INC	FINAL CASH BOND REDUCTION	5,000.00
1 MUIRFIELD WEST LLC	SOIL EROSION/SEDIMENT BOND REFUND	34,956.90
1 PULTE HOME COMPANY LLC	BOND REFUND/1717 EASTFIELD DR	1,000.00
1 PULTE HOME COMPANY LLC	BOND REFUND/1729 EASTFIELD DR	6,500.00
1 PULTE HOME COMPANY LLC	BOND REFUND/1759 EASTFIELD DR	4,000.00
1 PULTE HOME COMPANY LLC	BOND REFUND/1786 EASTFIELD DR	7,800.00
1 PULTE HOME COMPANY LLC	BOND REFUND/1792 EASTFIELD DR	8,400.00
1 PULTE HOME COMPANY LLC	BOND REFUND/1708 EASTFIELD DR	1,000.00
	INVOICES TOTAL:	68,656.90

5000-WATER OPERATING EXPENSES

520025-DWC WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - OCTOBER 22	479,999.52
	INVOICES TOTAL:	479,999.52

** Indicates pre-issue check.

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522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SCADA PHONE SERVICE	36.88
1 OTM ENVIRONMENTAL SERVICES INC	WATER SYSTEM CHECKS/NOV 2022	11,500.00
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	11,846.92
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
	INVOICES TOTAL:	25,677.13

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	279.24
	INVOICES TOTAL:	279.24

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	827.50
	INVOICES TOTAL:	827.50

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DIXON ENGINEERING INC	AT&T SITE INSPECTION	1,750.00
	INVOICES TOTAL:	1,750.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	110.92
1 NICOR GAS	GAS BILL	84.24
1 NICOR GAS	GAS BILL	230.46
	INVOICES TOTAL:	425.62

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	140.00
1 STANDARD EQUIPMENT COMPANY	VACTOR MAINTENANCE/REPAIRS	2,213.38
	INVOICES TOTAL:	2,353.38

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,503.01
1 WELCH BROS INC	GRAVEL PURCHASE	152.25
1 WELCH BROS INC	GRAVEL PURCHASE	98.00
1 WELCH BROS INC	GRAVEL PURCHASE	642.25
	INVOICES TOTAL:	2,395.51

530100-MATERIALS & SUPPLIES

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

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INVOICES DUE ON/BEFORE 12/20/2022

1 CORE & MAIN LP	MATERIALS & SUPPLIES	124.46
1 WAREHOUSE DIRECT	HANGING FILES	37.26
1 WELCH BROS INC	MATERIALS & SUPPLIES	258.52
	INVOICES TOTAL:	420.24

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	549.91
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	187.68
	INVOICES TOTAL:	737.59

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGES/SUPPLIES	124.96
1 WAREHOUSE DIRECT	PAPER/COFFEE/CREAMER	104.65
	INVOICES TOTAL:	229.61

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	DECEMBER BILLS POSTAGE	2,905.00
	INVOICES TOTAL:	2,905.00

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS	4,768.40
	INVOICES TOTAL:	4,768.40

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - NOV 2022	142.33
	INVOICES TOTAL:	142.33

547072-DWC CAPITAL BUY IN PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - OCTOBER 22	36,196.20
	INVOICES TOTAL:	36,196.20

547079-2021A GO BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2021A GO BOND PAYMENT	260,200.00
	INVOICES TOTAL:	260,200.00

547080-2021A GO BOND PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 UMB BANK N.A.	2021A GO BOND PAYMENT	610,000.00
	INVOICES TOTAL:	610,000.00

** Indicates pre-issue check.

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5090-WATER CAPITAL PROJECTS EXP

581031-LEAK SURVEY/REPAIR

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	772.00
	INVOICES TOTAL:	772.00

5100-SEWER OPERATING EXPENSES

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	279.24
	INVOICES TOTAL:	279.24

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	736.80
	INVOICES TOTAL:	736.80

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	494.21
1 NICOR GAS	GAS BILL	50.65
1 NICOR GAS	GAS BILL	170.36
1 NICOR GAS	GAS BILL	51.26
1 NICOR GAS	GAS BILL	52.28
1 NICOR GAS	GAS BILL	162.42
1 NICOR GAS	GAS BILL	54.85
1 NICOR GAS	GAS BILL	53.10
1 NICOR GAS	GAS BILL	96.38
1 NICOR GAS	GAS BILL	68.32
	INVOICES TOTAL:	1,253.83

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	5,359.77
	INVOICES TOTAL:	5,359.77

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERSTATE BILLING SERVICE INC	VEHICLE MAINTENANCE	126.10
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	140.00
1 STANDARD EQUIPMENT COMPANY	VACTOR MAINTENANCE/REPAIRS	2,213.38
	INVOICES TOTAL:	2,479.48

530100-MATERIALS & SUPPLIES

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

**VILLAGE OF BARTLETT
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**	1	CARDMEMBER SERVICE	P.W. LUNCHEON	90.20
	1	HINCKLEY SPRING WATER CO	DISTILLED WATER	51.06
	1	PRO CHEM INC	CLEANING SUPPLIES/NITRILE GLOVES	1,136.25
	1	ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	5.66
				<u>INVOICES TOTAL:</u> 1,283.17

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	1,152.82
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	187.68
		<u>INVOICES TOTAL:</u> 1,340.50

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	2,471.80
1 HAWKINS INC	CHEMICAL SUPPLIES	2,663.80
		<u>INVOICES TOTAL:</u> 5,135.60

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	DECEMBER BILLS POSTAGE	2,905.00
		<u>INVOICES TOTAL:</u> 2,905.00

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEE	150.00
1 USA BLUE BOOK	MAINTENANCE SUPPLIES	878.28
1 VORTEX TECHNOLOGIES INC	METER CALIBRATION FEES	3,080.00
		<u>INVOICES TOTAL:</u> 4,108.28

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEBMARC DOORS INC	EQUIPMENT INSTALLATION	2,595.65
		<u>INVOICES TOTAL:</u> 2,595.65

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
**	1 CARDMEMBER SERVICE	IWEA SEMINAR REGISTRATION	200.00
		<u>INVOICES TOTAL:</u> 200.00	

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - NOV 2022	142.34
		<u>INVOICES TOTAL:</u> 142.34

** Indicates pre-issue check.

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547075-2019 SEWER BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2019 GO BOND PAYMENT	140,450.00
INVOICES TOTAL:		140,450.00

547076-2019 SEWER BOND-PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 UMB BANK N.A.	2019 GO BOND PAYMENT	275,000.00
INVOICES TOTAL:		275,000.00

5190-SEWER CAPITAL PROJECTS EXP

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOSEPH J HENDERSON & SON INC	BITTERSWEET WRF IMPROVEMENTS	2,613,667.86
INVOICES TOTAL:		2,613,667.86

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY LIFT STATION	5,667.00
INVOICES TOTAL:		5,667.00

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	400.00
INVOICES TOTAL:		400.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	131.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	40.25
1 NICOR GAS	GAS BILL	88.54
1 NICOR GAS	GAS BILL	228.59
1 VERIZON WIRELESS	WIRELESS SERVICES	42.07
INVOICES TOTAL:		531.35

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	METRA INTERNET SERVICE	62.35
INVOICES TOTAL:		62.35

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRAFFIC SAFETY WAREHOUSE	PAPER ROLLS FOR PAY STATIONS	307.63

** Indicates pre-issue check.

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INVOICES TOTAL: 307.63

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - NOV 2022	288.34
1 ROSCOE CO	MATS	302.10
		<u>INVOICES TOTAL: 590.44</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	407.26
1 NICOR GAS	GAS BILL	802.44
		<u>INVOICES TOTAL: 1,209.70</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	LASER PRINTER	149.98
		<u>INVOICES TOTAL: 149.98</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	PIN 06-34-100-026-0000	13.26
		<u>INVOICES TOTAL: 13.26</u>

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
		<u>INVOICES TOTAL: 100.00</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	218.44
1 NICOR GAS	GAS BILL	267.48
		<u>INVOICES TOTAL: 485.92</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,117.16
		<u>INVOICES TOTAL: 1,117.16</u>

** Indicates pre-issue check.

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534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEKANE EQUIPMENT CORPORATION	MAINTENANCE SUPPLIES	745.47
1 NAPA AUTO PARTS	LATE FEES	1.01
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	96.91
INVOICES TOTAL:		843.39

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FAULKS BROS CONSTRUCTION INC	TOPDRESSING SAND	2,181.74
1 L & M GREENHOUSES	CHRISTMAS WREATHS	181.01
INVOICES TOTAL:		2,362.75

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	100.00
1 A MAESTRANZI SONS	SLICER BLADE SHARPENING	50.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - NOV 2022	38.33
INVOICES TOTAL:		188.33

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	133.74
INVOICES TOTAL:		133.74

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN BEVERAGE CO	BEER PURCHASE	128.20
1 GRECO AND SONS INC	FOOD PURCHASE	50.00
INVOICES TOTAL:		178.20

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	MATERIALS & SUPPLIES/DUES	32.42
INVOICES TOTAL:		32.42

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 ALSCO	LINEN SERVICES	178.04
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	58.00

** Indicates pre-issue check.

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1 MULTISYSTEM MANAGEMENT COMPANY INC JANITORIAL SERVICES - NOV 2022	38.33
INVOICES TOTAL:	294.37

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	133.74
INVOICES TOTAL:		133.74

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	150.00
INVOICES TOTAL:		150.00

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	299.39
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	31.45
1 GRECO AND SONS INC	FOOD PURCHASE	452.66
1 GRECO AND SONS INC	FOOD PURCHASE	327.27
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	862.93
INVOICES TOTAL:		1,973.70

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TK ELEVATOR CORPORATION	ELEVATOR SERVICE AGREEMENT	672.79
INVOICES TOTAL:		672.79

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	GIS AUTOMATION/MDM FEES	89.03
1 COMCAST	INTERNET SERVICE	91.90
1 KNOWBE4 INC	SECURITY AWARENESS SUBSCRIPTION	3,344.00
1 SCADATA HOLDINGS	TECH SUPPORT/SOFTWARE SET UP	125.00
1 SHI	FORTIANALYZER SUPPORT RENEWAL	895.00
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,090.90
INVOICES TOTAL:		6,635.83

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING SERVICES	285.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - NOV 2022	3,864.00
INVOICES TOTAL:		4,149.00

** Indicates pre-issue check.

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524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	590.14
1 VERIZON WIRELESS	WIRELESS SERVICES	779.35
INVOICES TOTAL:		1,369.49

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	278.90
1 NICOR GAS	GAS BILL	1,057.26
INVOICES TOTAL:		1,336.16

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	GIFT BAGS FOR GIVING TREE GIFTS	23.75
1 AMAZON CAPITAL SERVICES INC	SURGE PROTECTOR	160.00
1 AMAZON CAPITAL SERVICES INC	WIRELESS DISPLAY ADAPTER	48.99
** 1 CARDMEMBER SERVICE	RETIREMENT PARTY SUPPLIES	83.58
** 1 SAM'S CLUB	MATERIALS & SUPPLIES/DUES	264.21
1 WAREHOUSE DIRECT	HOT CUPS	124.33
1 WAREHOUSE DIRECT	PAPER	613.80
1 WAREHOUSE DIRECT	HAND SOAP	167.46
INVOICES TOTAL:		1,486.12

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER RELOCATION FEES	420.00
1 TOWN & COUNTRY GARDENS EL	FLOWERS	81.99
1 TOWN & COUNTRY GARDENS EL	FLOWERS	590.96
INVOICES TOTAL:		1,092.95

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	1.44
1 KONICA MINOLTA BUSINESS	COPIER FOR FINANCE	6,598.20
INVOICES TOTAL:		6,599.64

7200-BLUFF CITY SSA DEBT SERV EXP

547004-SSA BOND INTEREST EXPENSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUFF CITY LLC	BLUFF CITY SSA DEBT SERVICE PYMT	36,200.00
INVOICES TOTAL:		36,200.00

547005-SSA BOND PRINCIPAL PAYMENT

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

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** 2 BLUFF CITY LLC	BLUFF CITY SSA DEBT SERVICE PYMT	460,000.00
	INVOICES TOTAL:	460,000.00

GRAND TOTAL: 7,930,593.22

GENERAL FUND	134,683.96
MOTOR FUEL TAX FUND	785,826.91
DEBT SERVICE FUND	1,917,941.25
DEVELOPER DEPOSITS FUND	68,656.90
WATER FUND	1,430,079.27
SEWER FUND	3,062,604.52
PARKING FUND	1,301.33
GOLF FUND	9,957.10
CENTRAL SERVICES FUND	23,341.98
BLUFF CITY SSA DEBT SERV FUND	496,200.00
GRAND TOTAL	7,930,593.22

** Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT
 CASH & INVESTMENT REPORT
 FISCAL YEAR 2022/23 as of October 31, 2022

Fund	9/30/2022	Receipts	Disburse- ments	10/31/2022
General	24,280,822	2,384,033	1,931,076	24,733,779
MFT	6,005,781	152,380	52,515	5,105,646
Debt Service	2,345,121	21,093	0	2,366,214
Capital Projects	5,090,847	132	0	5,090,979
Municipal Building	1,066,614	59,458	0	1,126,072
Developer Deposits	2,450,734	1,401	15,750	2,436,385
59 & Lake TIF	0	0	11,141	(11,141)
BC Municipal TIF	1,875,710	20,387	31,901	1,864,195
Bluff City TIF Municipal	232,986	8,584	0	241,570
Water	6,762,969	1,277,515	790,290	7,250,195
Sewer	24,000,921	2,798,849	2,690,288	24,109,482
Parking	(160,091)	7,011	7,707	(160,788)
Golf	(88,593)	228,690	199,993	(59,896)
Central Services	807,747	121,602	71,448	857,901
Vehicle Replacement	3,964,338	168,618	0	4,132,956
TOTALS	78,635,906	7,249,753	5,802,109	80,083,550

Detail of Ending Balance				
	Cash	Investments	Assets/Liab.	Net
	7,005,377	16,498,209	1,230,193	24,733,779
	1,425,544	3,352,424	1,327,677	6,105,646
	640,814	1,724,816	583	2,366,214
	11,531	31,036	5,048,413	5,090,979
	229,191	616,890	279,991	1,126,072
	19,596	4,346,283	(1,929,494)	2,436,385
	238,225	641,206	(890,571)	(11,141)
	512,832	1,380,341	(28,978)	1,864,195
	65,438	176,132	1	241,570
	2,366,801	6,370,217	(1,486,823)	7,250,195
	1,244,091	3,348,328	19,517,063	24,109,482
	0	0	(160,788)	(160,788)
	0	0	(59,896)	(59,896)
	198,652	534,693	124,556	857,901
	528,152	1,421,575	2,183,230	4,132,956
TOTALS	14,486,242	40,442,150	25,155,158	80,083,550

BC Project TIF	10,046,141	647,234	497,500	10,195,875
Bluff City Project TIF	983,895	133,412	0	1,117,307
Bluff City SSA Debt Srv.	496,897	1,181	0	498,078
Police Pension	54,000,367	(1,752,848)	245,194	52,002,324


 Todd Dowden
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
FISCAL YEAR 2022/23 as of October 31, 2022

Fund	Revenues			Expenditures				
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	19,118,166	27,110,465	70.52%	66.87%	15,385,170	30,083,547	51.14%	50.89%
MFT	1,321,548	2,105,128	62.78%	53.43%	368,277	2,870,000	12.83%	17.63%
Debt Service	1,781,214	2,966,810	60.04%	77.59%	337,056	2,962,167	11.38%	16.35%
Capital Projects	2,781,907	2,763,462	100.67%	100.00%	500,000	500,000	100.00%	0.00%
Municipal Building	120,166	2,004,200	6.00%	57.00%	0	476,000	0.00%	0.12%
Developer Deposits	13,823	172,500	8.01%	23.59%	15,750	241,958	6.51%	0.00%
Bluff City SSA	3,943	947,509	0.42%	42.58%	29,413	981,925	3.00%	4.34%
59 & Lake TIF	0	61,000	0.00%	0.00%	11,141	61,000	18.26%	0.00%
Bluff City Municipal TIF	71,199	60,100	118.47%	112.90%	0	105,000	0.00%	0.00%
Bluff City Project TIF	1,109,316	2,100,500	52.81%	30.57%	0	2,100,000	0.00%	0.00%
Brewster Creek Municipal TIF	894,703	1,015,500	88.10%	139.11%	278,507	2,119,354	13.14%	25.99%
Brewster Creek Project TIF	8,362,476	8,055,000	103.82%	77.74%	2,306,798	8,052,000	28.65%	12.00%
Water	6,909,398	12,812,500	53.93%	54.78%	4,034,617	14,582,092	27.67%	37.21%
Sewer	11,070,942	22,710,000	48.75%	14.84%	9,131,596	22,722,961	40.19%	11.04%
Parking	30,334	50,000	60.67%	17.83%	53,155	239,902	22.16%	27.14%
Golf	2,011,989	2,507,558	80.24%	75.23%	1,492,743	2,496,920	59.78%	55.34%
Central Services	729,707	1,456,154	50.11%	49.99%	769,947	1,553,135	49.57%	42.87%
Vehicle Replacement	547,090	704,992	77.60%	49.03%	451,626	989,000	45.66%	12.68%
Police Pension	(2,139,551)	7,061,621	-30.30%	94.95%	1,438,136	3,487,530	41.24%	23.53%
Subtotal	54,738,371	96,664,999	56.63%	57.31%	36,603,932	96,624,491	37.88%	27.62%
Less Interfund Transfers	(5,443,316)	(4,772,975)	114.04%	60.13%	(5,443,316)	(4,772,975)	114.04%	60.74%
Total	49,295,055	91,892,024	53.64%	57.14%	31,160,616	91,851,516	33.92%	25.88%

VILLAGE OF BARTLETT TREASURER'S REPORT
 MAJOR REVENUE BUDGET COMPARISONS
 FISCAL YEAR 2022/23 as of October 31, 2022

Fund	Actual	Current Year		Prior YTD %
		Budget	Percent	
Property Taxes	7,086,584	11,629,537	60.94%	79.82%
Sales Taxes (General Fund)	1,858,298	3,400,000	54.66%	49.68%
Income Taxes	3,693,582	5,400,000	68.40%	67.23%
Telecommunications Tax	216,988	410,000	52.92%	45.97%
Home Rule Sales Tax	1,345,656	2,500,000	53.83%	51.89%
Real Estate Transfer Tax	494,728	850,000	58.20%	101.49%
Use Tax	804,512	1,600,000	50.28%	85.11%
Building Permits	613,458	650,000	94.38%	74.29%
MFT	843,093	1,650,000	51.10%	55.48%
Water Charges	6,623,906	12,600,000	52.57%	54.89%
Sewer Charges	3,603,734	6,550,000	55.02%	53.36%
Interest Income	199,474	38,300	520.82%	0.17%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2022/23 as of October 31, 2022

Fund	Current Year		Percent
	Actual	Budget	
Golf Program			
Revenues	1,222,512	1,430,558	85.46%
Expenses	814,564	1,397,786	58.28%
Net Income	407,948	32,772	1244.81%
F&B - Restaurant			
Revenues	124,881	149,000	83.81%
Expenses	247,326	365,622	67.65%
Net Income	(122,445)	(216,622)	56.52%
F&B - Banquet			
Revenues	511,306	780,000	65.55%
Expenses	364,767	667,812	54.62%
Net Income	146,539	112,188	130.62%
F&B - Midway			
Revenues	153,291	148,000	103.57%
Expenses	66,087	65,700	100.59%
Net Income	87,203	82,300	105.96%
Golf Fund Total			
Revenues	2,011,989	2,507,558	80.24%
Expenses	1,492,743	2,496,920	59.78%
Net Income	519,246	10,638	4881.05%

Sales Taxes

Month	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 21/23
May	143,188	125,055	141,609	161,850	159,411	167,379	156,194	160,850	185,540	220,859
June	162,596	153,553	170,308	178,006	186,494	194,753	187,952	183,798	277,635	281,954
July	173,657	178,983	170,734	181,943	201,320	200,041	205,572	198,797	274,678	303,057
August	191,196	200,051	200,031	224,385	219,629	227,783	232,110	209,005	331,855	338,161
September	186,097	188,547	193,484	211,186	224,268	218,236	220,524	233,289	325,874	334,152
October	184,425	190,872	204,424	209,930	215,328	211,089	262,349	221,535	299,302	380,114
November	186,229	181,445	198,880	206,205	208,760	215,922	227,334	202,764	304,608	
December	170,530	188,055	212,286	212,435	219,639	196,081	214,284	236,916	314,214	
January	174,037	179,846	204,437	207,123	221,599	221,276	243,184	208,079	282,703	
February	149,669	160,774	170,190	201,075	206,836	196,714	186,495	199,411	312,927	
March	210,506	187,865	194,219	190,934	196,530	181,590	203,051	203,477	308,392	
April	151,678	141,054	149,630	167,837	180,413	170,866	193,930	211,072	247,260	
Total	2,083,807	2,076,100	2,210,232	2,352,909	2,440,227	2,401,729	2,532,977	2,468,994	3,464,989	1,858,298
% increase	1.73%	-0.37%	6.46%	6.46%	3.71%	-1.58%	5.46%	-2.53%	40.34%	27.00%
Budget	2,010,000	2,075,000	2,115,000	2,205,000	2,400,000	2,425,000	2,460,000	2,575,000	3,400,000	3,400,000

Return Back

Warrant/EFT#: EF 0016889

Fiscal Year	2023	Issue Date	10/06/22	
Warrant Total	\$380,114.27	Warrant Status		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A2261576	3A2261576	\$380,114.27

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$380,114.27	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 10/05/2022
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: JUL. 2022 COLL MO: AUG. 2022 VCHR MO: OCT. 2022
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

MOTOR FUEL TAX

Month	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
May	106,665	89,988	93,139	91,478	86,848	83,590	96,769	134,647	138,706
June	80,212	58,408	58,737	72,645	79,592	76,204	99,562	138,322	143,599
July	89,915	103,948	94,278	95,252	93,416	95,250	121,837	137,127	140,615
August	61,056	100,154	89,533	89,970	90,079	137,033	142,172	148,687	135,008
September	83,006	67,441	79,032	79,527	75,247	148,846	132,059	142,475	146,887
October	89,337	87,626	91,489	91,053	98,725	136,575	130,305	131,236	139,533
November	90,552	101,486	93,216	92,796	92,950	153,788	131,647	144,611	
December	103,771	93,002	97,757	91,055	89,502	180,890	136,795	153,239	
January	97,525	89,828	92,928	93,233	89,403	128,180	119,239	140,177	
February	74,031	90,531	88,602	80,765	81,313	126,802	112,605	96,768	
March	37,978	77,861	75,544	80,062	77,761	131,268	116,673	137,179	
April	95,841	93,782	90,224	94,326	91,212	122,218	135,751	138,279	
Subtotal	1,009,889	1,054,055	1,044,479	1,052,164	1,046,048	1,520,643	1,475,415	1,642,746	844,348
Plus:									
High Growth	37,682	37,743	37,801	37,266	36,909	9,192	89,348	61,771	
Jobs Now	359,592								
Rebuild Illinois									
Total	1,407,163	1,091,798	1,082,280	1,089,430	1,082,957	1,529,835	2,922,648	2,609,773	1,296,976
Budget	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000	1,715,000	1,620,000	1,650,000
Annual Inc in \$									
only MFT Allocations	-0.73%	4.37%	-0.91%	0.74%	-0.58%	45.37%	-2.97%	11.34%	6.32%



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

November 2, 2022

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR OCTOBER, 2022

Beginning Unobligated Balance		\$8,232,146.86
Motor Fuel Tax Fund Allotment	\$79,339.84	
MFT Transportation Renewal Fund Allotment	\$60,193.47	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$139,533.31
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$8,371,680.17

PROCESSED TRANSACTIONS:

LGDF (Local Government Distributive Fund) - Local Share of State Income Tax Revenue

The local municipalities share of the state income tax is not a grant, but is part of an irrevocable commitment to municipalities in return for their support in creating a state income tax in 1969.

Month	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
May	409,164	385,165	517,788	703,098	622,835	738,677	562,075	552,308	565,171	827,513	415,461	693,410	1,304,763
June	218,172	245,987	272,230	238,871	231,987	306,761	268,673	285,636	261,088	258,429	257,341	608,397	383,282
July	306,618	318,662	349,582	365,845	383,947	432,821	383,442	377,861	353,016	386,474	408,647	545,787	647,045
August	201,020	219,229	219,366	227,299	223,978	251,174	223,293	180,579	259,137	277,037	558,708	306,468	333,265
September	206,152	211,017	217,593	221,748	219,026	239,229	243,902	212,997	252,907	245,191	316,571	323,647	362,169
October	299,619	335,157	342,618	386,875	390,808	420,455	360,422	324,300	393,064	437,466	458,423	588,142	663,057
November	225,490	213,448	258,884	256,145	263,481	277,231	241,907	244,065	283,096	285,514	309,760	337,156	419,871
December	249,379	200,970	213,647	204,452	198,121	216,813	219,162	214,871	234,648	269,799	274,242	314,565	
January	284,311	298,588	331,177	378,611	335,683	406,804	354,337	313,145	341,897	377,110	436,922	560,065	
February	351,345	344,257	390,939	401,803	500,840	445,170	409,813	453,275	411,330	388,526	461,926	698,349	
March	175,237	229,674	219,213	229,493	218,490	257,723	214,499	227,873	247,673	288,908	318,357	302,694	
April	301,466	356,610	380,648	401,317	446,490	398,780	413,655	349,908	397,816	424,333	507,617	646,664	
Total	3,227,973	3,358,764	3,713,686	4,015,557	4,035,686	4,391,638	3,895,179	3,736,819	4,000,843	4,466,301	4,723,974	5,925,343	4,113,453

LGDF @ 10% 4,951,731 5,597,940 6,189,477 6,692,595 6,240,385 5,489,548 4,868,974 6,145,469 7,037,087 7,767,480 7,855,193 9,777,794 6,740,237

DIFFERENCE (1,733,758) (2,239,176) (2,475,791) (2,677,038) (2,204,699) (1,097,910) (973,795) (2,408,650) (3,301,179) (3,131,219) (3,852,451) (2,626,784) (31,758,693)

LGDF Effective % Rate Changes

- 7/1/2010 - 10% to 6%
- 2/1/2015 - 6% to 8%
- 8/1/2017 - 8% to 5.45%
- 7/1/2018 - 5.45% to 5.75%
- 7/1/2020 - 5.75% to 6.06%
- 8/1/2022 - 6.06% to 6.16%

LGDF — Local Share of State Income Tax Revenue: A CRITICAL INVESTMENT IN ILLINOIS COMMUNITIES



LGDF IS A SUCCESSFUL FUNDING PARTNERSHIP

The Local Government Distributive Fund (LGDF) is a designated portion of state income tax revenues. Cities and counties currently receive a percentage of total state income tax revenues through this fund on a per capita basis.

Governor Richard Ogilvie enacted the state income tax in 1969. At that time, Governor Ogilvie needed the help of Chicago Mayor Richard J. Daley to achieve passage of the income tax through the Illinois General Assembly. The agreement between Mayor Daley and Governor Ogilvie ensured that enough legislators would support the income tax to win passage. A key element of the agreement was the establishment of revenue sharing, with local governments receiving a percentage of total income tax collections through LGDF. The Illinois Municipal League (IML) understands that this revenue-sharing policy was provided to local governments in lieu of allowing the imposition of local income taxes, which might vary from community to community.

REDUCTIONS IN LGDF CONTINUE

Until January 2011, 10% of total income tax collections was dedicated to LGDF for distribution to municipalities and counties. The percentage share of state income tax revenue was reduced from 10% to 6% following the enactment of the temporary income tax increase in 2011. The percentage share of state income tax revenue subsequently increased to 8% when the higher income tax rates declined in January 2015, based upon the schedule established by the temporary income tax law.



In July 2017, the income tax was permanently increased, and the local government share was reduced to 5.45% of individual income tax collections and 6.16% of corporate income tax collections for State Fiscal Year (SFY) 2018.

For SFY 2021 and 2022, the local government share was 6.06% of individual income tax collections and 6.845% of corporate income tax collections. In SFY 2023, the General Assembly increased the local government share to 6.16% of individual income tax collections, while the corporate portion remained unchanged.



It should be noted that the income tax increases of 2011 and 2017 did not increase revenues for local governments because the state reduced the local share percentage and kept 100% of the additional revenues raised through higher taxes.

LGDF SUPPORTS CORE SERVICES AND HELPS KEEP LOCAL TAXES LOW



In addition to funding everyday core services for Illinois citizens, LGDF distributions play a role in keeping the local tax burden low. Without LGDF, communities across Illinois would need to explore increases to other fees or taxes – including property taxes. It is widely believed that Illinois has a high property tax burden, and property tax rates would undoubtedly be worsened if LGDF reductions continue or increase.

LGDF PROVIDES OUTSTANDING VALUE FOR ILLINOIS TAXPAYERS

Sound fiscal management and efficient services at the local level make LGDF dollars the best return on investment that taxpayers can get. It's also a direct return of taxpayer dollars to their communities for programs and services they expect and deserve.

Illinois cities have managed LGDF revenue responsibly while receiving just a small portion of total income tax collections. This presents a compelling argument to drive additional value for taxpayers by increasing LGDF revenue. Additional LGDF revenue could be spent in a manner that can be seen and experienced by local taxpayers. Because local government is the level of government closest to the people, municipal taxpayers have more input into how LGDF dollars are spent to benefit their communities. LGDF revenues can also be used to help offset the growing costs incurred from unfunded state mandates.

IML opposes any reduction to LGDF as it only amplifies the fiscal challenges local governments face.



Illinois cities receive 6.16 cents of each dollar collected through the state individual income tax.

www.iml.org



VILLAGE OF BARTLETT LOCAL GOVERNMENT DISTRIBUTIVE FUND

TOTAL LOST REVENUE: \$26,536,813

In 2011, the General Assembly reduced the percentage of income tax revenue that is allocated to local governments, promising that these cuts would be a temporary shared sacrifice. Over a decade later, **LGDF** is still not restored. In Bartlett, our lost revenue totals **\$26,536,813**.

FUNDING FOR PUBLIC SAFETY & INFRASTRUCTURE

In Bartlett, Local Government Distributive Fund (LGDF) revenue is invested in the infrastructure and public safety services that our residents rely on every day.



- LGDF is allocated to the Village's General Fund expenses, supporting staff salaries and fundamental everyday services for Bartlett residents.
- In 2022, cannabis use tax and video gaming revenue made up only **11%** of the difference between our current and promised LGDF funding levels.
- Between 2009 and 2022, the State's total income tax (IT) receipts increased by **195%**.

UNFUNDED PROJECTS

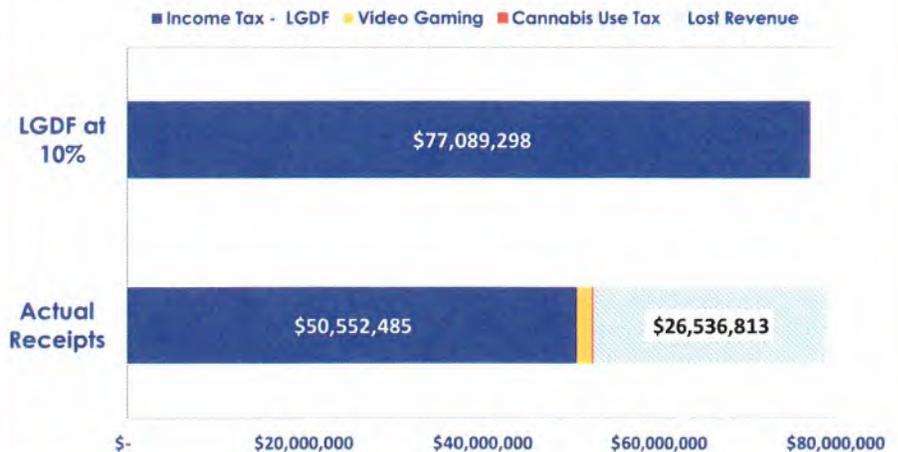
- **\$4.6 million** - Schick Bridge, West Branch of the DuPage River
- **\$900,000** - Ruzicka Memorial Park Parking Lot
- **\$1.95 million** - Bartlett Hills Golf Course Irrigation System

KEY FIGURES

- LGDF represents **20%** of our General Fund revenue.
- **\$2.2 million** for public safety pensions in 2022.
- **\$2.7 million** in projected costs for lead service line replacement.
- **\$530,000** for police body camera implementation.

BARTLETT LGDF FUNDING 2011 - 22

Total State IT Receipts 2011-22: \$240.51 Billion



WE ASK FOR YOUR SUPPORT TO RESTORE LGDF.



State Fiscal Year (SFY)	Individual Income Tax Rate		LGDF		LGDF		Date of Rate Change	Legislation	Notes
	Individual Income Tax Rate	% Rate	% Rate	Effective % Rate	% Rate	Effective % Rate			
2022	4.95%	6.06%	6.06%	6.06%	6.06%	7/1/2021 - 6/30/2022	SB 2017	"One-time" reduction removed	
2021	4.95%	6.06%	6.06%	6.06%	6.06%	7/1/2020 - 6/30/2021	HB 357	"One-time" reduction removed	
2020	4.95%	6.06%	6.06%	5.75%	5.75%	7/1/2019 - 6/30/2020	SB 1814	"One-time" 5% off the top reduction resulted in effective rate of 5.45% for SFY 2020	
2019	4.95%	6.06%	6.06%	5.75%	5.75%	7/1/2018 - 6/30/2019	HB 3342	"One-time" 5% off the top reduction resulted in an effective rate of 5.75% for SFY 2019	
2018	4.95%	8.00%	8.00%	5.45%	5.45%	8/1/2017 - 6/30/2018		"One-time" 10% off the top reduction resulted in an effective rate of 5.45% for SFY 2018	
2017	3.75%	8.00%	8.00%	8.00%	8.00%	7/1/2017 - 7/31/2017	SB 9		
2016	3.75%	8.00%	8.00%	8.00%	8.00%	7/1/2016 - 6/30/2017	N/A - Budget Impasse		
2015	3.75%	8.00%	8.00%	8.00%	8.00%	7/1/2015 - 6/30/2016	N/A - Budget Impasse		
2014	5.00%	6.00%	6.00%	8.00%	8.00%	2/1/2015 - 6/30/2015	SB 220	Rate increased to 8.00% on February 1, 2015 due to expiration of temporary income tax increase	
2013	5.00%	6.00%	6.00%	6.00%	6.00%	7/1/2014 - 1/31/2015	SB 1329		
2012	5.00%	6.00%	6.00%	6.00%	6.00%	7/1/2013 - 6/30/2014	SB 3802		
2011	5.00%	6.00%	6.00%	6.00%	6.00%	7/1/2012 - 6/30/2013	SB 335		
2010	3.00%	10%	10%	6.00%	6.00%	7/1/2011 - 6/30/2011	SB 220		
				10%	10%	7/1/2010 - 1/31/2011	SB 1912		
						7/1/09 - 6/30/2010			

Last updated on March 14, 2022



Agenda Item Executive Summary

Item Name Regulation of Political Signs on Residential Property Text Amendment Committee or Board Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

The Village has state statutory limitations regarding the regulation of political signs on residential property. Currently, the Village Code treats political signs as temporary signs, however, political signs are unique and don't fit the parameters of a typical temporary sign. The limitations in the statute do not have clear definitions and we asked for a legal review to give us guidance on how best to regulate political signs within the statute. The ability of the village to regulate political signs fall within two areas, the number of signs allowed and the size of the signs allowed on residential lots.

The Committee of the Whole reviewed the draft text amendment at their meeting on November 15, 2022. The Committee directed staff to increase the maximum size for a political sign to sixteen (16) square feet on a residential property and forwarded this item onto the Planning & Zoning Commission to conduct the required public hearing.

The Planning & Zoning Commission reviewed the proposed text amendment and conducted the required public hearing at their special meeting on December 8, 2022. The Planning & Zoning Commission recommended approval of the text amendment with the maximum sixteen (16) square foot size limitation.

This item is being forwarded to the directly to the Village Board for a final vote.

ATTACHMENTS (PLEASE LIST)

Ancel Glink Memorandum, minutes of the P&Z December 8, 2022 meeting, ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approve Ordinance #2022-____ An Ordinance Amending the Bartlett Zoning Ordinance Regarding Sign Regulations
- Motion

Staff: Kristy Stone, PDS Director

Date: 12.13.2022



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kasprooth@ancelglink.com
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(F) 847.247.7405

MEMORANDUM

To: Village Board of Trustees
Kristy Stone, Planning & Development Services Director

From: Kurt S. Asprooth
Erin M. Monforti

Subject: Regulation of Political Signs on Residential Property

Date: November 28, 2022

I. Introduction

We have been asked to review and analyze the Village of Bartlett Code of Ordinances (the “Village Code”) and provide guidance on the regulation of political signs on residential property within the Village. This memo will provide a summary of the limitations imposed on the Village regarding political signage, along with a proposed amendment to the Village Code to ensure the Village is regulating political signage within those limitations.

II. Statutory Limitation on the Regulation of Political Signs.

In June 2010, the Illinois General Assembly passed Public Act 96-0904 (the “Act”), amending the Illinois Municipal Code, 65 ILCS 5/11-13-1(12). The Act, effective since January 1, 2011, restricts Illinois municipalities’ authority to regulate political signs within their corporate limits:

“[T]he corporate authorities in each municipality have the following powers:

...
(12) to establish local standards solely for the review of the exterior design of buildings and structures, excluding utility facilities and outdoor off-premises advertising signs, and designate a board or commission to implement the review process; *except that, other than reasonable restrictions as to size, no home rule or non-home rule municipality may prohibit the display of outdoor political campaign signs on residential property during any period of time, the regulation of these signs being a power and function of the State, and therefore, this item (12) is a denial and limitation of concurrent home rule powers and functions under subsection (i) of Section 6 of Article VII of the Illinois Constitution.*”

65 ILCS 5/11-13-1(12).

The Act clearly preempts the ability of the Village to prohibit or restrict political signage on residential property during any period of time. Further, the Act includes an express preemption and denial of home rule authority to regulate political signs on residential property in conflict with the Act. As such, the Village is still bound to follow this statutory limitation despite the Village's home rule status.

While the Act preempts the Village from prohibiting political signs on residential property, the Village may still enact "reasonable restrictions as to size." No definition of a "reasonable restriction as to size" was included in the Act. Further, the Act did not specify whether a size restriction could only be applied to individual signs, or whether a size restriction could be applied to the cumulative or aggregate size of all signs on a property.

However, the debates in the Illinois General Assembly on the Act shed light on this issue. Clarifying the purpose and scope of the proposed legislation, the bill sponsor, Representative Mike Tryon, indicated the following:

"[Tryon]: The Supreme Court, the U.S. Supreme Court, has ruled that it's unconstitutional to be able to regulate political signs and content or the timeframe they have . . . So this essentially would codify the Supreme Court ruling." Ill. Gen. Assemb. 96, H. Deb., 110th Legis. Day, at 28 (Mar. 10, 2010).

Representative Tryon further engaged in a discussion of the bill with Representative Jack Franks:

"[Franks]: [Municipalities] can regulate the size.
[Tryon]: They can regulate size. They have that authority now.
[Franks]: But they cannot . . . but they cannot regulate the time.
[Tryon]: They can't regulate content or time.
[Franks]: Can they regulate how many signs I can have in my yard?
[Tryon]: They cannot regulate how many signs you have in your [yard].
. . .
[Franks]: So you can have as many signs as you want. They can say whatever they want for how long you want.
[Tryon]: That's correct."
Ill. Gen Assemb. 96, H. Deb. 110th Legis. Day, at 30–31 (Mar. 10, 2010).

Based on this legislative history, the intent of the Act was to allow municipalities to regulate only the size of *individual* political signs. A size restriction cannot be used to directly limit the *number* of signs on a residential property. While not directly expressed in the legislative history, it seems that the General Assembly wanted to ensure that individuals have the right to erect as many signs on their residential property as there are candidates or referendums on the ballot.

So, we believe any size restriction that is applied to the aggregate or cumulative size of all political signs on a property would run afoul of the Act. Such a restriction would indirectly limit the number of signs that a resident could place on their property. Instead, we recommend imposing limitations

on how large individual signs can be, which falls squarely within the Village's authority under the Act.

III. Current Village Code Provisions.

In the Village Code, political signs are defined as “[a]ny sign encouraging the election or defeat of any candidate seeking any political office or encouraging the passage or defeat of any ballot measure.” Bartlett, Ill., Code § 10-12-3. Temporary signs are defined as “[a] sign, banner, or other advertising device or display construction of cloth, canvas, cardboard, wallboard, or other light temporary materials, with or without a structural frame, intended for a temporary period of display, such as decorative displays for holidays or public demonstrations.” *Id.* The Village Code exempts temporary political signs from the Village's sign permit requirements. 10-12-4(L).

Political signs are generally treated as temporary signs, even though the Act limits the ability of any municipality to regulate the time period that such signs are maintained. While temporary political signs are exempt from the Village's permitting requirements, they are still subject to the Village's general temporary sign regulations. The Village's temporary sign regulations (Section 10-12-6(G)) limit the display of temporary signs to (1) a period not to exceed 90 days; (2) no more than six (6) square feet in residential districts; and (3) no more than four (4) signs, none of which may exceed six square feet per sign, or twenty-four (24) feet in the aggregate, on each residential lot.

IV. Proposed Text Amendment

The current temporary sign restrictions on duration (90 days), number (4 signs), and aggregate size (24 square feet) cannot be applied to political signs on residential property, as discussed above. Given the unique status of political signs under the Illinois Municipal Code, we recommended adding a specific provision to the Village Code governing political signs separate and apart from temporary signs. Based on initial discussions of this issue at the Committee of the Whole Meeting of the Village Board, we propose the following text amendment to govern political signs on residential property:

- I. Political Signs on Residential Property:*
 - 1. There will be no limit on the number of political signs that may be erected on a residential lot within the Village.*
 - 2. No political sign on a residential lot within the Village may exceed sixteen (16) square feet in area or six (6) feet in height.*
 - 3. Political signs must be located entirely on private property pursuant to the owner's consent, except as otherwise allowed by law.*

We also recommend including a separate exemption for political signs under Section 10-12-4 that is distinct from the current exemption that includes political signs with temporary signs.

We would also like to note that recent decisions from the Supreme Court have limited the ability of municipalities to enforce sign restrictions based on content. Any distinction between signs based on their content is now subject to strict scrutiny. See *Reed v. Town of Gilbert*, 576 U.S. 155 (2015). The Supreme Court has somewhat backed away from the strict “need to read” test set forth in the *Reed* decision, and has opened the door to municipal regulations that distinguish between off-premises and on-premises signage. *City of Austin v. Regan Nat’l Adver. Of Austin, LLC*, 142 S. Ct. 1464 (2022). However, we still recommend revising the Village’s sign regulations to eliminate any clear content-based distinctions, and instead focus on regulating the physical attributes and location of signs. While the proposed text amendment regarding political signs is a content-based distinction, that content-based distinction is mandated by Illinois law. The Village’s current sign regulations do contain many regulations that legally regulate the size, location, and other physical attributes of signs, regardless of content. However, the current sign regulations still contain several content-based restrictions that could be subject to challenge (such the exemption of “special display” signs for charitable or civic welfare purposes).

Once you have had a chance to review this memorandum and the proposed text amendment, we are happy to discuss this matter further.



Village of Bartlett
Planning and Zoning Commission
December 8, 2022

(#22-15) Political Signs

**The following exhibits were presented:
Exhibit A – Notification of Publication**

Kurt Asprooth, Ancel Glink, 140 S Dearborn St, Suite 600, Chicago, Il came forward and was sworn in by **M. Werden**. **K. Asprooth** stated that there is a provision in the State code that preempts all municipalities home rule and non-home rule from regulating political signage on residential property. The Village cannot prevent anyone from putting up a political sign in their front yard in any way. The only power that any municipality in the State of Illinois has is to enforce reasonable size restrictions. We looked at the current Village Zoning Ordinance and there are some carve outs for political signs, but there are still some impermissible restrictions on political signs including a limitation on the number of signs and a limitation on the time period for how long those signs can be up. We did look at the legislative history when this law was passed in 2011 to clarify exactly what the legislature was intending with this law. They made it very clear that any number of signs is permissible and that we cannot prevent anyone from having 25 political signs in the front yard. Although not directly expressed, we think the goal was that there might be 20 races on the ballot or 10 referendum questions on the ballot and the State Legislature wanted a residential property owner to be able to have a sign for each race if they chose to do so. The legislature also limits the ability for the Village to say how long those signs can be up. A lot of people will leave political signs up for a long time after an election and signs become outdated. We know that is a concern. The Village cannot say when a political sign has to be taken down after a certain period of time after an election. In the past, that was a pretty common provision in most zoning codes across the State. We cannot enforce a time restriction any longer. We did look at the code and wrote a draft Text Amendment to enforce the one restriction that we can regulate and that is the size of political signs for residential property. This does not apply to commercial or industrial properties. This draft size restriction will be a limit of 16 square feet for an individual sign. We have also included a height limitation of 6 feet to ensure that someone does not put a billboard in their yard. We also make it very clear that these signs must be on private property and not placed in the right-of-way. This is a situation where our hands are tied in many ways. We do not have a lot of discretion. We want to make sure that the zoning ordinance is clear not only for staff and for enforcement purposes, but also for residents to know what they can and cannot do when election season comes along. The intent of the legislature is to ensure that a resident can have as many political signs as they want. **G. Koziol** on residential property, after an election, we cannot enforce the removal of political signs and they could stay there forever? **K. Stone** correct. **G. Koziol** do we have the right to enforce the removal of signs on non-residential property? **K. Stone** yes, this only pertains to residential properties. **B. Bucaro** is the size of 16 square feet a normal size and is that the size that other villages allow as the one item that can be regulated? **K. Asprooth** we did a broad survey of what other communities allow for political signs. Some communities limit the size to 6 square feet, which is the standard yard sign size. Some communities allow very large signs. Hoffman Estates allows up to 32 square feet for a single political sign. At 16 square feet we are in the middle of what size other communities allow.



Village of Bartlett
Planning and Zoning Commission
December 8, 2022

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

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

J. Miaso made a motion to pass along **a positive recommendation** to the Village Board to approve case **(#22-15) Political Signs** text amendment.

Motioned by: J. Miaso

Seconded by: M. Sarwas

Roll Call

Ayes: B. Bucaro, C. Deveaux, J. Kapadoukakis, G. Koziol, J. Miaso, M. Sarwas, M. Werden

Nays: None

The motion carried.

ORDINANCE NO. 2022- _____

**AN ORDINANCE AMENDING THE BARTLETT ZONING ORDINANCE
REGARDING SIGN REGULATIONS**

WHEREAS, the Village of Bartlett ("**Village**") is an Illinois home rule municipal corporation organized and operating pursuant to Article VII of the Illinois Constitution of 1970, and has the authority to exercise any power and perform any function pertaining to its government and affairs and except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Village has exercised its home rule authority to regulate the display of signs within the Village under the Bartlett Zoning Ordinance, codified in in Title 10 of the Bartlett Municipal Code; and

WHEREAS, the Village has an important and substantial governmental interest in preventing the proliferation of large political signs on residential property that may create aesthetic blight and pose a threat to traffic and pedestrian safety; and

WHEREAS, Section 11-13-1 of the Illinois Municipal Code (65 ILCS 5/11-13-1(12)) authorizes the Village to enact reasonable size restrictions on political signs on residential property; and

WHEREAS, the Zoning Administrator has proposed an amendment to the Bartlett Zoning Ordinance to clarify the scope of the Village's regulation of political signs on residential property ("**Amendment**"); and

WHEREAS, pursuant to proper notice published in accordance with Illinois law, the Village of Bartlett Planning and Zoning Commission held a public hearing on December 8, 2022, to consider the proposed Amendment; and

WHEREAS, at the conclusion of the public hearing, the Planning and Zoning Commission recommended approval of the Amendment; and

WHEREAS, the Village Board of Trustees has duly considered the recommendation of the Planning and Zoning Commission and finds and determines that approving the Amendment in accordance with this Ordinance is in the best interests of the Village and will promote the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and pursuant to its home rule authority provided under Article VII of the Illinois Constitution of 1970, as follows:

SECTION 1: Recitals. The recitals set forth above are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2: Amendment. Chapter 12, entitled "Signs," of Title 10, entitled "Bartlett Zoning Code," of the Bartlett Municipal Code is hereby amended as follows (additions in double-underline, deletions in ~~strikethrough~~):

"10-12-4 EXEMPTIONS:

The following shall be exempt from the permit requirements of this chapter:

A. Addresses: address numerals and other signs required to be maintained by law or governmental order, rule, or regulation provided that the content and size of the sign do not exceed the requirements of such law, order, rule, or regulation.

...

~~L. Temporary signs. Temporary signs, including, but not limited to, temporary political signs.~~

...

Q. Signs on Athletic Field Fences, Walls And Scoreboards: Signs are allowed to be placed on the athletic field fences, walls and scoreboards on property within in the P-1 public lands district where athletic fields are installed for the purposes of playing league games. Signs placed on athletic field fences and walls are limited to temporary or seasonal banner type signs not to exceed thirty two (32) square feet in size. Signs mounted on any scoreboard on property zoned P-1 public lands district shall not exceed thirty two (32) square feet in size and must be preapproved by the village board. A sign permit issued by the community development department shall be required for any sign mounted or affixed to any scoreboard.

R. Political Signs: political signs on residential property.

10-12-6 GENERAL STANDARDS:

...

G. Temporary Signs:

1. For the purposes of this Section, the term "temporary sign" shall refer to all temporary signs as defined in this Chapter 12, except no reference to "temporary sign" shall be construed to include any political sign that is erected on residential property.

42. Temporary signs shall be allowed for a period not to exceed ninety (90) days. Time extensions may be granted by the zoning administrator

based on his or her inspection of the sign and determination that the sign is in good repair and constructed in such a manner as to remain in good repair for the duration of the extended period.

23. All temporary signs shall be anchored and supported in a manner which reasonably prevents the possibility of the signs becoming hazards to the public health and safety as determined by the zoning administrator.

34. No temporary sign shall cover more than 10% of any wall nor more than 25% of any window.

45. Temporary signs shall be kept in reasonable size relationship to permanent signs permitted on the premises and in no case shall be larger than six (6) square feet in area in residential districts and twenty four (24) square feet in area in commercial, office and/or industrial districts.

56. Not more than four (4) temporary signs, none of which shall exceed six (6) square feet per sign, or twenty four (24) square feet in the aggregate, shall be allowed on each residential lot, except on residential lots with more than eighty (80) linear feet of street frontage.

67. Not more than four (4) temporary signs, none of which shall exceed twenty four (24) square feet per sign or forty eight (48) square feet in the aggregate, shall be allowed on any commercial, office and/or industrial lot with one hundred (100) linear feet or less of street frontage. On commercial, office and/or industrial lots with over one hundred (100) linear feet of street frontage there shall be allowed up to four (4) temporary signs for every one hundred (100) linear feet of street frontage none of which temporary signs shall exceed twenty four (24) square feet per sign, or the lesser of forty eight (48) square feet per one hundred (100) linear feet of street frontage, or ninety six (96) square feet in the aggregate on any commercial, office and/or industrial lot.

...

I. Political Signs on Residential Property:

1. There shall be no limit on the number of political signs that may be erected on a residential lot within the Village.

2. No political sign on a residential lot in the Village may exceed sixteen (16) square feet in area or six (6) feet in height.

3. Political signs must be located entirely on private property pursuant to the owner's consent, except as otherwise allowed by law."

SECTION 3: SEVERABILITY. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect. If any part of this Ordinance is found to be invalid in any one or more of its several applications, all valid applications shall remain in effect.

SECTION 4: REPEAL AND SAVINGS CLAUSE. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however that nothing in this Ordinance shall affect any rights, actions, or causes of action which shall have accrued to the Village of Bartlett prior to the effective date of this Ordinance.

SECTION 5: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

ROLL CALL VOTE:

AYES: _____

NAYS: _____

ABSENT: _____

PASSED:

APPROVED:

Kevin Wallace, Village President

Attest:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2022-_____, enacted on December 20, 2022 and approved on December 20, 2022 as the same appears in the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name 2023-27 Capital Improvements Program Committee or Board Board

BUDGET IMPACT			
<i>Amount:</i>	\$38,554,857	<i>Budgeted</i>	\$38,554,857
<i>List what fund</i>	General, MFT, Municipal Building, Developer Deposits, Water, Sewer, Parking, Brewster Creek TIF Project, and Bluff City TIF Project funds		
EXECUTIVE SUMMARY			
<p>Attached is the Resolution to adopt the 2023-2027 Capital Improvements Program and authorize the staff to begin engineering and design work on those projects included in the 2023-24 fiscal year. A revised 2023-24 Projects by Source of Funds is attached that lists the proposed projects that total \$38,554,857. Two projects were removed from the amount being approved. The Ruzicka parking lot for \$900,000 has been removed to allow for more time to discuss the project and the park in general. The golf course irrigation system for \$1,917,000 was also removed to allow time for an analysis of a change in the funding source. These projects can be added back to the capital budget if approved at a later time. The clubhouse fire sprinkler repairs of \$150,000 was left in the amount proposed due to the nature of the project. The funding source will be discussed along with the other golf course projects. If this Resolution is passed, the 2023-24 projects will be incorporated into the Operating Budget that will be presented to the Village Board in March.</p>			
ATTACHMENTS (PLEASE LIST)			
Finance Memo, Revised 2023-24 Projects by Source of Funds, Resolution			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2022- -R, a resolution adopting the 2023-27 Capital Improvements Program.

Staff: Todd Dowden, Finance Director

Date: December 12, 2022

Village of Bartlett
Finance Department Memo
2022 - 23

DATE: December 12, 2022

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: 2023-27 Capital Improvements Program

Attached is the Resolution to adopt the 2023-2027 Capital Improvements Program and authorize the staff to begin engineering and design work on those projects included in the 2023-24 fiscal year. A revised 2023-24 Projects by Source of Funds is attached that lists the proposed projects that total \$38,554,857. Two projects were removed from the amount being approved. The Ruzicka parking lot for \$900,000 has been removed to allow for more time to discuss the project and the park in general. The golf course irrigation system for \$1,917,000 was also removed to allow time for an analysis of a change in the funding source. These projects can be added back to the capital budget if approved at a later time. The clubhouse fire sprinkler repairs of \$150,000 was left in the amount proposed due to the nature of the project. The funding source will be discussed along with the other golf course projects. If this Resolution is passed, the 2023-24 projects will be incorporated into the Operating Budget that will be presented to the Village Board in March.

Motion: I move to approve Resolution 2022- -R, a resolution adopting the 2023-2027 Capital Improvements Program.

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2023-2027

2023-24 Projects by Source of Funds

Project	Page	Water Fund	Sewer Fund	MFT Fund	American Rescue Plan Act	STP Funds	IEPA Loans	GO Bonds	Other	General Fund	Municipal Building	Brewster Creek TIF	Bluff City TIF	Total
Water Main Replacement	3	300,000												300,000
Water Tower Painting	5	1,205,000												1,205,000
Infrastructure Improvements-Water	7	500,000												500,000
Watermain Leak Survey and Repairs	9	125,000												125,000
Water Meter Changeout	11	950,000			500,000									1,450,000
Infrastructure Removals	15	50,000												50,000
Hydrant Painting Program	17	25,000												25,000
Facility Update/Phosphorous Removal	20		79,857											79,857
Sanitary Sewer System Rehabilitation	22				1,000,000									1,000,000
Devon Excess Flow Plant Rehabilitation	24						8,500,000							8,500,000
Bittersweet WWTP Improvements	28						18,375,000							18,375,000
23/24 MFT Maintenance Program	31			1,875,000										1,875,000
IDOT Intersection Improvements	33			225,000										225,000
North Ave & Oak Ave Resurfacing	35			60,000										60,000
Bike Path Maintenance	37								35,000	65,000				100,000
Parking Lot Improvements	39			65,000										65,000
South Oak Ave Parking	43										400,000			400,000
Metra Area Landscaping/Sidewalks	45								150,000	255,000				405,000
Brewster Creek Bus. Park Improvements	48											1,000,000		1,000,000
Bluff City/Blue Heron Improvements	50												1,200,000	1,200,000
Irrigation System Replacement	53				0				0					0
Stormwater System Improvements	56									755,000				755,000
Schick/DuPage River Engineering Study	58			50,000		200,000								250,000
Cemetery Columbarium	60									120,000				120,000
Municipal Building Improvements	62										490,000			490,000
Total		3,155,000	79,857	2,275,000	1,500,000	200,000	18,375,000	8,500,000	185,000	1,195,000	890,000	1,000,000	1,200,000	38,554,857

RESOLUTION 2022- -R

A RESOLUTION ADOPTING THE 2023-2027 CAPITAL IMPROVEMENTS PROGRAM

WHEAREAS, it is in the best interest of sound financial planning to utilize a capital planning and budgeting system; and

WHEAREAS, multi-year planning for capital project revenues and expenditures provides opportunities for long-range needs identification and assists in early season project planning.

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: That the 2023-2027 Capital Improvements Program is hereby adopted.

SECTION TWO: That the Village Administrator is hereby authorized and directed to cause, as necessary, such engineering and design work on those projects outlined in the 2023-2024 fiscal year totaling \$38,554,857.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable and if 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 ORDINANCES. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 20, 2022

APPROVED: December 20, 2022

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

C E R T I F I C A T I O N

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2022- -R enacted on December 20, 2022, approved on December 20, 2022 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name Cost Sharing Agreement with Brewster Creek Business Park, LLC for Final Pavement Project Work Committee or Board Board

BUDGET IMPACT			
Amount:	~\$1,762,506.60	Budgeted	N/A
List what fund	Brewster Creek Business Park TIF		
EXECUTIVE SUMMARY			
BACKGROUND			
<p>Staff met with reps from BCBP, LLC. to discuss the remaining work they have to complete for the business park and items the Village would like to complete with TIF funds. We would like to resurface the roadways and bike paths within the business park since many of them have been in place shortly after the TIF was established 20+ years ago. We also would like to install the pedestrian crossing at Munger Rd. & W. Bartlett Rd. and a new bike path along the west side of Munger Rd. from Brewster Creek Blvd. to Stearns Rd. which were recommended in the recently adopted Bike Plan. Since BCBP, LLC also has pavement work remaining to be completed we discussed having a cost sharing agreement so that their contractor could complete the Village's work while they are completing BCBP, LLC's work. They received proposals from four reputable contractors and will award to the lowest responsible bidder. We believe this resulted in our least cost option and allows us to utilize the remaining TIF funds for infrastructure improvements.</p> <p>The cost sharing agreement includes the various contracts that BCBP, LLC will enter into for both their work and the Village's work (See attached BCBP TIF Pavement Plan Exhibit). One contract is for the resurfacing of the roads within the business park (2023 Pavement Program). There are three design/build contracts with V3 for the bike path construction which requires design and construction to bring them to current ADA standards. Also included are construction management and material testing contracts to make sure the contractor meets our standards. We have worked with V3 in the past and found their work to be acceptable. Design/build is being utilized to expedite the process in order to complete the work within the TIF timeframe.</p>			
RECOMMENDATION			
Due to the time sensitivity of the funding, and the fact that the developer will have a contractor finishing their pavement requirements, Staff recommends waiving bids and entering into a cost sharing agreement with BCBP, LLC.			
ATTACHMENTS (PLEASE LIST)			
Memo BCBP TIF Pavement Plan Exhibit Resolution Cost Sharing Agreement & ECS Contract Documents			

ACTION REQUESTED

- For Discussion Only
- ✓ Resolution
- Ordinance

✓ Motion: MOVE TO APPROVE RESOLUTION # 2022-____- R, "A RESOLUTION WAIVING THE ADVERTISEMENT FOR BIDS AND APPROVING THE COST SHARING AGREEMENT BETWEEN BCBP, LLC AND THE VILLAGE OF BARTLETT FOR THE REMAINING PAVEMENT WORK IN THE BREWSTER CREEK BUSINESS PARK"

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: **Cost Sharing Agreement with Brewster Creek Business Park, LLC
for Final Pavement Project**
Date: December 12, 2022

BACKGROUND

Staff met with reps from BCBP, LLC. to discuss the remaining work they have to complete for the business park and items the Village would like to complete with TIF funds. We would like to resurface the roadways and bike paths within the business park since many of them have been in place shortly after the TIF was established 20+ years ago. We also would like to install the pedestrian crossing at Munger Rd. & W. Bartlett Rd. and a new bike path along the west side of Munger Rd. from Brewster Creek Blvd. to Stearns Rd. which were recommended in the recently adopted Bike Plan. Since BCBP, LLC also has pavement work remaining to be completed we discussed having a cost sharing agreement so that their contractor could complete the Village's work while they are completing BCBP, LLC's work. They received proposals from four reputable contractors and will award to the lowest responsible bidder. We believe this resulted in our least cost option and allows us to utilize the remaining TIF funds for infrastructure improvements.

The cost sharing agreement includes the various contracts that BCBP, LLC will enter into for both their work and the Village's work (See attached BCBP TIF Pavement Plan Exhibit). One contract is for the resurfacing of the roads within the business park (2023 Pavement Program). There are three design/build contracts with V3 for the bike path construction which requires design and construction to bring them to current ADA standards. Please note that BCBP, LLC has agreed to split the cost of the pedestrian crossing at Munger Rd. & W. Bartlett Rd. This crossing requires a portion of the Munger Rd. pavement to be resurfaced in order to meet ADA requirements for the crossing. Also included are construction management and material testing contracts to make sure the contractor meets our standards. We have worked with V3 in the past and found their work to be acceptable. Design/build is being utilized to expedite the process in order to complete the work within the TIF timeframe.

RECOMMENDATION

Due to the time sensitivity of the funding, and the fact that the developer will have a contractor finishing their pavement requirements, Staff recommends waiving bids and entering into a cost sharing agreement with BCBP, LLC.

MOTION

MOVE TO APPROVE RESOLUTION # 2022-____ - R, "A RESOLUTION WAIVING THE ADVERTISEMENT FOR BIDS AND APPROVING THE COST SHARING AGREEMENT BETWEEN BCBP, LLC AND THE VILLAGE OF BARTLETT FOR THE REMAINING PAVEMENT WORK IN THE BREWSTER CREEK BUSINESS PARK"

RESOLUTION 2022 - _____

A RESOLUTION WAIVING THE ADVERTISEMENT FOR BIDS AND APPROVING THE COST SHARING AGREEMENT BETWEEN BCBP, LLC AND THE VILLAGE OF BARTLETT FOR THE REMAINING PAVEMENT WORK IN THE BREWSTER CREEK BUSINESS PARK

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 \$25,000 shall be let to the lowest responsible bidder after advertising for bids, unless waived by a vote of 2/3 of the trustees then holding office or otherwise exempt or excepted by law; and

WHEREAS, Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) provides that any work or public improvement when the expense thereof will exceed \$25,000 will be let to the lowest responsible bidder after advertisement for bids in the manner prescribed by ordinance, except that such contract may be entered without advertising therefor if authorized by a 2/3 vote of the trustees then holding office; and

WHEREAS, the Village intends to enter the Cost Sharing Agreement attached hereto as Exhibit 1 with BCBP, LLC, the owner of certain property in the Brewster Creek Business Park (the "Owner" or "BCBP, LLC") to reimburse the Owner for the Village's share of the cost to perform the BCBP Remaining Work in the Brewster Creek Business Park, based on contracts BCBP, LLC (and not the Village) enter with Geneva Construction Company, the low overall bidder for the Brewster Creek Business Park 2023 Pavement Program portion of the BCBP Remaining Pavement Work, and certain design-build contracts and for construction management and material testing services with V3 Construction Group, Ltd. for other BCBP Remaining Pavement Work as those terms are defined in the attached Cost Sharing Agreement; and

WHEREAS, the Village is not legally required to advertise for bids for the Village's share of the BCBP Remaining Pavement Work because it is not entering any of the contracts referenced in and attached to the Cost Sharing Agreement; however, because of the size of the contracts and the fact that the Village's portion of the BCBP Remaining Pavement Work is greater than 50%, the Corporate Authorities will nevertheless technically waive advertisement for bids by the passage of this Resolution by a 2/3 vote of its Village Trustees holding office on the date of the passage of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Bartlett (the "Village Board"), an Illinois municipal corporation, of DuPage, Cook and Kane Counties, Illinois, and in exercise of its home rule powers as a home rule unit of government, as follows:

SECTION ONE: The above Recitals and the Recitals set forth in the Cost Sharing Agreement attached hereto as Exhibit 1 by this reference, are hereby expressly

incorporated herein by this reference and are hereby adopted as findings and determinations of the Village Board.

SECTION TWO: Based on the above findings and determinations, upon the passage of this Resolution by a 2/3 vote of the Village Trustees holding office on the effective date of this Resolution, the Village Board does hereby waive any technical or actual requirement to advertise for bids for any of the BCBP Remaining Pavement Work as defined in the Cost Sharing Agreement, and hereby approves of the Cost Sharing Agreement between BCBP, LLC and the Village of Bartlett attached hereto as Exhibit 1, and for the reimbursement to BCBP, LLC or Elmhurst Chicago Stone Company an amount not to exceed \$1,762,506.

SECTION THREE: The Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Cost Sharing Agreement on behalf of the Village.

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 December 20, 2022, and approved on December 20, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giles

THIS COST SHARING AGREEMENT is entered into as of this 20th day of December, 2022 by and between BCBP, LLC (hereinafter sometimes alternatively referred to as "Owner" or "BCBP, LLC") and the Village of Bartlett (hereinafter referred to as the "Village").

RECITALS:

WHEREAS, by proceedings spread in full upon the records of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "*Village*"), pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, as supplemented and amended (the "TIF Act") by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended and as further supplemented and, where necessary, superseded, by Section 6 of Article VII of the 1970 Constitution of the State of Illinois (collectively, the "*Act*"), the President and Board of Trustees of the Village (the "*Corporate Authorities*") have heretofore proceeded, and do hereby determine, as follows:

A. On July 6, 1999, the Corporate Authorities adopted Ordinance No. 99-67, approving a redevelopment plan (the "Redevelopment Plan") and redevelopment project (the "Redevelopment Project") under the TIF Act with respect to the redevelopment project area described in Exhibit A to said ordinance, being known as the Bartlett Quarry Redevelopment Project Area (the "Redevelopment Project Area").

B. On July 6, 1999, the Corporate Authorities adopted Ordinance No. 99-68, designating the Redevelopment Project Area a redevelopment project area under the TIF Act.

C. On July 6, 1999, the Corporate Authorities adopted Ordinance No. 99-69, adopting the tax increment financing provisions of the TIF Act and creating the "Bartlett Quarry Redevelopment Project Area Special Tax Allocation Fund" (the "Special Tax Allocation Fund") in connection therewith.

D. Ordinance No. 99-67, Ordinance No. 99-68, and Ordinance No. 99-69 are hereinafter collectively referred to as the "Original Bartlett Quarry TIF Ordinances" are hereby incorporated herein by reference.

E. On December 21, 1999, the Corporate Authorities adopted Ordinance No. 99-143, authorizing the execution of that certain Redevelopment and Financing Agreement by and between the Village and Elmhurst-Chicago Stone Company (alternatively, the "Developer" or "ECS") (the "Redevelopment Agreement"), pursuant to the home rule powers of the Village and as authorized by the TIF Act. The terms and provisions of the Redevelopment Agreement are hereby incorporated herein by this reference.

F. Pursuant to the Redevelopment Agreement the Developer has agreed to undertake a Redevelopment Project in and for the Redevelopment Project Area, including, but not limited to, site preparation and remediation,

together with financing costs, legal, professional and administrative costs, and other expenses, all as provided for and specified in the Redevelopment Agreement (the "Project").

G. Under the terms of the Original Bartlett Quarry TIF Ordinances and/or the Redevelopment Agreement, the Incremental Property Taxes as that term is defined therein are allocated such that 87½% of each distribution of Incremental Property Taxes (the "Limited Incremental Property Taxes") are pledged taxes used to pay the principal and interest on various tax increment revenue bonds and various tax increment revenue notes and for TIF eligible expenses as defined in the Act, and 12½% of the Incremental Property Taxes (the "Municipal Portion of Incremental Property Taxes") are not pledged taxes and may be used by the Village to pay for improvements in or which benefit the Redevelopment Project Area, provided such improvements and expenses are TIF eligible expenses as defined in the Act.

H. On August 18, 2000, the Corporate Authorities adopted an ordinance providing for the issuance of not to exceed \$18,000,000 Taxable Junior Lien Tax Increment Revenue Variable Rate Demand Bonds, Series 2000 (Bartlett Quarry Redevelopment Project) (the "2000 Prior Bonds"), of the Village.

I. On the November 16, 2004, the Corporate Authorities adopted Ordinance No. 2004-165, providing for the issuance of a \$5,000,000 Subordinate Lien Tax Increment Revenue Note, Series 2004 (Bartlett Quarry Redevelopment Project) (the "2004 Prior Note"). On April 18, 2006, the Corporate Authorities adopted Ordinance No. 2006-40, providing for the issuance of a not to exceed \$2,000,000 Subordinate Lien Tax Increment Revenue Note, Series 2006 (Bartlett Quarry Redevelopment Project) (the "2006 Prior Note"). The 2004 Prior Note and the 2006 Prior Note were previously paid in full by the Village and are no longer outstanding.

J. Pursuant to Ordinance No. 2007-70, adopted on July 17, 2007, the Village has executed that certain Amended and Restated Indenture of Trust dated as of August 1, 2007, by and between the Village and Wells Fargo Bank, National Association, Chicago, Illinois, as trustee (the "Original Indenture"), and has issued its \$26,000,000 Senior Lien Tax Increment Revenue Refunding Bonds, Series 2007 (Bartlett Quarry Redevelopment Project) (the "Series 2007 Senior Lien Bonds"). On November 30, 2007, the Corporate Authorities adopted Ordinance No. 2007-111, providing for the issuance of a \$11,500,000 Subordinate Lien Tax Increment Revenue Note, Series 2007 (Bartlett Quarry Redevelopment Project) (the "2007 Prior Note").

K. The original TIF budget which was adopted in 1999 called for investment of approximately \$30,000,000 (the "Original Total Estimated Project Costs"), an amount that was determined to be insufficient to pay for costs that have increased over time with inflation. Under the TIF Act, the Village was authorized

to increase the budget by the cost of inflation, plus an additional 5%, from the date the Redevelopment Plan and Project were adopted, without further public hearing or presentation to the joint review board provided the Village gave one notice of such changes to each affected taxing district and registrant on the interested parties registry; and (2) by publication in a newspaper of general circulation within the affected taxing district within ten (10) days following the adoption by ordinance of such changes.

L. On August 16, 2016, after due notice and publication, the Corporate Authorities adopted Ordinance No. 2016-62, which amended the Original Total Estimated Project Costs for the Redevelopment Plan and Project from \$30,000,000, set forth in the Redevelopment Plan approved in 1999 by the adoption of Ordinance No. 99-67, to total estimated Project costs of \$44,000,000, as approved by Ordinance No. 2016-62 (the "2016 First Amended Estimated Project Costs").

M. Pursuant to Ordinance No. 2016-73, adopted on September 6, 2016, the Village has executed that certain First Supplemental Indenture of Trust dated as of September 1, 2016, by and between the Village and Wells Fargo Bank, National Association, Chicago, Illinois, as trustee (the "*First Supplemental Indenture*" and, together with the Original Indenture, the "*Indenture*"), and has issued its \$9,200,000 Senior Lien Tax Increment Revenue Bonds, Series 2016 (Bartlett Quarry Redevelopment Project) (the "*Series 2016 Senior Lien Bonds*"). On September 6, 2016, the Corporate Authorities adopted Ordinance No. 2016-74, providing for the issuance of a \$11,500,000 Subordinate Lien Tax Increment Revenue Note, Series 2016 (Bartlett Quarry Redevelopment Project) (the "*2016 Prior Note*").

N. On July 21, 2020, after due notice and publication the Corporate Authorities adopted Ordinance No. 2020-62, which amended the 2016 First Amended Estimated Project Costs for the Redevelopment Plan and Project from \$44,000,000, to total estimated Project costs of \$48,000,000 to cover the cost of inflation plus 5%, as approved by Ordinance No. 2020-62 (the "2020 Second Amended Estimated Project Costs Budget").

O. On September 1, 2020, the Corporate Authorities adopted Ordinance No. 2020-81, providing for the issuance of a \$3,000,000 Taxable Subordinate Lien Tax Increment Revenue Note, Series 2020 (Bartlett Quarry Redevelopment Project) (the "2020 Prior Note").

P. On December 6, 2022, the Corporate Authorities adopted Ordinance No. 2022 - 113, providing for the issuance of not to exceed \$1,000,000 Taxable Subordinate Lien Tax Increment Revenue Note, Series 2022 (the "2022 Prior Note").

Q. There remains Limited Incremental Property Taxes in the Special Tax Allocation Fund for remaining Project Work included in the 2020 Second Amended Estimated Project Cost Budget after payment of debt service on the outstanding prior tax increment revenue notes and on the prior revenue bonds, to pay for the Developer's additional Project costs for the Brewster Creek Business Park before the Bartlett Quarry TIF ends.

R. There also remains current (approximately \$1,600,000) and projected to be received monies for the 2022 tax year (approximately \$700,000) in Municipal Portion of Incremental Property Taxes to pay for the Village's portion of remaining work in the Brewster Creek Business Park that the Village is responsible for and that are TIF eligible expenses.

S. The Bartlett Quarry TIF (sometimes also referred to as the "Brewster Creek Business Park TIF") is scheduled to end December 31, 2022, although TIF Increment Taxes levied and extended for Tax Year 2022 will not be received by the Village until 2023 assuming the timely collection, extension and distribution of tax monies to the Village, and there remain certain public improvements in the Brewster Creek Business Park to be completed, including the installation of a new bike path where missing, resurfacing of bike paths, and street resurfacing work, some of which is the Owner's responsibility to pay for, and some of which is the Village's responsibility to pay for as delineated on Exhibit A with color coded legend reflecting:

- Village Street Resurface
- ECS Street Resurface
- Village Resurface Bike Path
- Village New Bike Path
- ECS New Bike Path

(collectively, the "BCBP Remaining Pavement Work").

T. BCBP and/or ECS prepared certain contract documents to solicit bids from reputable pavement contractors to perform the Brewster Creek Business Park 2023 Pavement Program portion of the BCBP Remaining Pavement Work to be performed on a unit price basis in accordance with engineering plans and specifications prepared by V3 Companies, Ltd., the Owner's engineer (the "BCBP Pavement Work Program Bid Work").

U. In addition to the BCBP Pavement Program Work that was bid out on a unit price basis by BCBP, LLC, for which BCBP, LLC intends to award in 2022 to the overall low bidder thereon, Geneva Construction Co. at an approximate cost of \$1,370,894.60, there is certain other BCBP Remaining Pavement Work that had not yet been engineered or constructed, including (1) a new 10 foot wide bike path along the west side of Munger Road (the "Munger Road Bike Path") that was added in the Village's latest bike path plan; (2) the reconstruction of the existing

bike path located along the west side of Brewster Creek Blvd. from the north side of Stearns Road to the south side of Heck Drive (the "Brewster Creek Boulevard Bike Path"); (3) the design and construction of the bike path crossing located at the south leg of Munger Road and West Bartlett Road (the "West Bartlett Road/Munger Road Intersection Crossing") (collectively the "Design-Build Work"); and (4) certain construction and material testing service work necessary in connection with the Village portion of the BCBP Remaining Pavement Work.

V. Pursuant to the Redevelopment Agreement the Village has heretofore and it is hereby expressly agreed that the Village shall reimburse Owner/Developer for only those costs of the Project which constitute eligible "redevelopment project costs" under the TIF Act and which have heretofore been approved by the Corporate Authorities in the Redevelopment Plan, and the Village desires to utilize the Municipal Portion of Incremental Property Taxes for eligible "redevelopment project costs" as defined in the TIF Act to pay the Village's share of the costs contracted for in 2022 for the BCBP Remaining Pavement Work

W. The contracts relating to the Village portion of the BCBP Remaining Pavement Work, including (1) The BREWSTER CREEK BUSINESS PARK 2023 PAVEMENT PROGRAM – VILLAGE TIF Agreement between BCBP, LLC and Geneva Construction Co. totaling \$1,013,706.60 attached hereto as Exhibit B-1 (the BCBP Pavement Program – Village TIF Portion Contract"); and (2) the three Standard Form of Agreement Between the Owner ("BCBP, LLC") and Design/Builder (V3 Construction Group, Ltd.) including (i) the Munger Road Bike Path Design-Build at a Guaranteed Maximum Price ("GMP") of \$377,050; (ii) the Brewster Creek Boulevard Bike Path Design-Build at a GMP of \$163,750; and (iii) the West Bartlett Road/Munger Road Intersection Bike Path Design-Build at a GMP of \$246,000, of which the Village's share is \$123,000, which are attached hereto as Exhibits B-2, B-3 and B-4 (collectively, the "BCBP/V-3 Design-Build Contracts"); plus the V3 Companies, Ltd. proposal to perform construction management and material testing costs for the Village portion of the Work estimated to total \$85,000 and attached hereto as Exhibit C, which total \$1,762,506 (the "Village's Total Cost Share Amount").

X. The bid documents for the BCBP Pavement Program Work require the contractor to pay prevailing wages as required under the Prevailing Wage Act, and to furnish performance bonds and payment bonds to the Owner naming the Village as co-obligee, just as if the Village bid and awarded that work.

WHEREAS, the Corporate Authorities find and determine that there was a cost savings by using a single contractor to perform all three (3) portions of the Brewster Creek Business Park 2023 Pavement Program Work broken down as follows:

- I. Brewster Creek Business Park 2023 Pavement Project – ECS Developer;

- II. Brewster Creek Business Park 2023 Pavement Program – ECS TIF;
and
- III. Brewster Creek Business Park 2023 Pavement Program – Village
TIF;

which totaled \$1,370,894.60 because of economies of scale due to lower mobilization costs for labor and equipment that is in the best interest of the Owner and the Village and based on the unit price bids received by the Owner broken down into three separate contracts for each portion of the BCBP Pavement Program Work as delineated on the Brewster Creek Business Park TIF Pavement Plan included in the bid documents, and to the BREWSTER CREEK BUSINESS PARK 12/12/2022 CONTRACT TOTAL document and Bid Tabulation therefor and attached hereto as Exhibit D, which reflect the Village's Total Cost share of \$1,762,506.60 and the Owner/Developer Total Cost share of \$721,357.00; and

WHEREAS, the Village Engineer has reviewed the bid unit prices received by the Owner for the Brewster Creek Business Park 2023 Pavement Program Work, and has compared such bid unit prices to other Village pavement projects recently bid, and has determined that the bid unit prices are fair and reasonable, and in his opinion the overall cost to the Village is lower than if the Village had publicly bid only the Village portion of the BCBP Pavement Program Work, and has reviewed the three BCBP/V-3 Design-Build Contracts and the Guaranteed Maximum Price of each and is the opinion that the prices therefor, and the construction management and material costs proposed, are also fair and reasonable, and less than the cost had the Village contracted with an engineer to design, prepare contract documents, and publicly bid that work; and

WHEREAS, the parties desire to enter this Agreement prior to December 31, 2022 the end of the Brewster Creek Business Park TIF, so that the Owner/Developer may use the Limited Incremental Property Taxes to pay for the ECS TIF Portion of the BCBP Remaining Pavement Work, and so that the Village may use the Municipal Portion of the Incremental Property Taxes, including those levied, extended and collected against the Redevelopment Project Area for the 2022 tax year and prior years to pay for the Village's Portion of the BCBP Pavement Program Work as shown on Exhibit D, the BCBP/V3 Design-Build Contracts totaling \$1,762,506.60, and construction and material testing service work, all of which are TIF Eligible Expenses under the TIF Act;

NOW, THEREFORE, in consideration of the matters set forth in the Recitals which are expressly incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocable acknowledged by the Parties, IT IS HEREBY AGREED as follows:

1. The above Recitals are hereby expressly incorporated herein and are made a part of this Cost Sharing Agreement.

2. BCBP, LLC has solicited bids for the Brewster Creek Business Park Pavement Program, Bartlett, Illinois, and will enter three separate contracts with a single general contractor that was the overall low bidder for all of the Brewster Creek Business Park Pavement Program work, that being Geneva Construction Co., totaling \$1,370,894.60, including the Brewster Creek Business Park 2023 Pavement Program – Village TIF portion thereof at a total cost to the Village of \$1,013,706.60.

3. The Village of Bartlett hereby agrees to reimburse BCBP or ECS for all amounts paid under the Brewster Creek Business Park 2023 Pavement Program - Village TIF Agreement (Exhibit B-1) totaling \$1,013,706, except as adjusted for actual quantities; and for all sums paid by BCBP, LLC or ECS for the Village's share of three BCBP/V-3 Design-Build contracts, Exhibits B-2, B-3 and B-4, which total \$663,800; and for the Village's share of the construction management and material testing fees of \$85,000 (Exhibit C).

4. The Village shall reimburse the Owner for the cost of the Village's portion of the work for each applicable draw at the bid unit prices therefor, times the quantities of the work actually performed and/or constructed and installed as certified to be in place by the Owner's Engineer for the applicable draw within thirty (30) days of receipt of an invoice therefor from the BCBP, LLC (the "Owner") or Elmhurst Chicago Stone Company (the "Developer"), and approved by the Village Engineer, and shall reimburse the Owner for all progress payments and the final payments paid by the owner to V3 Construction Group, Ltd., due on the respective BCBP/V3 Design-Build Contracts and the Village's share of the construction management and material testing services, within 30 days of receipt of an invoice of invoices for completed work, but subject to the applicable Guaranteed Maximum Price limits for each of the Design-Build Contracts, and the Village Engineer's review and approval of such sums.

VILLAGE OF BARTLETT

BCBP, LLC

By: _____
Kevin Wallace, President

By: _____

Attest:

Lorna Giless, Village Clerk

Legend

-  Village Street Resurface
-  ECS Street Resurface
-  Village Resurface Bike Path
-  Village New Bike Path
-  ECS New Bike Path
-  Parcels

Brewster Creek Business Park TIF Pavement Plan

0 375 750 1,500 Feet

Created on: 11/28/22

Created by: S.S.



EXHIBIT
A

TO: BCBP, LLC.
Owner

FROM: Geneva Construction Co.
Name of Bidder

PO BOX 998
Address

AURORA IL 60507

630-892-4357
Phone

Gentlemen:

Having examined the Contract Documents and having thoroughly examined the site and pertinent areas adjacent thereto, acknowledging the same to be accurate and complete insofar as pertinent details are concerned, we the undersigned agree to furnish all labor, materials, tools and services or whatever else is required to complete the construction, all in accordance with Contract Documents prepared by V3 Companies, 7325 Janes Ave., Woodridge, IL 60517 entitled:

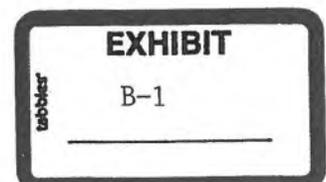
**BREWSTER CREEK BUSINESS PARK
2023 PAVEMENT PROGRAM – VILLAGE TIF**

The undersigned further agrees to execute a Contract for this work and present the same to the Owner within five (5) days after the date of Notice of Award of the Contract to him.

The undersigned further agrees that he will commence work not later than five (5) days after Notice to Proceed and execution and approval of the Contract, unless otherwise provided, and will diligently prosecute the work in such manner and with such materials, equipment and labor as will ensure its completion within a timely manner in order to achieve the Owner's milestone dates.

The undersigned agrees that time is of the essence to this Contract and that he will coordinate his work with that of other Contractors and the Owner in the development of critical path scheduling, ordering of equipment and completion of this Contract in a timely manner in order to achieve the Owner's milestone dates as set forth in the Instructions to Bidders.

FP-1VT



The undersigned herewith submits a UNIT PRICE proposal in the amount of:

One million thirteen thousand seven hundred six and 60/100 dollars (\$ 1,013,706.60)

Schedule of Prices

All Bidders shall complete the following schedule of prices to cover increased or decreased quantities and to determine the basis for the total price proposed for the Work. He understands that such unit prices include his percentage of profit and overhead for all additions to, or deductions from, the Work as authorized by the Owner.

PAY ITEM	DESCRIPTION		QTY	UNIT PRICE	ITEM COST
<i>BREWSTER CREEK BOULEVARD – 23,075 SY</i>					
1	Mill Existing Surface Course 1.5"	LS	1	43,842.50	43,842.50
2	Street Sweeping	LS	1	700.00	700.00
3	Tack Coat	LS	1	11,537.00	11,537.00
4	Bituminous Surface Course; 1.5"	TON	2,005	89.00	178,445.00
5	Thermoplastic Striping	ALW	1	\$10,000.00	\$10,000.00
Sum:					<u>\$244,524.50</u>
<i>SCHIFERL ROAD – 9,793 SY</i>					
6	Mill Existing Surface Course 1.5"	LS	1	18,606.70	18,606.70
7	Street Sweeping	LS	1	350.00	350.00
8	Tack Coat	LS	1	4,900.00	4,900.00
9	Bituminous Surface Course; 1.5"	TON	851	89.00	75,739.00
10	Thermoplastic Striping	LS	1	500.00	500.00
Sum:					<u>\$100,095.70</u>

HECHT DRIVE – 9,599 SY

11	Mill Existing Surface Course 1.5”	LS	<u>1</u>	<u>18,238.10</u>	<u>18,238.10</u>
12	Street Sweeping	LS	<u>1</u>	<u>350.00</u>	<u>350.00</u>
13	Tack Coat	LS	<u>1</u>	<u>4,800.00</u>	<u>4,800.00</u>
14	Bituminous Surface Course; 1.5”	TON	<u>834</u>	<u>89.00</u>	<u>74,226.00</u>
15	Thermoplastic Striping	LS	<u>1</u>	<u>400.00</u>	<u>400.00</u>
Sum:				<u>\$98,014.10</u>	

HECHT COURT – 3,380 SY

16	Mill Existing Surface Course 1.5”	LS	<u>1</u>	<u>6,422.00</u>	<u>6,422.00</u>
17	Street Sweeping	LS	<u>1</u>	<u>350.00</u>	<u>350.00</u>
18	Tack Coat	LS	<u>1</u>	<u>1,690.00</u>	<u>1,690.00</u>
19	Bituminous Surface Course; 1.5”	TON	<u>294</u>	<u>89.00</u>	<u>26,166.00</u>
20	Thermoplastic Striping	LS	<u>1</u>	<u>400.00</u>	<u>400.00</u>
Sum:				<u>\$35,028.00</u>	

SPITZER ROAD – SOUTH – 3,737 SY

\$					
21	Mill Existing Surface Course 1.5”	LS	<u>1</u>	<u>7,100.30</u>	<u>7,100.30</u>
22	Street Sweeping	LS	<u>1</u>	<u>350.00</u>	<u>350.00</u>
23	Tack Coat	LS	<u>1</u>	<u>1,870.00</u>	<u>1,870.00</u>
24	Bituminous Surface Course; 1.5”	TON	<u>325</u>	<u>89.00</u>	<u>28,925.00</u>
25	Thermoplastic Striping	LS	<u>1</u>	<u>500.00</u>	<u>500.00</u>
Sum:				<u>\$38,745.30</u>	

HUMBRACHT CIRCLE – SOUTH – 9,983 SY

26	Mill Existing Surface Course 1.5"	LS	1	18,967.70	18,967.70
27	Street Sweeping	LS	1	350.00	350.00
28	Tack Coat	LS	1	4,995.00	4,995.00
29	Bituminous Surface Course; 1.5"	TON	868	89.00	77,252.00
30	Thermoplastic Striping	LS	1	200.00	200.00
Sum:				\$101,764.70	

HARDT CIRCLE – 8,507 SY

31	Mill Existing Surface Course 1.5"	LS	1	16,163.30	16,163.30
32	Street Sweeping	LS	1	350.00	350.00
33	Tack Coat	LS	1	4,255.00	4,255.00
34	Bituminous Surface Course; 1.5"	TON	739	89.00	65,771.00
35	Thermoplastic Striping	LS	1	400.00	400.00
Sum:				\$86,939.30	

BIKE PATHS

36	BCB Bituminous Surface Course 8'; 2"	TON	242	117.00	28,314.00
37	Munger Rd Bituminous Binder Crse 10'; 2.5"	TON	604	117.00	67,044.00
38	Munger Rd Bituminous Surface Crse 10'; 2"	TON	483	117.00	56,511.00
Sum:				\$151,869.00	

111.00

MISCELLANEOUS ITEMS

39	Traffic Control & Protection	LS	1	1,750.00	1,750.00
40	Message Board (1 week duration)	EA	4	800.00	3,200.00
41	B6.12 C&G R/R	LF	1,000	52.00	52,000.00
42	Partial Depth Asphalt Patch; 1.5"	SY	1,360	19.60	26,656.00
43	Full Depth Asphalt Patch; 9"	SY	340	68.00	23,120.00
44	Items Ordered by Engineer	ALW	1	\$50,000.00	\$50,000.00
Sum:				\$156,726.00	

SUMMARY OF BID DIVISIONS

Brewster Creek Blvd	\$244,524.50
Schiferl Road	\$100,095.70
Hecht Drive	\$98,014.10
Hecht Court	\$35,028.00
Spitzer Road – South	\$38,745.30
Humbracht Cir – South	\$101,764.70
Bike Paths	\$151,869.00
Miscellaneous	\$156,726.00
Hardt Circle	\$86,939.30
Total	\$1,013,706.60

This Proposal includes the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

SUBMITTED:

CONTRACTOR:

CORPORATE NAME: Geneva Construction Co.

DATED: 12-7-2022

BUSINESS NAME: _____

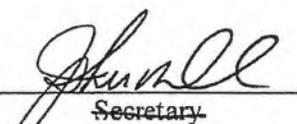
BUSINESS ADDRESS: PO BOX 998

AURORA IL 60507

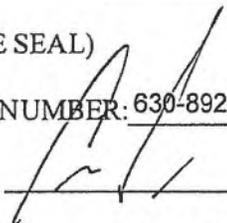
(CORPORATE SEAL)

TELEPHONE NUMBER: 630-892-4357

Attest:


Secretary
John Miller / Treasurer

SIGNED BY:


Officer
Cass Price / Vice President

- Perform Utility Coordination in order to coordinate any required utility adjustments/relocations with private utility companies.
- Prepare "For Construction" plans and specifications as required by the Village of Bartlett and/or DuPage County in order to obtain required permits from said entities.
- Construct the project per the "For Construction" plans and specifications.
- Obtain acceptance of the project by the Village of Bartlett and/or DuPage County.

**ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The date of commencement is the date from which the Contract Time of paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below, or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

3.2 The Contractor shall receive substantial completion of the entire Work as follows:

Substantial completion of this contract shall be achieved by November 17, 2023, subject to adjustments of this Contract Time as provided in the Contract Documents and is defined as completion of bituminous bike path and erosion control measures that allow public use of the project area.

**ARTICLE 4
CONTRACT SUM**

4.1 The Owner shall pay the Design/Builder in current funds for the Design/Builder's performance of the Contract a Guaranteed Maximum Price (GMP) of **Three Hundred Seventy-Seven Thousand Fifty dollars and 00/100 (\$377,050.00)**, subject to additions and deductions as provided in the Contract Documents.

4.2 The GMP is detailed in Exhibit A.

4.2A Design Build services for this agreement as defined in Exhibit A shall be considered Lump Sum items.

4.2B V3 Trade Contracting services for this agreement as defined in Exhibit A shall be considered Time and Materials and tracked under the following categories:

Foreman w/ Truck	\$135.00 / HR S.T.
Foreman w/ Truck	\$170.00 / HR O.T.
Laborer	\$105.00 / HR S.T.
Laborer	\$135.00 / HR O.T.
Operating Engineer w/ Equipment	\$240.00 / HR S.T.
Operating Engineer w/ Equipment	\$275.00 / HR O.T.

4.2C Material costs and subcontractor costs shall be passed through and marked up 15%.

**ARTICLE 5
PROGRESS PAYMENTS**

5.1 Based upon Applications for Payment submitted by the Design/Builder to the Owner, the Owner shall make progress payments on account of the Contract Sum to the Design/Builder as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

5.3 The Owner shall make payment not later than thirty (15) days after the Owner receives approval of the Application for Payment by the Village of Bartlett.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Design/Builder in accordance with the Contract Documents.

**ARTICLE 6
FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design/Builder when (1) the Contract has been fully performed by the Design/Builder except for the Design/Builder's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Owner; such final payment shall be made by the Owner not more than 30-days after the issuance of the final Project Certificate for Payment or as follows:

**ARTICLE 7
MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the contract documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

7.3 Design Builder and all subcontractors shall pay current Prevailing Wage rates for all labor associated with work at the project site and shall provide certified payroll documentation with each application for payment.

7.4 Materials supplied for this project shall not be exempt from Sales Tax.

7.5 Design Builder shall issue a Certificate of Insurance to Owner consisting of Commercial General Liability coverage, Automobile Liability coverage, Workers Compensation and Employers Liability coverage and Umbrella Liability coverage endorsed to BCBP, LLC with Elmhurst-Chicago Stone Holdings Company, Elmhurst-Chicago Stone LLC and the Village of Bartlett as "additional insureds".

**ARTICLE 8
TERMINATION OR SUSPENSION**

8.1 The Contract may be terminated by the Owner or the Design/Builder as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

**ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS**

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Design/Builder.

Document	Title	Pages
Exhibit A	GMP Summary	1

This Agreement is entered to as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the Design/Builder and one to the Owner.

**OWNER
BCBP, LLC.**

**DESIGN/BUILDER
V3 CONSTRUCTION GROUP, LTD.**

(Signature)

(Signature)

(Printed Name & Title)

(Printed Name & Title)

(Date Signed)

(Date Signed)



EXHIBIT A: GMP SUMMARY

To: BCBP, LLC	Contact: Jeff Brown
Address: 400 West First Street Elmhurst, Illinois 60126	Phone: 630.832.4000 Email: jbrown@ecstone.com
Project Name: Brewster Creek Business Park Path Improvements	Ref #: B22-178
Location: Bartlett, Illinois	Date: 12/6/2022

V3 Construction Group, Ltd. proposes to execute the following work:

Munger Bike Path from Stearns Road to Brewster Creek Boulevard, +/- 3,750 LF - 10.0' Wide, 6" Aggregate Base, 2.50" HMA Binder, 2" HMA Surface

ITEM	DESCRIPTION	QUANTITY	UNIT	TOTAL
1.10	DESIGN BUILD SERVICES			\$ 61,050.00
1.11	Engineering & Design	1.00	LSUM	
1.12	Topographic Survey	1.00	LSUM	
1.13	Construction Layout	1.00	LSUM	
1.14	Design Build Fee	1.00	LSUM	
1.20	SILT FENCE INSTALLATION & REMOVAL			\$ 25,900.00
1.21	Silt Fence Crew - Install	90.00	HOUR	
1.22	Silt Fence Crew - Remove	90.00	HOUR	
1.23	Supply Silt Fence	7,500.00	LF	
1.30	EARTH EXCAVATION & DISPOSAL			\$ 60,750.00
1.31	Excavation Crew	10.00	HOUR	
1.32	Disposal Fee (Bluff City Materials)	145.00	LOAD	
1.33	Trucking, Six-Wheeler Hourly	220.00	HOUR	
1.34	Daylight Exist. Utilities (Laborers)	32.00	HOUR	
1.40	AGGREGATE BASE INSTALLATION			\$ 95,650.00
1.41	Aggregate Paving Crew	40.00	HOUR	
1.42	Trucking, Six-Wheeler Hourly	160.00	HOUR	
1.43	Material Supply, CA-6 - FOB Bartlett	1,390.00	TON	
1.44	Material Supply, 6oz Non-Woven Fabric	4,800.00	SY	
1.45	Material Supply, CA-1 - FOB Bartlett	400.00	TON	
1.50	TURF RESTORATION (20' Wide)			\$ 85,150.00
1.51	Excavation Crew (Topsoil Plcmt)	32.00	HOUR	
1.52	Material Supply, Bulk Topsoil	60.00	LOAD	
1.53	Seed & Blanket Crew	55.00	HOUR	
1.54	Material Supply, IDOT CL-1 Seed & S75BN EG	2.00	ACRE	
1.60	SUBCONTRACT SERVICES			\$ 15,000.00
1.61	Material Testing	1.00	ALLOW	
1.62	Traffic Control & Protection	1.00	ALLOW	
1.70	CONTINGENCY			\$ 33,550.00
1.71	Owners Construction Contingency	1.00	ALLOW	
				\$ 377,050.00

Project Notes:

- 1) HMA Furnish & Installation costs are included in a separate bid package



V3 COMPANIES
GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering and/or other Professional Services in accordance with generally accepted and currently recognized practices and principles and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. 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 CONSULTANT 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, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT 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 CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges including all costs of collection (including reasonable attorneys' fees). CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) 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 CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. DIGITAL TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

12. 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.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed \$100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. HAZARDOUS MATERIALS

The Consultant, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials on this project. The Owner acknowledges that, with regard to this Agreement, the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials"). Those services are not included in the scope of this Agreement.

15. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND DESIGN/BUILDER**

This agreement constitutes the full and complete agreement between Owner and Design/Builder and supersedes any prior agreement, written or oral.

Agreement

Made as of the 21st day of December, 2022

(In words, indicate day, month, and year)

BETWEEN the Owner: BCBP, LLC.
(Name & address) 400 W. First St
 Elmhurst, IL 60126

and the Design/Builder: V3 Construction Group, Ltd.
(Name & address) 7325 Janes Avenue, Suite 100
 Woodridge, IL 60517

For the Following Project: **Brewster Creek Boulevard Bike Path Design-Build**

The work of this contract includes the full design, permitting, and reconstruction of the existing bike path located along the west side of Brewster Creek Boulevard from the north side of Stearns Road to the south side of Hecht Drive at the Brewster Creek Business Park in Bartlett, IL. It is anticipated that the path will be 8 feet wide and consist of a 2.0" HMA and 6" Aggregate Base Course pavement section.

The Owner and Design/Builder agree as set forth below.

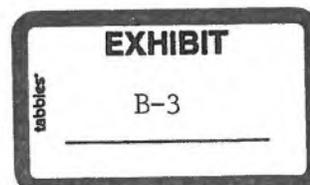
**ARTICLE 1
THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement and V3 Companies General Terms and Conditions; these form the contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2
THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described as follows:

- Obtain survey information for the limits of the project.



- Perform Utility Coordination in order to coordinate any required utility adjustments/relocations with private utility companies.
- Prepare "For Construction" plans and specifications as required by the Village of Bartlett in order to obtain required permits.
- Construct the project per the "For Construction" plans and specifications.
- Obtain acceptance of the project by the Village of Bartlett.

**ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The date of commencement is the date from which the Contract Time of paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below, or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

3.2 The Contractor shall receive substantial completion of the entire Work as follows:

Substantial completion of this contract shall be achieved by November 17, 2023, subject to adjustments of this Contract Time as provided in the Contract Documents and is defined as completion of bituminous bike path and erosion control measures that allow public use of the project area.

**ARTICLE 4
CONTRACT SUM**

4.1 The Owner shall pay the Design/Builder in current funds for the Design/Builder's performance of the Contract a Guaranteed Maximum Price (GMP) of **One Hundred Sixty-Three Thousand Seven Hundred Fifty and 00/100 dollars (\$163,750.00)**, subject to additions and deductions as provided in the Contract Documents.

4.2 The GMP is detailed in Exhibit A.

4.2A Design Build services for this agreement as defined in Exhibit A shall be considered Lump Sum items.

4.2B V3 Trade Contracting services for this agreement as defined in Exhibit A shall be considered Time and Materials and tracked under the following categories:

Foreman w/ Truck	\$135.00 / HR S.T.
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Operating Engineer w/ Equipment	\$275.00 / HR O.T.

4.2C Material costs and subcontractor costs shall be passed through and marked up 15%.

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5.1 Based upon Applications for Payment submitted by the Design/Builder to the Owner, the Owner shall make progress payments on account of the Contract Sum to the Design/Builder as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

5.3 The Owner shall make payment not later than thirty (15) days after the Owner receives approval of the Application for Payment by the Village of Bartlett.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Design/Builder in accordance with the Contract Documents.

**ARTICLE 6
FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design/Builder when (1) the Contract has been fully performed by the Design/Builder except for the Design/Builder's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Owner; such final payment shall be made by the Owner not more than 30-days after the issuance of the final Project Certificate for Payment or as follows:

**ARTICLE 7
MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the contract documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

7.3 Design Builder and all subcontractors shall pay current Prevailing Wage rates for all labor associated with work at the project site and shall provide certified payroll documentation with each application for payment.

7.4 Materials supplied for this project shall not be exempt from Sales Tax.

7.5 Design Builder shall issue a Certificate of Insurance to Owner consisting of Commercial General Liability coverage, Automobile Liability coverage, Workers Compensation and Employers Liability coverage and Umbrella Liability coverage endorsed to BCBP, LLC with Elmhurst-Chicago Stone Holdings Company, Elmhurst-Chicago Stone LLC and the Village of Bartlett as "additional insureds".

**ARTICLE 8
TERMINATION OR SUSPENSION**

8.1 The Contract may be terminated by the Owner or the Design/Builder as provided in Article 5 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 4 of the General Conditions.

**ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS**

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Design/Builder.

Document	Title	Pages
Exhibit A	GMP Summary	1

This Agreement is entered to as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the Design/Builder and one to the Owner.

**OWNER
BCBP, LLC.**

**DESIGN/BUILDER
V3 CONSTRUCTION GROUP, LTD.**

(Signature)

(Signature)

(Printed Name & Title)

(Printed Name & Title)

(Date Signed)

(Date Signed)



EXHIBIT A: GMP SUMMARY

To: BCBP, LLC Address: 400 West First Street Elmhurst, Illinois 60126	Contact: Jeff Brown Phone: 630.832.4000 Email: jbrown@ecstone.com
Project Name: Brewster Creek Business Park Path Improvements Location: Bartlett, Illinois	Ref #: B22-178 Date: 12/6/2022

V3 Construction Group, Ltd. proposes to execute the following work:

Brewster Creek Boulevard Bike Path from Stearns Road to Hecht Court, +/- 2,350 LF - 8.0' Wide, 4" Aggregate Base Supplimentation, 2" Surface Remove & Replace

ITEM	DESCRIPTION	QUANTITY	UNIT	TOTAL
1.10	DESIGN BUILD SERVICES			\$ 25,250.00
1.11	Engineering & Design	1.00	LSUM	
1.12	Topographic Survey	1.00	LSUM	
1.13	Construction Layout	1.00	LSUM	
1.14	Design Build Fee	1.00	LSUM	
1.20	SILT FENCE INSTALLATION & REMOVAL			\$ 14,950.00
1.21	Silt Fence Crew - Install	16.00	HOUR	
1.22	Silt Fence Crew - Remove	16.00	HOUR	
1.24	Supply Silt Fence	4,700.00	LF	
1.30	PAVEMENT REMOVE & DISPOSE/ UTILITY ADJUSTMENTS			\$ 26,300.00
1.31	Excavation Crew	20.00	HOUR	
1.32	Disposal Fee (Bluff City Materials)	45.00	LOAD	
1.33	Trucking, Six-Wheeler Hourly	45.00	HOUR	
1.40	AGGREGATE BASE SUPPLIMENTATION			\$ 22,200.00
1.41	Aggregate Paving Crew	10.00	HOUR	
1.42	Trucking, Six-Wheeler Hourly	40.00	HOUR	
1.43	Material Supply, CA-6 - FOB Bartlett	450.00	TON	
1.50	TURF RESTORATION (20' Wide)			\$ 53,050.00
1.51	Excavation Crew (Topsoil Plcmnt)	20.00	HOUR	
1.52	Material Supply, Bulk Topsoil	36.00	LOAD	
1.53	Seed & Blanket Crew	32.00	HOUR	
1.54	Material Supply, IDOT CL-1 Seed & S75BN ECB	1.50	ACRE	
1.60	SUBCONTRACT SERVICES			\$ 7,500.00
1.61	Material Testing	1.00	ALLOW	
1.62	Traffic Control & Protection	1.00	ALLOW	
1.70	CONTINGENCY			\$ 14,500.00
1.71	Owners Const. Contingency (10%)	1.00	ALLOW	
PROJECT TOTAL:				\$ 163,750.00

Project Notes:

- 1) HMA Furnish & Installation costs are included in a separate bid package



V3 COMPANIES GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering and/or other Professional Services in accordance with generally accepted and currently recognized practices and principles and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. 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 CONSULTANT 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, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT 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 CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges including all costs of collection (including reasonable attorneys' fees). CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) 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 CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. DIGITAL TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

12. 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.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed \$100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. HAZARDOUS MATERIALS

The Consultant, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials on this project. The Owner acknowledges that, with regard to this Agreement, the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials"). Those services are not included in the scope of this Agreement.

15. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND DESIGN/BUILDER**

This agreement constitutes the full and complete agreement between Owner and Design/Builder and supersedes any prior agreement, written or oral.

Agreement

Made as of the 21st day of December, 2022
(In words, indicate day, month, and year)

BETWEEN the Owner: BCBP, LLC.
(Name & address) 400 W. First St
 Elmhurst, IL 60126

and the Design/Builder: V3 Construction Group, Ltd.
(Name & address) 7325 Janes Avenue, Suite 100
 Woodridge, IL 60517

For the Following Project: **West Bartlett Road/Munger Road Intersection Bike Path Design-Build**

The work of this contract includes the full design, permitting, and construction of the bike path connection located at the south leg of the intersection of Munger Road and West Bartlett Road at the Brewster Creek Business Park in Bartlett, IL. It is anticipated that the path will be 10 feet wide and consist of a 2.0" HMA and 6" Aggregate Base Course pavement section as well as existing P.C.C. pavement removal and replacement and traffic signal crossing improvements.

The Owner and Design/Builder agree as set forth below.

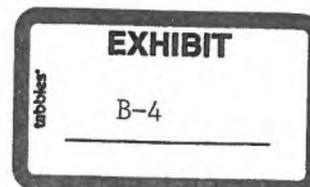
**ARTICLE 1
THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement and V3 Companies General Terms and Conditions; these form the contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2
THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described as follows:

- Obtain survey information for the limits of the project.



- Perform Utility Coordination in order to coordinate any required utility adjustments/relocations with private utility companies.
- Prepare "For Construction" plans and specifications as required by the Village of Bartlett and/or Cook County in order to obtain required permits from said entities.
- Construct the project per the "For Construction" plans and specifications.
- Obtain acceptance of the project by the Village of Bartlett and/or Cook County.

**ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The date of commencement is the date from which the Contract Time of paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below, or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

3.2 The Contractor shall receive substantial completion of the entire Work as follows:

Substantial completion of this contract shall be achieved by November 17, 2023, subject to adjustments of this Contract Time as provided in the Contract Documents and is defined as completion of bituminous bike path and erosion control measures that allow public use of the project area.

**ARTICLE 4
CONTRACT SUM**

4.1 The Owner shall pay the Design/Builder in current funds for the Design/Builder's performance of the Contract a Guaranteed Maximum Price (GMP) of Two Hundred Forty-Six Thousand dollars and 00/100 (\$246,000.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The GMP is detailed in Exhibit A.

4.2A Design Build services for this agreement as defined in Exhibit A shall be considered Lump Sum items.

4.2B V3 Trade Contracting services for this agreement as defined in Exhibit A shall be considered Time and Materials and tracked under the following categories:

Foreman w/ Truck	\$135.00 / HR S.T.
Foreman w/ Truck	\$170.00 / HR O.T.
Laborer	\$105.00 / HR S.T.
Laborer	\$135.00 / HR O.T.
Operating Engineer w/ Equipment	\$240.00 / HR S.T.
Operating Engineer w/ Equipment	\$275.00 / HR O.T.

4.2C Material costs and subcontractor costs shall be passed through and marked up 15%.

**ARTICLE 5
PROGRESS PAYMENTS**

5.1 Based upon Applications for Payment submitted by the Design/Builder to the Owner, the Owner shall make progress payments on account of the Contract Sum to the Design/Builder as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

5.3 The Owner shall make payment not later than thirty (15) days after the Owner receives approval of the Application for Payment by the Village of Bartlett.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Design/Builder in accordance with the Contract Documents.

**ARTICLE 6
FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design/Builder when (1) the Contract has been fully performed by the Design/Builder except for the Design/Builder's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Owner; such final payment shall be made by the Owner not more than 30-days after the issuance of the final Project Certificate for Payment or as follows:

**ARTICLE 7
MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the contract documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

7.3 Design Builder and all subcontractors shall pay current Prevailing Wage rates for all labor associated with work at the project site and shall provide certified payroll documentation with each application for payment.

7.4 Materials supplied for this project shall not be exempt from Sales Tax.

7.5 Design Builder shall issue a Certificate of Insurance to Owner consisting of Commercial General Liability coverage, Automobile Liability coverage, Workers Compensation and Employers Liability coverage and Umbrella Liability coverage endorsed to BCBP, LLC with Elmhurst-Chicago Stone Holdings Company, Elmhurst-Chicago Stone LLC and the Village of Bartlett as "additional insureds".

**ARTICLE 8
TERMINATION OR SUSPENSION**

8.1 The Contract may be terminated by the Owner or the Design/Builder as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

**ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS**

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Design/Builder.

Document	Title	Pages
Exhibit A	GMP Summary	1

This Agreement is entered to as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the Design/Builder and one to the Owner.

**OWNER
BCBP, LLC.**

**DESIGN/BUILDER
V3 CONSTRUCTION GROUP, LTD.**

(Signature)

(Signature)

(Printed Name & Title)

(Printed Name & Title)

(Date Signed)

(Date Signed)



EXHIBIT A: GMP SUMMARY

To: BCBP, LLC	Contact: Jeff Brown
Address: 400 West First Street Elmhurst, Illinois 60126	Phone: 630.832.4000 Email: jbrown@ecstone.com
Project Name: Brewster Creek Business Park Path Improvements	Ref #: B22-178
Location: Bartlett, Illinois	Date: 12/6/2022

V3 Construction Group, Ltd. proposes to execute the following work:

Munger Road Bike Path at south leg of the West Bartlett Road intersection - PCC pavement removal & replacement, traffic signal modifications and HMA path connections

ITEM	DESCRIPTION	QUANTITY	UNIT	TOTAL
1.10	DESIGN BUILD SERVICES			\$ 41,500.00
	1.11 Engineering & Design	1.00	LSUM	
	1.12 Topographic Survey	1.00	LSUM	
	1.13 Construction Layout	1.00	LSUM	
	1.14 Design Build Fee	1.00	LSUM	
1.20	SILT FENCE INSTALLATION & REMOVAL			\$ 1,750.00
	1.21 Silt Fence Crew - Install	6.00	HOUR	
	1.22 Silt Fence Crew - Remove	6.00	HOUR	
	1.23 CAT 289 Skidsteer	4.00	HOUR	
	1.24 Supply Silt Fence	330.00	LF	
1.30	EARTH EXCAVATION & DISPOSAL			\$ 6,400.00
	1.31 Excavation Crew	4.00	HOUR	
	1.32 Disposal Fee (Bluff City Materials)	10.00	LOAD	
	1.33 Trucking, Six-Wheeler Hourly	10.00	HOUR	
	1.34 Daylight Exist. Utilities (Laborers)	8.00	HOUR	
1.40	AGGREGATE BASE INSTALLATION			\$ 7,000.00
	1.41 Aggregate Paving Crew	4.00	HOUR	
	1.42 Trucking, Six-Wheeler Hourly	8.00	HOUR	
	1.43 Material Supply, CA-6 - FOB Bartlett	80.00	TON	
	1.44 Material Supply, 6oz Non-Woven Fabric	300.00	SY	
	1.45 Material Supply, CA-1 - FOB Bartlett	22.00	TON	
1.50	TURF RESTORATION (20' Wide)			\$ 9,600.00
	1.51 Seed & Blanket Crew	32.00	HOUR	
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	1.61 Material Testing	1.00	ALLOW	\$ 2,500.00
	1.62 Traffic Signal Upgrades	1.00	ALLOW	\$ 75,000.00
	1.63 Concrete Pavement Removal & Replacement	385.00	SY	\$ 57,750.00
	1.64 Traffic Control & Protection	1.00	ALLOW	\$ 15,000.00
	1.65 Asphalt Paving Subcontractor	1.00	ALLOW	\$ 4,500.00
1.70	CONTINGENCY			\$ 25,000.00
	1.71 Owners Construction Contingency	1.00	ALLOW	
				\$ 246,000.00



V3 COMPANIES GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
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In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. DIGITAL TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

12. 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.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed \$100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. HAZARDOUS MATERIALS

The Consultant, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials on this project. The Owner acknowledges that, with regard to this Agreement, the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials"). Those services are not included in the scope of this Agreement.

15. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.



December 7, 2022

Mr. Jeff Brown
BCBP, LLC
400 West First Street
Elmhurst, IL 60126

Re: Brewster Creek Business Park
2023 Pavement Program – Village TIF - Construction Management
Materials Testing Allowance

Dear Jeff:

V3 Companies is pleased to submit this proposal to provide Construction Management and Materials Testing services for BCBP, LLC. If you find this proposal to be acceptable, the executed copies of this letter will constitute an agreement between BCBP, LLC (CLIENT) and V3 Companies for services on this project.

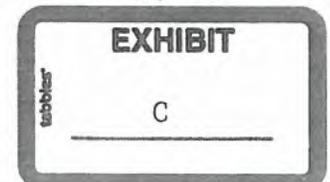
PROJECT UNDERSTANDING

It is our understanding that approximately 68,000 sy of the following Village owned streets will be milled and overlaid at Brewster Creek Business Park:

- Brewster Creek Boulevard from Stearns Road to Munger Road
- Schiferl Road from Brewster Creek Boulevard to Munger Road
- Hecht Drive from Brewster Creek Boulevard to Spitzer Road
- Hecht Court
- Spitzer Road South (section in DuPage County)
- Humbracht Circle South from Munger Road to the north leg of Hardt Circle
- Hardt Circle

Construction Management services provided by V3 Companies will include the following:

- Assemble a bid package for distribution to select asphalt pavement contractors.
- Conduct scope reviews and provide an award recommendation to CLIENT.
- Administer construction contract including management of the trade contract, monthly pay applications and change orders.
- Perform quality control, schedule management and testing agency coordination throughout the construction process.
- Subcontract a testing agency at a not to exceed fee schedule.



The total **Construction Management** fee included in this **Professional Services Proposal** is **\$65,000.00 Lump Sum**.

The total **Material Testing** fee allowance included in this **Professional Services Proposal** is **\$20,000.00**.

We appreciate the opportunity to present this proposal and look forward to working with you on this project.

Sincerely,
V3 COMPANIES, LTD.



Keith C. Butkus, P.E.
Senior Project Manager

Accepted For:
BCBP, LLC

By: _____

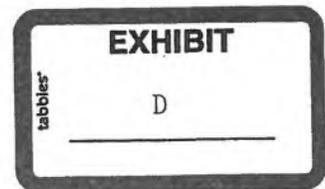
Title: _____

Date: _____

BREWSTER CREEK BUSINESS PARK

12/12/2022

Village TIF - 2023 Pavement Program	\$ 1,013,706.60
Village TIF - V3 Construction Management	\$ 65,000.00
Village TIF - Material Testing Allowance	\$ 20,000.00
Brewster Creek Boulevard Path - V3 Design/Build	\$ 163,750.00
Munger Road Path - V3 Design/Build	\$ 377,050.00
West Bartlett/Munger Crossing - V3 Design/Build - 50%	\$ 123,000.00
TOTAL	\$ 1,762,506.60
ECS TIF - 2023 Pavement Program	\$ 250,357.00
ECS TIF - V3 Construction Management	\$ 20,000.00
ECS TIF - Material Testing Allowance	\$ 5,000.00
Munger-Brewster Creek Boulevard Path - V3 Design/Build	\$ 323,000.00
West Bartlett/Munger Crossing - V3 Design/Build - 50%	\$ 123,000.00
TOTAL	\$ 721,357.00



**BREWSTER CREEK BUSINESS PARK
2023 PAVEMENT PROGRAM
BID TABULATION**

12/7/2022

	Geneva Construction	A Lamp	Orange Crush	RW Dunteman
ECS DEVELOPER	\$ 106,831.00	\$ 112,900.00	\$ 108,767.50	\$ 137,073.14
ECS TIF	\$ 250,357.00	\$ 258,867.00	\$ 253,272.00	\$ 271,061.82
VILLAGE TIF	\$ 1,013,706.60	\$ 1,005,865.00	\$ 1,033,443.00	\$ 1,124,948.53
TOTAL BID	\$ 1,370,894.60	\$ 1,377,632.00	\$ 1,395,482.50	\$ 1,533,083.49

**BREWSTER CREEK BUSINESS PARK
2023 PAVEMENT PROGRAM - VILLAGE TIF
BID TABULATION**

12/7/2022

			Geneva Construction		A Lamp		Orange Crush		RW Dunteman		
<i>Brewster Creek Boulevard</i>											
1	Mill Existing Pavement	LS	1	\$ 43,842.50	\$ 43,842.50	\$ 24,300.00	\$ 24,300.00	\$ 46,150.00	\$ 46,150.00	\$ 52,309.82	\$ 52,309.82
2	Street Sweeping	LS	1	\$ 700.00	\$ 700.00	\$ 900.00	\$ 900.00	\$ 3,461.25	\$ 3,461.25	\$ 1,124.74	\$ 1,124.74
3	Tack Coat	LS	1	\$ 11,537.00	\$ 11,537.00	\$ 6,200.00	\$ 6,200.00	\$ 8,076.25	\$ 8,076.25	\$ 6,119.49	\$ 6,119.49
4	Bituminous Surface Course, 1.5"	TON	2,065	\$ 89.00	\$ 178,445.00	\$ 101.00	\$ 202,505.00	\$ 88.00	\$ 176,440.00	\$ 108.49	\$ 217,522.45
5	Thermoplastic Striping	ALL	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
SUM:				\$ 244,524.50		\$ 243,905.00		\$ 244,127.50		\$ 287,076.50	
<i>SCHIFERL ROAD</i>											
1	Mill Existing Pavement	LS	1	\$ 18,606.70	\$ 18,606.70	\$ 10,300.00	\$ 10,300.00	\$ 19,586.00	\$ 19,586.00	\$ 22,407.29	\$ 22,407.29
2	Street Sweeping	LS	1	\$ 350.00	\$ 350.00	\$ 550.00	\$ 550.00	\$ 1,468.95	\$ 1,468.95	\$ 1,124.74	\$ 1,124.74
3	Tack Coat	LS	1	\$ 4,900.00	\$ 4,900.00	\$ 2,800.00	\$ 2,800.00	\$ 3,427.55	\$ 3,427.55	\$ 2,596.75	\$ 2,596.75
4	Bituminous Surface Course, 1.5"	TON	851	\$ 89.00	\$ 75,739.00	\$ 101.00	\$ 85,951.00	\$ 88.00	\$ 74,888.00	\$ 109.33	\$ 93,039.83
5	Thermoplastic Striping	LS	1	\$ 500.00	\$ 500.00	\$ 900.00	\$ 900.00	\$ 600.00	\$ 600.00	\$ 1,200.00	\$ 1,200.00
SUM:				\$ 100,095.70		\$ 100,501.00		\$ 99,970.50		\$ 120,368.61	
<i>HECHT DRIVE</i>											
11	Mill Existing Pavement	LS	1	\$ 18,238.10	\$ 18,238.10	\$ 10,150.00	\$ 10,150.00	\$ 19,198.00	\$ 19,198.00	\$ 22,407.29	\$ 22,407.29
12	Street Sweeping	LS	1	\$ 350.00	\$ 350.00	\$ 550.00	\$ 550.00	\$ 1,439.85	\$ 1,439.85	\$ 1,124.74	\$ 1,124.74
13	Tack Coat	LS	1	\$ 4,800.00	\$ 4,800.00	\$ 2,800.00	\$ 2,800.00	\$ 3,359.65	\$ 3,359.65	\$ 2,545.92	\$ 2,545.92
14	Bituminous Surface Course, 1.5"	TON	834	\$ 89.00	\$ 74,226.00	\$ 101.00	\$ 84,234.00	\$ 88.00	\$ 73,392.00	\$ 107.86	\$ 89,955.24
15	Thermoplastic Striping	LS	1	\$ 400.00	\$ 400.00	\$ 900.00	\$ 900.00	\$ 600.00	\$ 600.00	\$ 1,200.00	\$ 1,200.00
SUM:				\$ 98,014.10		\$ 98,634.00		\$ 97,989.50		\$ 117,233.19	
<i>HECHT COURT</i>											
20	Mill Existing Pavement	LS	1	\$ 6,422.00	\$ 6,422.00	\$ 3,600.00	\$ 3,600.00	\$ 6,760.00	\$ 6,760.00	\$ 8,070.77	\$ 8,070.77
21	Street Sweeping	LS	1	\$ 350.00	\$ 350.00	\$ 550.00	\$ 550.00	\$ 507.00	\$ 507.00	\$ 1,124.74	\$ 1,124.74
22	Tack Coat	LS	1	\$ 1,690.00	\$ 1,690.00	\$ 925.00	\$ 925.00	\$ 1,183.00	\$ 1,183.00	\$ 897.26	\$ 897.26
23	Bituminous Surface Course, 1.5"	TON	294	\$ 89.00	\$ 26,166.00	\$ 101.00	\$ 29,694.00	\$ 88.00	\$ 25,872.00	\$ 110.28	\$ 32,422.32
24	Thermoplastic Striping	LS	1	\$ 400.00	\$ 400.00	\$ 600.00	\$ 600.00	\$ 400.00	\$ 400.00	\$ 200.00	\$ 200.00
SUM:				\$ 35,028.00		\$ 35,369.00		\$ 34,722.00		\$ 42,715.09	
<i>SPITZER ROAD - SOUTH</i>											
30	Mill Existing Pavement	LS	1	\$ 7,100.30	\$ 7,100.30	\$ 3,925.00	\$ 3,925.00	\$ 7,474.60	\$ 7,474.60	\$ 8,780.39	\$ 8,780.39
31	Street Sweeping	LS	1	\$ 350.00	\$ 350.00	\$ 550.00	\$ 550.00	\$ 560.55	\$ 560.55	\$ 1,124.74	\$ 1,124.74
32	Tack Coat	LS	1	\$ 1,870.00	\$ 1,870.00	\$ 2,800.00	\$ 2,800.00	\$ 1,307.95	\$ 1,307.95	\$ 992.29	\$ 992.29
33	Bituminous Surface Course, 1.5"	TON	325	\$ 89.00	\$ 28,925.00	\$ 101.00	\$ 32,825.00	\$ 88.00	\$ 28,600.00	\$ 107.51	\$ 34,940.75
34	Thermoplastic Striping	LS	1	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 1,200.00	\$ 1,200.00
SUM:				\$ 38,745.30		\$ 40,700.00		\$ 38,542.50		\$ 47,038.17	
<i>HUMBRACHT CIRCLE - SOUTH</i>											
30	Mill Existing Pavement	LS	1	\$ 18,967.70	\$ 18,967.70	\$ 10,500.00	\$ 10,500.00	\$ 19,966.00	\$ 19,966.00	\$ 22,853.15	\$ 22,853.15
31	Street Sweeping	LS	1	\$ 350.00	\$ 350.00	\$ 550.00	\$ 550.00	\$ 1,497.45	\$ 1,497.45	\$ 1,124.74	\$ 1,124.74
32	Tack Coat	LS	1	\$ 4,995.00	\$ 4,995.00	\$ 2,800.00	\$ 2,800.00	\$ 3,494.05	\$ 3,494.05	\$ 2,647.58	\$ 2,647.58
33	Bituminous Surface Course, 1.5"	TON	868	\$ 89.00	\$ 77,252.00	\$ 101.00	\$ 87,668.00	\$ 88.00	\$ 76,384.00	\$ 108.78	\$ 94,421.04
34	Thermoplastic Striping	LS	1	\$ 200.00	\$ 200.00	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
SUM:				\$ 101,764.70		\$ 101,818.00		\$ 101,541.50		\$ 121,246.51	
<i>HARDT CIRCLE</i>											
30	Mill Existing Pavement	LS	1	\$ 16,163.30	\$ 16,163.30	\$ 9,000.00	\$ 9,000.00	\$ 17,014.00	\$ 17,014.00	\$ 19,365.28	\$ 19,365.28
31	Street Sweeping	LS	1	\$ 350.00	\$ 350.00	\$ 550.00	\$ 550.00	\$ 1,276.05	\$ 1,276.05	\$ 1,124.74	\$ 1,124.74
32	Tack Coat	LS	1	\$ 4,255.00	\$ 4,255.00	\$ 2,500.00	\$ 2,500.00	\$ 2,977.45	\$ 2,977.45	\$ 2,256.41	\$ 2,256.41
33	Bituminous Surface Course, 1.5"	TON	739	\$ 89.00	\$ 65,771.00	\$ 101.00	\$ 74,639.00	\$ 88.00	\$ 65,032.00	\$ 108.97	\$ 80,528.83
34	Thermoplastic Striping	LS	1	\$ 400.00	\$ 400.00	\$ 600.00	\$ 600.00	\$ 400.00	\$ 400.00	\$ 200.00	\$ 200.00
SUM:				\$ 86,939.30		\$ 87,289.00		\$ 86,699.50		\$ 103,475.26	
<i>BIKE PATHS</i>											
30	DCB Bituminous Surface Course	TON	242	\$ 117.00	\$ 28,314.00	\$ 111.00	\$ 26,862.00	\$ 115.00	\$ 27,830.00	\$ 96.53	\$ 23,360.26
31	Munger Rd Binder Course	TON	604	\$ 111.00	\$ 67,044.00	\$ 107.00	\$ 64,628.00	\$ 105.00	\$ 63,420.00	\$ 88.68	\$ 53,562.72
32	Munger Rd Surface Course	TON	483	\$ 117.00	\$ 56,511.00	\$ 113.00	\$ 54,579.00	\$ 115.00	\$ 55,545.00	\$ 96.58	\$ 46,648.14
SUM:				\$ 151,869.00		\$ 146,069.00		\$ 146,795.00		\$ 123,571.12	
<i>MISCELLANEOUS</i>											
	Traffic Control & Protection	LS	1	\$ 1,750.00	\$ 1,750.00	\$ 3,400.00	\$ 3,400.00	\$ 10,195.00	\$ 10,195.00	\$ 19,328.88	\$ 19,328.88
	Message Board (1 WEEK)	EA	4	\$ 800.00	\$ 3,200.00	\$ 250.00	\$ 1,000.00	\$ 575.00	\$ 2,300.00	\$ 400.00	\$ 1,600.00
	B6 12 C&G Removal & Replacement	LF	1000	\$ 52.00	\$ 52,000.00	\$ 45.50	\$ 45,500.00	\$ 75.00	\$ 75,000.00	\$ 60.00	\$ 60,000.00
	Partial Depth Asphalt Patch, 1.5"	SY	1360	\$ 19.60	\$ 26,656.00	\$ 18.00	\$ 24,480.00	\$ 9.75	\$ 13,260.00	\$ 17.40	\$ 23,664.00
	Full Depth Asphalt Patch, 9.0"	SY	340	\$ 68.00	\$ 23,120.00	\$ 80.00	\$ 27,200.00	\$ 95.00	\$ 32,300.00	\$ 20.68	\$ 7,031.20
	Items Ordered by Engineer	ALL	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
SUM:				\$ 156,726.00		\$ 151,580.00		\$ 183,055.00		\$ 162,224.08	
BID TOTAL:				\$ 1,013,706.60		\$ 1,005,865.00		\$ 1,033,443.00		\$ 1,124,948.53	

**BREWSTER CREEK BUSINESS PARK
2023 PAVEMENT PROGRAM - ECS TIF
BID TABULATION**

12/7/2022

				Geneva Construction		A Lamp		Orange Crush		RW Dunteman	
<i>SPITZER ROAD - NORTH</i>											
31	Street Sweeping	LS	1	\$ 350.00	\$ 350.00	\$ 550.00	\$ 550.00	\$ 1,691.25	\$ 1,691.25	\$ 1,124.74	\$ 1,124.74
32	Tack Coat	LS	1	\$ 5,640.00	\$ 5,640.00	\$ 1,800.00	\$ 1,800.00	\$ 3,946.25	\$ 3,946.25	\$ 2,990.13	\$ 2,990.13
33	Bituminous Surface Course; 1.5"	TON	980	\$ 89.00	\$ 87,220.00	\$ 101.00	\$ 98,980.00	\$ 88.00	\$ 86,240.00	\$ 109.12	\$ 106,937.60
34	Thermoplastic Striping	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
SUM:				\$ 97,210.00		\$ 105,330.00		\$ 95,877.50		\$ 115,052.47	
<i>JACK COURT</i>											
31	Street Sweeping	LS	1	\$ 350.00	\$ 350.00	\$ 550.00	\$ 550.00	\$ 883.05	\$ 883.05	\$ 1,124.74	\$ 1,124.74
32	Tack Coat	LS	1	\$ 2,945.00	\$ 2,945.00	\$ 925.00	\$ 925.00	\$ 2,060.45	\$ 2,060.45	\$ 1,562.47	\$ 1,562.47
33	Bituminous Surface Course; 1.5"	TON	512	\$ 89.00	\$ 45,568.00	\$ 101.00	\$ 51,712.00	\$ 88.00	\$ 45,056.00	\$ 107.92	\$ 55,255.04
34	Thermoplastic Striping	LS	1	\$ -	\$ -	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
SUM:				\$ 48,863.00		\$ 53,487.00		\$ 48,199.50		\$ 58,142.25	
<i>BIKE PATHS</i>											
30	Cook Surface Course	TON	129	\$ 117.00	\$ 15,093.00	\$ 111.00	\$ 14,319.00	\$ 115.00	\$ 14,835.00	\$ 99.40	\$ 12,822.60
31	Lot 8 Binder Course	TON	322	\$ 111.00	\$ 35,742.00	\$ 107.00	\$ 34,454.00	\$ 105.00	\$ 33,810.00	\$ 92.35	\$ 29,736.70
32	Lot 8 Surface Course	TON	257	\$ 117.00	\$ 30,069.00	\$ 111.00	\$ 28,527.00	\$ 115.00	\$ 29,555.00	\$ 99.50	\$ 25,571.50
SUM:				\$ 80,904.00		\$ 77,300.00		\$ 78,200.00		\$ 68,130.80	
<i>MISCELLANEOUS</i>											
	Traffic Control & Protection	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 3,600.00	\$ 3,600.00	\$ 2,570.00	\$ 2,570.00	\$ 6,795.30	\$ 6,795.30
	Message Board (1 WEEK)	EA	2	\$ 800.00	\$ 1,600.00	\$ 250.00	\$ 500.00	\$ 575.00	\$ 1,150.00	\$ 400.00	\$ 800.00
	B6.12 C&G Removal & Replacement	LF	300	\$ 52.00	\$ 15,600.00	\$ 45.50	\$ 13,650.00	\$ 75.00	\$ 22,500.00	\$ 60.89	\$ 18,267.00
	Partial Depth Asphalt Patch; 1.5"	SY	100	\$ 19.60	\$ 1,960.00	\$ 18.00	\$ 1,800.00	\$ 9.75	\$ 975.00	\$ 27.56	\$ 2,756.00
	Full Depth Asphalt Patch; 9.0"	SY	40	\$ 68.00	\$ 2,720.00	\$ 80.00	\$ 3,200.00	\$ 95.00	\$ 3,800.00	\$ 27.95	\$ 1,118.00
SUM:				\$ 23,380.00		\$ 22,750.00		\$ 30,995.00		\$ 29,736.30	
BID TOTAL:				\$ 250,357.00		\$ 258,867.00		\$ 253,272.00		\$ 271,061.82	

**BREWSTER CREEK BUSINESS PARK
2023 PAVEMENT PROGRAM - ECS DEVELOPER
BID TABULATION**

12/7/2022

				Geneva Construction		A Lamp		Orange Crush		RW Dunteman	
<i>HUMBRACHT CIRCLE - NORTH</i>											
1	Mill Existing Pavement	LS	1	\$ 9,786.00	\$ 9,786.00	\$ 5,150.00	\$ 5,150.00	\$ 9,786.00	\$ 9,786.00	\$ 11,346.94	\$ 11,346.94
2	Street Sweeping	LS	1	\$ 350.00	\$ 350.00	\$ 550.00	\$ 550.00	\$ 733.95	\$ 733.95	\$ 1,124.74	\$ 1,124.74
3	Tack Coat	LS	1	\$ 2,450.00	\$ 2,450.00	\$ 1,950.00	\$ 1,950.00	\$ 1,712.55	\$ 1,712.55	\$ 2,598.96	\$ 2,598.96
4	Bituminous Binder Course; 1.5"	TON	425	\$ 86.00	\$ 36,550.00	\$ 96.00	\$ 40,800.00	\$ 80.00	\$ 34,000.00	\$ 114.27	\$ 48,564.75
	Bituminous Surface Course; 1.5"	TON	425	\$ 89.00	\$ 37,825.00	\$ 101.00	\$ 42,925.00	\$ 88.00	\$ 37,400.00	\$ 109.37	\$ 46,482.25
5	Thermoplastic Striping	ALL	1	\$ 400.00	\$ 400.00	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
SUM:				\$ 87,361.00		\$ 91,675.00		\$ 83,832.50		\$ 110,317.64	
MISCELLANEOUS											
	Traffic Control & Protection	LS	1	\$ 750.00	\$ 750.00	\$ 2,750.00	\$ 2,750.00	\$ 735.00	\$ 735.00	\$ 4,857.50	\$ 4,857.50
	Message Board (1 WEEK)	EA	1	\$ 800.00	\$ 800.00	\$ 250.00	\$ 250.00	\$ 575.00	\$ 575.00	\$ 400.00	\$ 400.00
	B6.12 C&G Removal & Replacement	LF	150	\$ 52.00	\$ 7,800.00	\$ 45.50	\$ 6,825.00	\$ 75.00	\$ 11,250.00	\$ 60.10	\$ 9,015.00
	Partial Depth Asphalt Patch; 1.5"	SY	100	\$ 19.60	\$ 1,960.00	\$ 18.00	\$ 1,800.00	\$ 9.75	\$ 975.00	\$ 20.55	\$ 2,055.00
	Full Depth Asphalt Patch; 9.0"	SY	120	\$ 68.00	\$ 8,160.00	\$ 80.00	\$ 9,600.00	\$ 95.00	\$ 11,400.00	\$ 86.90	\$ 10,428.00
SUM:				\$ 19,470.00		\$ 21,225.00		\$ 24,935.00		\$ 26,755.50	
BID TOTAL:				\$ 106,831.00		\$ 112,900.00		\$ 108,767.50		\$ 137,073.14	



Agenda Item Executive Summary

Item Name Bartlett Park Conveyance Intergovernmental Agreement Committee or Board Board

BUDGET IMPACT

Amount: n/a Budgeted n/a

List what fund

EXECUTIVE SUMMARY

The Village of Bartlett and the Bartlett Park District entered into a lease agreement for Bartlett Park commencing on January 1, 1972 and expiring on December 31, 2022. Rather than renew the existing lease, the Village Board directed staff to work with the Bartlett Park District to transfer of the park to the ownership of the Bartlett Park District. An intergovernmental agreement was drafted for the conveyance of Bartlett Park from the Village to the Park District.

The Park District agrees that the Village may continue to utilize Bartlett Park for the Merry and Bright and the National Night Out events with no user fees.

ATTACHMENTS (PLEASE LIST)

Resolution and Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

I move to approve Resolution 2022-____ A resolution approving the intergovernmental agreement for conveyance of Bartlett Park from the Village of Bartlett to the Bartlett Park District.

Staff: Paula Schumacher, Village Administrator Date: December 14, 2022

Memorandum

TO: Village President and Board of Trustees
FROM: Paula Schumacher, Village Administrator
DATE: December 13, 2022
SUBJECT: Bartlett Park Conveyance Intergovernmental Agreement

The Village of Bartlett and the Bartlett Park District entered into a lease agreement for Bartlett Park commencing on January 1, 1972 and expiring on December 31, 2022. The lease states that the Village determined that "it is in the best interest of the people of Bartlett to turn the function of planning, operating and maintaining a park system and recreational program in the Village to the Bartlett Park District". The lease outlines maintenance responsibilities, indemnification and utility payments.

Since the 1972 agreement, the Bartlett Park District has managed and maintained the programming, equipment, fields and buildings at the park. Bartlett Park is the site of iconic community events, including the annual tree lighting and National Night Out celebrations. The Free To Be Me Inclusive Playground was opened late summer 2020, and the Merry and Bright festivities were introduced at the park last year. The park district has spent over \$1 million dollars on Bartlett Park since 2020 with the new playground, making improvements inside the log cabin, updating the landscaping and pathways including a new ADA compliant entrance ramp.

Rather than renew the existing lease, the Village Board directed staff to work with the Bartlett Park District to transfer of the park to the ownership of the Bartlett Park District. An intergovernmental agreement was drafted for the conveyance of Bartlett Park from the Village to the Park District.

The Park District agrees that the Village may continue to utilize Bartlett Park for the Merry and Bright and the National Night Out events with no user fees.

RESOLUTION 2022 - _____

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT
FOR CONVEYANCE OF BARTLETT PARK FROM THE VILLAGE
OF BARTLETT TO THE BARTLETT PARK DISTRICT**

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: That the Intergovernmental Agreement for Conveyance of Bartlett Park from Village of Bartlett to Bartlett Park District dated as of December 20, 2022 (the "Agreement"), a copy of which is appended hereto and is expressly incorporated herein, is hereby approved.

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

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: December 20, 2022

APPROVED: December 20, 2022

Kevin Wallace, President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2022 - _____ enacted on December 20, 2022 and approved on December 20, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

INTERGOVERNMENTAL AGREEMENT FOR CONVEYANCE OF BARTLETT PARK FROM VILLAGE OF BARTLETT TO BARTLETT PARK DISTRICT

This Intergovernmental Agreement for Conveyance of Bartlett Park from Village of Bartlett to Bartlett Park District (“Agreement”) is made and entered into this ___ day of December 2022 (“Effective Date”), by and between the Village of Bartlett, an Illinois municipality, 228 S. Main Street, Bartlett, Illinois 60103 (“Village”), and Bartlett Park District, an Illinois park district, 696 Stearns Road, Bartlett Illinois 60103 (“Park District”). The Village and Park District are sometimes referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

- A. Park District is an Illinois Park District created and operating pursuant to the Illinois Park District Code, 70 ILCS 1205/1-1 et seq. (the “Park Code”).
- B. Village is an Illinois municipality created and operating pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1 et seq. (the “Municipal Code”).
- C. The Village is owner in fee simple of that certain 3.801 acre parcel of real property commonly known as “Bartlett Park,” 102 W. North Avenue, Bartlett Illinois, 60103, legally described and depicted in **Exhibit 1** (“Bartlett Park”).
- D. The Park District wishes to acquire Bartlett Park and the Village wishes to convey Bartlett Park to the Park District pursuant to the terms and conditions set forth in this Agreement.
- E. Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government such as villages and park districts to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance.
- F. Village and Park District are “municipalities” as the term is defined in the Illinois Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq. (“Transfer Act”), and the Village and Park District each has authority to complete this exchange of real property under the provisions of the Transfer Act.
- G. Bartlett Park is not subject to or encumbered by any restriction, condition, limitation, qualification, reversion, possibility of reversion, covenant, agreement or restraint of whatever kind or nature, the effect of which would be to restrict the use or ownership of real estate by a municipality as defined in the Transfer Act, except for that certain Park Lease Agreement dated January 1, 1972 between the Village and the Park District that expires by its own terms on December 31, 2022 (the “Existing Lease”), and any month to month tenancy, or tenancy at sufferance, or other leasehold interest the Park District may have in Bartlett Park until terminated by mutual written agreement as provided herein, or otherwise as provided by law (“BPD’s Ongoing Leasehold Rights”).

- H. The corporate limits of each Party to this Agreement are coextensive with, or partly within and partly without the corporate limits of the other Party.
- I. The Park District has adopted or shall on the Effective date adopt an ordinance declaring that it is necessary or convenient for it to use, occupy or improve Bartlett Park upon the terms as are agreed upon by the corporate authorities of the Parties as set forth in this Agreement,
- J. The Village has adopted or shall on the Effective date adopt a resolution by a vote of 2/3 of the members of the Village Board of Trustees now holding office, authorizing the conveyance of Bartlett Park to the Park District upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein contained, the sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Recitals and Exhibits.

The Recitals set forth above are specifically incorporated into and made a part of this Agreement as though fully set forth in this Section 1. All exhibits identified in this Agreement are by this reference fully incorporated into and made an integral part of this Agreement.

Section 2. Conveyance of Bartlett Park.

Subject to satisfaction or waiver of the contingencies described in Section 3 of this Agreement, the Village agrees to convey to the Park District and the Park District agrees to accept from Village, fee simple title in and to Bartlett Park, including the land, and all improvements thereon, and further including but not by limitation, all buildings, structures, fixtures, easements, alleys, driveways, rights of way, privileges, tenements, hereditaments, uses and interests appurtenant to the land, for the sum of TEN DOLLARS AND 00/100 DOLLARS (\$10.00) on the terms set forth herein. No earnest money shall be required for the transaction contemplated by this Agreement.

Section 3. Due Diligence

Village shall not convey Bartlett Park to the Park District unless and until the following conditions have been satisfied or waived by the Park District:

- A. The Park District performing or causing to be performed upon Bartlett Park such engineering tests, environmental and hazardous substance and toxicological tests, Phase I environmental studies, soil borings, or other physical tests or studies (and reviewing and inspecting all physical, legal and other matters, information and documents) as Park District, in its sole discretion, may determine necessary to verify the suitability of Bartlett Park for Park District's intended use thereof, pursuant to the terms and conditions set forth in the Inspection License attached hereto as **Exhibit 2**.

- B. The representations and warranties of Village set forth herein will be true in all material respects on the Closing Date with the same force and effect as if such representations and warranties were made on and as of the Closing Date, and the covenants by Village shall have been performed in all material respects in accordance with the terms of this Agreement.
- C. Chicago Title Insurance Company (“Title Company”) is unconditionally prepared at the time of Closing to issue to Park District an ALTA 2006 Owners Title Insurance Policy based on its Commitment No. 22008796WF dated July 29, 2022, covering Bartlett Park, with extended coverage, and upon the further terms and conditions relating to said commitment and said policy as provided by this Agreement.
- D. The aforesaid conditions may be completed in any sequence. However, the Closing shall not occur and title to Bartlett Park shall not be conveyed to the Park District, until all of the contingencies specified in this Section 3 are either obtained or waived by the Park District.
- E. In the event that the conditions contained in this Section 3 are not satisfied or waived on or before sixty (60) days after the Effective Date (“Contingency Period”), Park District may give notice of termination to Village not later than ten (10) days after the expiration of the Contingency Period, and this Agreement shall become null and void. Notwithstanding the foregoing, Park District shall have the right to extend such deadline by an additional sixty (60) days by delivery of written notice to Village prior to expiration of the Contingency Period.

Section 4. Escrow, Closing and Possession

- A. Subject to the conditions and provisions of this Agreement that entitle either Party to terminate this Agreement, the Closing shall occur on that date which is ten (10) days after the date all contingencies specified in Section 3 herein have been satisfied or waived by Park District, unless otherwise mutually agreed by the Parties (the "Closing"). The Closing shall occur at a mutually agreed office of the Title Company unless otherwise agreed by the Parties; if the Parties are unable to agree on an office for closing, the closing shall occur in the Wheaton, Illinois office of the Title Company.
- B. The Closing may upon the request of either Party be consummated through an escrow (the “Escrow”) with the Title Company as escrowee, which Escrow conforms to the provisions of this Agreement. The cost of the Escrow shall be shared equally by the Parties. The Escrow shall provide that Park District’s obligation to consummate the Closing is conditioned on the issuance by the Title Company to Park District an ALTA 2006 Owners Title Insurance Policy based on its Commitment No. 22008796WF dated July 29, 2022, (the “Title Commitment”) with extended coverage, in a policy amount reasonably determined by the Park District, covering Bartlett Park, containing the general and standard

exceptions, stipulations and exclusions contained in form of said Title Policy, and further containing only the following exceptions to title, (1) the Existing Lease, and BPD's Ongoing Leasehold Rights; (2) Schedule B, Part 2, Exceptions G and H on the Title Commitment, and (3) matters suffered or created by the Grantee (collectively, the "Permitted Exceptions") (the "Title Policy"). Village shall pay the premium to be paid to the Title Company for the "extended" Owner's Title Policy (exclusive of all endorsements other than extended coverage and those required to insure Park District against loss or damage that may be caused by any exception Park District does not agree to accept. Park District shall pay for all endorsements other than those required for extended coverage and those required to insure Park District against loss or damage that may be caused by exceptions that is or are not Permitted Exceptions.

- C. Possession of Bartlett Park shall be delivered to Park District upon completion of the Closing unless otherwise agreed in writing by the Parties.

Section 5. Merry and Bright and National Night Out Events. Park District agrees that Village may continue to utilize Bartlett Park for the "Merry and Bright" event, and the Village may continue to utilize Bartlett Park for its "National Night Out" events (collectively the "Events") after the Closing. The Events shall occur on dates and times, and in formats that said Events are currently operated. Each of the Events may be conducted not more than one time per calendar year, and the Parties agree to reasonably cooperate on the production of the Events. Village shall be solely responsible for all costs and expenses associated with the Events. Park District shall not charge a fee for Village's use of Bartlett Park to host the Events, but Village shall reimburse Park District for any and all costs incurred as a result of the Events. The terms and conditions of this Section 5 shall survive the Closing.

Section 6. Closing Documents. Village shall deliver to Escrowee the following executed documents on the Closing Date:

- A. A quit claim deed ("Deed") in recordable form, conveying to Park District title to Bartlett Park free and clear of all liens, encumbrances, and exceptions to title, other than the Permitted Exceptions.
- B. An ALTA Statement executed by Village, covering the parcel to be conveyed, in the form customarily required by the Title Company and such other affidavits as Park District or Title Company may reasonably require.
- C. An Affidavit of Title in form approved by Park District.
- D. A GAP Undertaking in form approved by Title Company and Park District.
- E. Bill of Sale conveying any and all personal property, equipment and fixtures associated with Bartlett Park.
- F. A Certificate of Non-Foreign Status executed by Village.
- G. A fully paid ALTA Owner's Policy in the amounts and containing the endorsements described above, dated as of the date of Closing, insuring that title is vested in the Park District, and subject only to exceptions agreed to by the Park District.
- H. Transfer tax exempt stamps and completed transfer tax exemption forms.

- I. Closing Statement.
- J. Such other documents required by this Agreement and/or which Park District, governmental law or regulation, or the Title Company may reasonably require.

Section 7. Transaction Costs.

- A. Except as otherwise expressly provided to the contrary in this Agreement, Village shall be responsible for all closing costs customarily paid by a seller, and Park District shall be responsible for all closing costs customarily paid by a purchaser.
- B. Village shall pay State of Illinois and Cook County transfer taxes if any are due, the base premium for the Owner's Title Policy with extended coverage, and the cost of any title insurance endorsements required to insure over any Unpermitted Exceptions which Village has agreed in writing to cure. Village and Park District shall each pay one-half of the cost of the Escrow fees (including "New York Style" closing fees).
- C. Park District shall be solely responsible for the costs of its own due diligence activities, including, but not limited to, fees for further engineering and environmental reports.
- D. Village and Park District shall be responsible for the fees of their respective attorneys. Park District shall pay the cost of all recording fees for the deeds and all fees and other charges in any way related to any mortgage loan obtained by Park District, including, without limitation, mortgagee title policies; provided, however, that Village shall pay all recording fees for all documents required to remove any title exceptions not agreed to by Park District, which Village elects to cure.

Section 8. Prorations. The following items shall be prorated as of the Closing Date and shall be deducted from or added to the Purchase Price, as appropriate, payable at the Closing. The following items shall be prorated on a per diem basis as of midnight at the end of the day immediately preceding the Closing Date. The purpose and intent of the provisions set forth in this Section 8 and elsewhere in this Agreement is that Village shall bear all expenses of ownership and operation of Bartlett Park, and shall receive all income accruing therefrom through midnight at the end of the day immediately preceding the Closing Date, and Park District shall bear all such expenses and receive all such income accruing on Bartlett Park, thereafter:

- A. At or before the Closing, Village shall be responsible for all real estate taxes, assessments, interest, and penalties levied, pending, or assessed against Bartlett Park, if any, for all years prior to the year of the Closing, and for the portion of the year in which the Closing occurs through the date of the Closing, which will be billed by Cook County after the Closing. Parties acknowledge that as of the Effective Date, Bartlett Park is exempt from general real estate taxes and there are no general real estate taxes or special assessments applicable to Bartlett Park. Park District shall be solely responsible for any and all general real estate taxes that accrue on Bartlett Park after the date of Closing.

- B. Village shall be responsible for all operating expenses of Bartlett Park which pertain to the period prior to and including the Closing Date, except with respect to the Existing Lease.
- C. All other prepaid and accrued items which are customarily prorated in transactions similar to the transaction contemplated by this Agreement shall be prorated in accordance with local custom in Bartlett, Illinois.

Section 9. Village's Representations.

To induce Park District to execute, deliver and perform this Agreement and without regard to any independent investigations made by Park District, but taking into account the Park District has had possession of Bartlett Park for the last 50 years by virtue of the Existing Lease and subject to the Park District's actual knowledge thereof, Village represents to the best of its actual knowledge to Park District as follows, which representations shall be deemed remade at Closing:

- A. Village has full right, power, and authority to enter into this Agreement and to perform its obligations hereunder without the necessity of obtaining any consent(s) from any party, subject only to the conditions and contingencies set forth herein.
- B. Village has no actual knowledge of, nor has Village received any written notice from any association or governmental entity regarding Bartlett Park, of any of the following:
 - 1. zoning, building, fire, health code, FEMA, or US Army Corps of Engineers violations that have not been corrected;
 - 2. any pending rezoning;
 - 3. boundary line disputes;
 - 4. any pending or threatened condemnation or Eminent Domain proceeding;
 - 5. easements or claims of easements not shown on the public records;
 - 6. any hazardous waste on Bartlett Park;
 - 7. any improvements to Bartlett Park for which the required initial and final permits were not obtained;
 - 8. any improvements to Bartlett Park which are not included in full in the determination of the most recent tax assessment; or
 - 9. any improvements to Bartlett Park which are eligible for the home improvement tax exemption.
- C. Village has no knowledge of, and has not received any notices from Cook County, or any other governmental authority, of any zoning, building, fire, health or environmental code violations with respect to Bartlett Park.
- D. Village has no knowledge of any boundary line disputes or any easements or claims of easements not shown by the public records.

- E. There are no pending or unconfirmed special assessments affecting Bartlett Park by any association or governmental entity that are or may be payable by Park District after the date of Closing. Bartlett Park is not located within a Special Assessment Area or Special Service Area, payments for which will not be the obligation of Village after the year in which the Closing occurs.
- F. No hazard presently exists or may have previously existed on Bartlett Park which would be deemed a violation of any federal, state, county or local environmental protection statute, act, ordinance, regulation, or code, and that to the best of Village's actual knowledge, no Hazardous Substance has been released or discharged on Bartlett Park.
- G. There is no action, suit, proceeding or governmental or administrative investigation pending or, to the best of the actual knowledge of Village, threatened against Village which might, severally or in the aggregate, materially and adversely affect Bartlett Park. There is no threatened litigation, condemnation or special assessment affecting Bartlett Park.
- H. Bartlett Park will at the time of Closing be in substantially the same condition as on the Effective Date, normal wear and tear excepted, and Village shall commit no waste between the Effective Date and Closing.
- I. This Agreement constitutes the valid and binding agreement of Village and does not contain any provision which would render it unenforceable against Village.
- J. Village has good and marketable fee simple title to all of Bartlett Park, and Village has the right to sell, convey, transfer, and assign to Park District merchantable fee simple title to all of Bartlett Park, free and clear of any liens, claims, options, charges, mortgages, pledges, encumbrances, sales agreements, and rights of others including homestead rights.
- K. There are no options or rights in any third party to purchase or acquire any ownership interest in Bartlett Park, and Bartlett Park is not subject to any executory contracts of sale, rights of first refusal, options, or leases.
- L. Village owns Bartlett Park in fee simple, free of any liens, claims or encumbrances other than any title or survey defect disclosed in the Commitment or on the Survey provided to Park District prior to the Effective Date.
- M. That as of the date hereof, other than the Existing Lease to the Park District, there are no leases or other agreements for occupancy in effect with respect to Bartlett Park, except those previously disclosed.

- N. There are no service contracts with respect to Bartlett Park that will remain in effect after Closing.
- O. Subject to satisfying the conditions set forth in this Agreement and applicable law, Village has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Village pursuant hereto.
- P. That the consummation of the transaction contemplated by this Agreement will not result in a breach of any of the terms and conditions of, or constitute a default under, any agreement to which Village is now a party and which affects the Property, or any part thereof, or violate or cause to be violated any judgment or decree of any court, administrative agency or governmental body or any applicable law.
- Q. To Village's actual knowledge, there are no actions, suits, proceedings, or investigations threatened against Bartlett Park or any portion thereof.
- R. To Village's actual knowledge, there are no parties other than Village in possession of any portion of Bartlett Park, nor has Village entered into any leases (oral or written) applicable to or affecting Bartlett Park, except as previously disclosed.
- S. Village has not granted any third party an option to purchase, right of first refusal, right of first offer or other similar right with respect to all or a portion of the Bartlett Park and Village has not entered into any other contracts for the sale of all or any portion of Bartlett Park with any third party.
- T. Village agrees that it will not enter into any new leases or other agreements for occupancy, service contracts, or options to purchase, rights of first refusal, right of first offer or other similar right with respect to all or any portion of Bartlett Park, or contracts for the sale of Bartlett Park with any third party.
- U. In the event that, prior to Closing, Village discovers or becomes aware that, as of Closing, any representation or warranty of Village is or will be inaccurate, untrue, or incorrect, Village shall give Park District one or more written notices of any modifications (each, a "Village Statement of Modification") to the representations and warranties of Village set forth in this Agreement, within fifteen (15) business days after discovering such inaccuracy. In the event of any Village Statement of Modification concerning a matter which, in Park District's reasonable determination, materially and adversely affects the title, or intended use of Bartlett Park, Park District shall have the right to terminate this Agreement, whereupon neither Party hereto shall have any further rights or liabilities under this Agreement.

Section 10. Park District's Representations and Warranties.

Park District represents to Village:

- A. That Park District and Park District's authorized signatory below have full authority to acquire Bartlett Park and to execute this Agreement and any and all documentation required to effectuate the full intent and purpose of this Agreement.
- B. Park District has no actual knowledge of, nor has Park District received any written notice from any association or governmental entity regarding Bartlett Park, of any of the following:
 - 1. Zoning, building, fire, health code, , FEMA, or US Army Corps of Engineers violations that have not been corrected;
 - 2. any pending rezoning;
 - 3. boundary line disputes;
 - 4. any pending or threatened condemnation or Eminent Domain proceeding;
 - 5. easements or claims of easements not shown on the public records;
 - 6. any hazardous waste on Bartlett Park;
 - 7. any improvements to Bartlett Park for which the required initial and final permits were not obtained;
 - 8. any improvements to Bartlett Park which are not included in full in the determination of the most recent tax assessment; or
 - 9. any improvements to Bartlett Park which are eligible for the home improvement tax exemption.
- C. Park District has no knowledge of, and has not received any notices from Cook County, or any other governmental authority, of any zoning, building, fire, health or environmental code violations with respect to Bartlett Park.
- D. Park District has no knowledge of any boundary line disputes or any easements or claims of easements not shown by the public records.

Section 11. Risk of Loss

The risk of loss shall remain with Village until completion of the Closing, and risk of loss shall vest in Park District upon completion of the Closing. Village agrees to keep the improvements located on Bartlett Park insured through the Closing. If the improvements are destroyed prior to Closing, and Park District desires to proceed with the Closing, Park District shall receive a credit at Closing equal to the costs to replace the improvements or restore them to the condition that existed as of the Effective Date.

Section 12. Village Default. Except as otherwise provided in this Agreement, if Village fails to perform or observe in any material respect any of the covenants or agreements to be kept or performed by Village under this Agreement and such failure remains uncured ten (10) days after receipt of written notice thereof from Park District (or such longer period reasonably required to cure such failure so long as efforts to cure are commenced within said ten (10) day period), Park

District, at its election, shall be entitled either (i) to enforce specific performance of this Agreement, or (ii) to terminate this Agreement prior to the Closing, and if this Agreement is so terminated, and, except as otherwise expressly provided in this Agreement to the contrary, neither Park District nor Village shall have any further rights or liabilities accruing hereunder after said termination. The failure of Park District to exercise any of Park District's rights and remedies under this Paragraph 14 shall not be deemed to be a waiver by Park District of any rights or remedies available to Park District during the continuation of Village's breach or default or upon any subsequent misrepresentation or breach or other default by Village of its obligations, covenants, or agreements to be performed under this Agreement.

Section 13. Park District Default. If Park District fails to perform or observe in any material respect any of the covenants or agreements to be kept or performed by Park District under this Agreement, and if such failure remains uncured for five (5) days after receipt of written notice thereof from Village, Village, at its election, shall be entitled, as its sole remedy, to terminate this Agreement prior to Closing, and if this Agreement is so terminated, and except as otherwise expressly provided herein to the contrary, neither Park District nor Village shall have any further rights or liabilities accruing hereunder after said termination. Village waives all other rights and remedies including the right to recover damages and the right to seek specific performance. The failure of Village to exercise any of Village's rights and remedies under this Paragraph 15 shall not be deemed to be a waiver by Village of any rights or remedies available to Village during the continuation of Park District's breach or default or upon any subsequent misrepresentation or breach or other default by Park District of its obligations, covenants, or agreements to be performed under this Agreement.

Section 14. Notices

All notices required or permitted to be delivered hereunder shall be in writing and shall be delivered in person or by overnight express carrier, by United States registered or certified mail with return receipt requested, or by email. If delivered in person, such notices shall be effective on the date of delivery and, if sent by overnight express carrier, shall be effective on the next business day immediately following the day sent; if so mailed, shall be effective at the time of deposit in any U.S. Post Office or collection box with postage prepaid and, if sent by email, shall be deemed effective on the day when sent, if transmitted before 5:00 P.M. Chicago time.

All notices shall be addressed as follows:

To Village: Paula Schumacher
Village Administrator
Village of Bartlett
228 South Main Street
Bartlett, IL, 60103
Phone: 630-837-0800
Email: pschumacher@vbartlett.il.gov

To Village's Attorney: Bryan E. Mraz
Bryan E. Mraz & Associates, P.C.
111 East Irving Park Road
Roselle, IL, 60172
630-529-2541
Email: bem@mrazlaw.com

To Park District: Rita Fletcher
Bartlett Park District
Executive Director
696 Stearns Road
Bartlett, IL, 60103
630-540-4835
Email: rfletcher@bartlettpark.org

To Park District's Attorney: Steven Adams
Robbins Schwartz
55 W. Monroe
Suite 800
Chicago, Illinois 60603
Phone: (312) 332-7760
Fax: (312) 332-7768
Email: sadams@robbins-schwartz.com

Section 15. Survival

All the representations and warranties contained in Sections 9 - 13 shall survive the closing of this transaction. If prior to the Closing of this transaction, either Party determines that there is a breach of any material representation or warranty provided by the other Party specified above, then such Party not in breach of a material representation may terminate this Agreement.

Section 16. Mutual Assistance

The Parties agree to do all things necessary or applicable to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement, including, without limitation, the execution of such applications and agreements and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement.

Section 17. Assignment and Binding Effect.

- A. Neither Party shall sell, transfer or assign this Agreement or any of its rights under this Agreement (collectively, "Transfer") without in each such instance the prior written

consent of the other Party (which the other Party may grant or withhold at its sole discretion). Any Transfer without such previous written consent shall not vest in the transferee or assignee any right, title, or interest in the Property or under this Agreement, but shall render all of non-Transferring Party's duties, obligations, covenants and agreements under this Agreement null and void at the election of the non-Transferring Party, and shall constitute a default by Transferring Party under this Agreement, pursuant to Paragraphs 12 and 13 above.

- B. If the non-Transferring Party, in its discretion, consents to any such transfer or assignment of the Property or transfer or assignment of this Agreement, the transferee, assignee of Transferring Party shall assume in writing the obligations of Transferring Party under this Agreement and shall be jointly and severally liable with the Transferring Party for all obligations of Transferring Party under this Agreement. No assignment or transfer by Transferring Party of its rights under this Agreement or in or to the Property shall relieve the Transferring Party from any liability under this Agreement, past, present, or future, it being understood and agreed that the Transferring Party shall remain liable for all of its obligations under this Agreement.
- C. It is expressly agreed by Village and Park District that all of the provisions of this Agreement shall be binding upon the heirs, successors, legal representatives and assigns of Village and Park District, and shall inure to the benefit of all heirs, successors, assigns and legal representatives of Village and Park District permitted under this Section.

Section 18. Miscellaneous.

- A. Commissions. Village and Park District each represents and warrants to the other that no real estate broker, finder, or salesperson performed any services for Village or Park District in connection with the negotiation of this Agreement or the transactions hereby contemplated. Each Party hereto agrees to indemnify the other Party from and against any and all claims for brokerage commissions and finder's fees arising from and attributable to the acts or omissions of the indemnifying Party or any party or entity acting on behalf of the indemnifying Party.
- B. Entire Agreement. Both Parties hereto hereby acknowledge that this Agreement constitutes the entire agreement between the Parties with respect to the sale and purchase of both parcels, and that this Agreement shall not be altered, modified, or amended except by a written instrument duly executed by both Parties hereto.
- C. Third Party Rights. Except as otherwise set forth in Section 17 above and other than with respect to the successors and permitted assigns of Park District and Village as provided in this Agreement and others who or which are expressly benefited by indemnification or other provisions of this Agreement, no person or entity shall be entitled to any of the rights or benefits accorded to Park District and Village hereunder, and no person or entity shall be entitled to rely on any of the provisions hereof.

- D. Time is of the Essence. Time shall be of the essence in the performance of all covenants, agreements, and obligations under this Agreement.
- E. Applicable Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to such State's choice of law rules.
- F. No Joint Venture. It is understood and agreed that Park District and Village shall in no event be construed for any purpose to be partners, joint venturers, agents or associates of each other in the performance of their respective obligations hereunder or with respect to the Parcels.
- G. Captions. The captions used in connection with the paragraphs of this Agreement are for convenience of reference only and shall not be deemed to construe or limit the meaning or language of this Agreement.
- H. Severability. If any provision of this Agreement, or portion thereof, is held by a court to be invalid, void, or unenforceable, the remainder of such provision and the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, and the invalid or unenforceable provision shall be modified so as to most nearly as possible achieve the intention of this Agreement.
- I. Recording. At all times after the Effective Date, neither Party shall record or permit to be recorded this Agreement, a copy of this Agreement, or any memorandum, short form contract or other document summarizing the terms and provisions of this Agreement. In the event of any breach by either Party of the provisions contained in the immediately preceding sentence, the non-breaching Party may terminate this Agreement.
- J. Business Day. In the event that the date for performance of any of the provisions hereof is due on a day that is a Saturday, Sunday, Illinois state or United States national holiday, such due date shall be extended to the immediately succeeding business day.
- K. Proper Execution. The submission of this Agreement by Park District to Village in unsigned form shall be deemed to be a submission solely for Park District's consideration and not for acceptance and execution. Such submission shall have no binding force and effect, shall not constitute an option, and shall not confer any rights or impose any obligations upon Village or Park District, irrespective of any reliance thereon, change of position or partial performance. The submission by Park District of this Agreement to the Village for execution and the actual execution and delivery thereof by Village to Park District shall similarly have no binding force and effect on Park District unless and until Park District's Board of Park Commissioners shall have approved this Agreement and authorized its execution.

- L. Construction. No provision of this Agreement shall be construed in favor of, or against, any particular Party by reason of any presumption with respect to the drafting of this Agreement; both Parties, being represented by counsel, have fully participated in the negotiation of this Agreement.
- M. Counterparts. This Agreement may be executed in several counterparts and such executed counterparts shall be considered an original and, when taken together, shall constitute one and the same instrument.
- N. Electronic Signatures. A facsimile or pdf signature of this Agreement shall be deemed to be an original and shall bind the signing Party(ies).

VILLAGE OF BARTLETT

BARTLETT PARK DISTRICT

By: _____
President
Board of Trustees
Village of Bartlett

By: _____
President
Board of Park Commissioners
Bartlett Park District

ATTEST

ATTEST

By: _____
Village Clerk,
Village of Bartlett

Board Secretary
Board of Park Commissioners
Bartlett Park District

LIST OF EXHIBITS

Exhibit 1: Legal Description and Depiction of Bartlett Park
Exhibit 2: Inspection License

EXHIBIT 1

Depiction and Legal Description of Bartlett Park

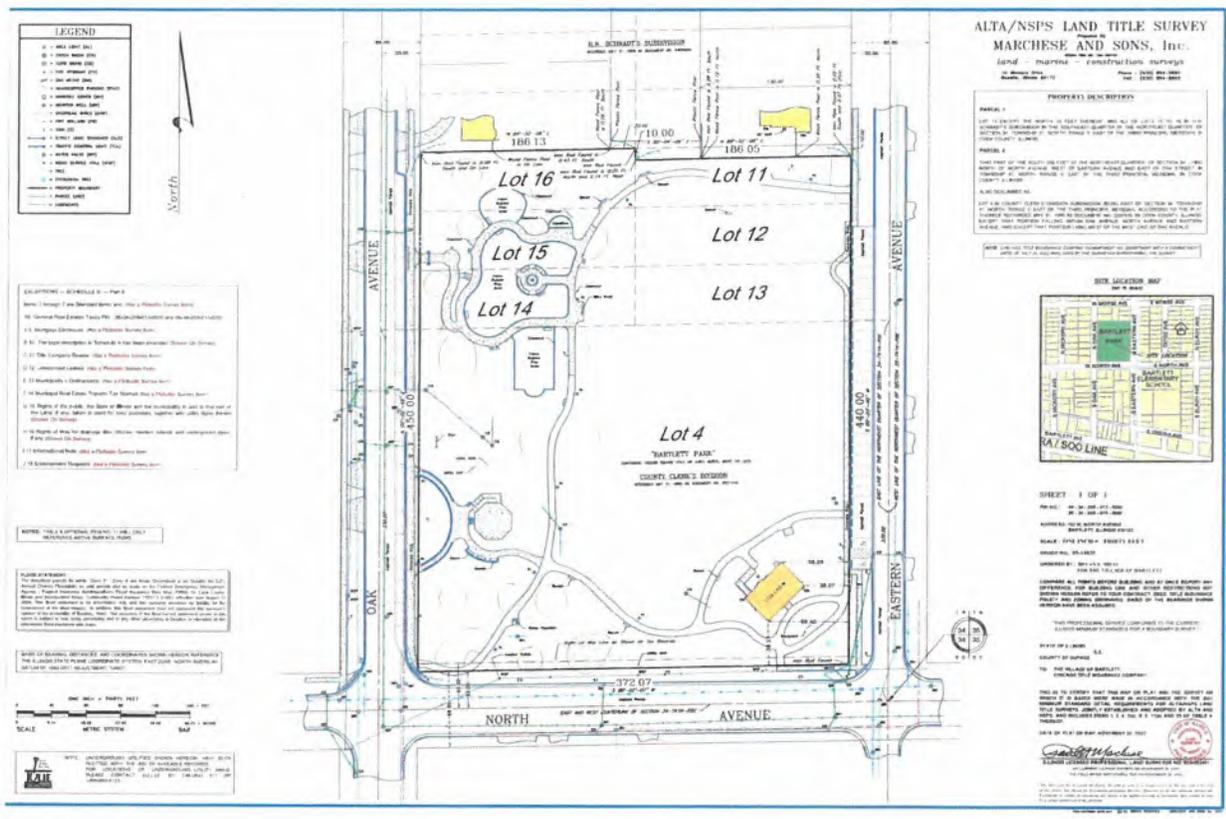


EXHIBIT 2
[INSPECTION LICENSE]

INSPECTION LICENSE

1. **Grant of License.** Village of Bartlett (“Village”) hereby grants to Bartlett Park District (“Park District”) a non-exclusive license upon that portion of the Property depicted in **Exhibit A** (“Bartlett Park”), for the sole and limited purpose of conducting the Studies, by and through Park District, its contractors, and agents (“License”).
2. **Term.** Prior to the Closing, Park District shall have the right to inspect Bartlett Park pursuant to the terms and conditions of this Agreement from the Effective Date through the date of the Closing (“Inspection Term”).
3. **Permitted Due Diligence.** During the Inspection Term the following terms and conditions apply:
 - A. Park District shall, at its sole cost and expense, have the right to conduct a non-invasive physical inspection of the Bartlett Park, including the environmental condition thereof, and all inspections, tests, studies, and investigations of the condition of the Bartlett Park which Park District may deem necessary (“Studies”). Park District shall not be entitled to perform any environmental invasive testing on the Bartlett Park unless a Phase I environmental report obtained by Park District recommends such invasive testing. Park District may perform geotechnical soil boring testing of the Bartlett Park as part of the Studies, subject to the terms and conditions of this Agreement.
 - B. Village shall allow Park District, its agents, consultants, architects, engineers, contractors, and any other representatives (collectively, “Park District’s Agents”) access to the Bartlett Park only during the hours of Monday – Friday 7:00 A.M. to 7:00 P.M., and Saturday 9:00 A.M. to 6:00 P.M., for the sole purpose of conducting the Studies. Park District or Park District’s Agents shall notify Village’s designated representative not less than twelve (12) hours prior to entry of the Bartlett Park by calling _____ at (847)____ - ____ [for Park District] or _____ at (847) ____ - ____ [for Village] or such other representative or contact provided in writing from time to time to Park District. Prior to entry of the Bartlett Park, Park District shall coordinate access with the Village for construction routing and layout. Park District agrees that Village may have a representative present at any inspection or other entry upon the Bartlett Park by Park District or any of Park District’s Agents.
 - C. Park District shall protect all trees on the Property, by avoiding damage to tree roots, trunk, or crown. No below-ground work will be permitted within the critical root zone of any tree on the Property. To calculate the critical root zone, calculate the tree diameter at a height of four feet from the ground, and for every inch of diameter measured, the work must move one foot away from the base of the tree. For example, a tree with a trunk diameter of 20” measured at a height of four feet will require 20’ of root zone protection. A minimum distance of six feet from the base of any tree is required. No borings, trenching or other impact to the critical root zone is permitted. For any clarification, please contact Village’s designated representative.
 - D. Park District shall be solely responsible for paying all costs and expenses with respect to all of the Studies. Park District agrees to inform Village of the status of the Studies periodically during the License Term and, if requested by Village, to give Village copies of all completed Studies related to the condition of the Bartlett Park, at no cost or expense to Village within two (2) business days following such request.
 - E. Park District shall not permit any liens to attach to the Bartlett Park, the Property, or any funds of Village by reason of the exercise of such rights. After completing its investigation of the Bartlett

Park, Park District will repair any damage to the Property caused by its acts and leave the Property in substantially the condition in which it existed on the Effective Date.

- F. Park District covenants and agrees that Park District and Park District's Agents shall keep confidential any information that Park District and Park District's Agents obtain or develop as a result of conducting the Studies, except in the event that a Party reasonably determines that public release of information is required by the Illinois Freedom of Information Act or other applicable law. Park District may disclose such confidential information to its agents, advisors, and contractors, so long as such agents, advisors, and contractors are informed of the confidential nature of such information. Each Party's obligations set forth in this Inspection License shall survive termination of this Agreement.
 - G. Park District shall have the right to terminate the License by providing Village with written notice of termination prior to the expiration of the License Term. Except as otherwise provided, if Park District terminates this License on or prior to the expiration of the License Term, neither Party hereto shall have any further rights or liabilities pertaining to the inspections of the Parcels first accruing after said termination; provided, however, that Village shall be entitled to make a claim based upon any damages suffered by Village as a result of a breach by Park District of its obligations under this Agreement. This License agreement shall automatically terminate in the event and at such time that the Agreement is terminated.
4. **Indemnification.** Notwithstanding anything herein to the contrary, to the fullest extent permitted by law, Park District shall indemnify and hold harmless Village, its trustees, officers, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, cost or expense, including court costs and reasonable attorneys' fees, which the Indemnitees may sustain, incur or be required to pay, for injuries to, or deaths of persons, or damage to or destruction of property directly or indirectly arising out of or connected with or incident to the granting of the License, the Studies, or any activities contemplated by this Agreement, including but not by limitation, any material exacerbation of an existing condition caused by such inspections, tests, studies or other activities of Park District or Park District's Agents.
5. **Insurance.** In furtherance and not in limitation of its foregoing indemnification obligation, Park District shall obtain and maintain at all times during the License Term, insurance coverage written for not less than the limits of liability, and under all the other terms and conditions set forth in **Exhibit B**, and shall name Village Indemnitees as additional insureds with respect to all such coverages. Park District shall require all third parties to procure and maintain insurance in the types and amounts listed in **Exhibit C** and said insurance shall name Village Indemnitees as additional insureds. Prior to commencement of the Studies or any other tests, inspections, or other work on or to the Bartlett Park, Park District shall deliver to Village a certificate or certificates of insurance of all insurance policies to be maintained by Park District and any third parties including Park District's Agents as provided herein. Renewal certificates for said policies shall be delivered by Park District to Village not later than ten (10) days prior to the stated expiration date of each policy.
6. **No Liability of Village.** Village is not responsible or liable for any injury, damages, loss, or costs sustained or incurred by any person including, without limitation, Park District, its officers, employees, contractors or agents, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to this License or Park District's Studies. Village is not liable for acts or omissions of Park District or any of the Park District's officers, employees, or Park District's Agents, or other persons purporting to act at the direction, request, or behalf, or with the implied or actual consent, of Park District.
7. **Compliance with Laws and Licenses; Permits.** Park District shall comply fully and cause Park District's Agents to comply fully with all federal, state, county and local laws, village ordinances, rules, and regulations

applicable to its activities on the Bartlett Park. Park District shall obtain at its own cost and expense all permits or authorizations which may be required in order for Park District to conduct its Studies.

8. **No Lease.** Bartlett Park is not leased to Park District, this Exhibit 2 to the Intergovernmental Agreement for Conveyance of Bartlett Park grants a license only to the Park District for inspection purposes and not a lease thereof, and Park District's access to the Bartlett Park is specifically subject to the terms of this Agreement during the term of this License Agreement.
9. **Retention of Immunities.** Nothing contained in or implied from any provision of this Agreement shall constitute a waiver of any common law and/or statutory rights, defenses, privileges, or immunities of either Party, its officials, officers and employees, including but not limited to those provided under the Illinois Local Governmental Tort Immunity Act.
10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court of Cook County.
11. **Counterparts.** This Agreement may be signed upon any number of counterparts, including by facsimile and pdf signature, with the same effect as if the signatures to each were upon the same agreement.
12. **Severability.** The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph, or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision served or as modified by such court.
13. **Headings.** Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

EXHIBIT A to Inspection License
Bartlett Park Legal Description

EXHIBIT B to Inspection License
Park District's Insurance

Park District shall obtain and maintain at its cost for the term of this Agreement, insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Park District shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence, \$5,000,000 in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurances shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13 or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products, materials or services supplied by Park District, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Park District, its elected and appointed officials, employees, agents and volunteers shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District.

If District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Park District waives all rights against District and its officers, officials, employees, volunteers, and agents for recovery of damages arising out of or incident to the Park District's use of the premises.

B. Intentionally Omitted

C. Workers Compensation Insurance (if applicable)

If applicable, Park District shall maintain workers compensation and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

D. General Insurance Provisions

1. Evidence of Insurance

Upon commencement of the License Term, Park District shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

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

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

District shall have the right, but not the obligation, of prohibiting Park District from occupying the Bartlett Park until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of this lease at District's option.

Park District shall provide certified copies of all insurance policies required above within ten days of District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A. M. Best, the rating should be no less than A VII using the most recent edition of the A. M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

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

4. Deductibles and Self-Insured Retentions

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

Exhibit C to Inspection License
Contractor's Insurance Requirements

Park District shall require all Park District's Agents or others hired to perform any activity upon the Bartlett Park to procure and maintain insurance with the following minimum coverages: commercial general liability with a limit of \$2,000,000 per occurrence and \$5,000,000 in the aggregate; automobile liability insurance with a combined single limit of \$1,000,000; workers compensation insurance at statutory limits with employer's liability coverage with limits of \$1,000,000 each accident, \$1,000,000 disease – each employee, and \$1,000,000 disease – policy limit. Limits may be met through primary policies combined with excess policies that follow form. The commercial general liability policy will, by endorsement, list District, its elected and appointed officials, employees, agents and volunteers as additional insureds on a primary and noncontributory basis. Proof of insurance shall be furnished to District upon commencement of the License Term.



Agenda Item Executive Summary

Item Name Bartlett Park Transfer to the Park District Committee or Board Board

BUDGET IMPACT

Amount: n/a Budgeted n/a

List what fund

EXECUTIVE SUMMARY

The Village Board directed staff to work with the Bartlett Park District to transfer of Bartlett Park to the ownership of the Bartlett Park District.

The Local Government Property Transfer Act authorizes any municipality to transfer real estate to another municipality or park district by a vote of 2/3rds vote of the Trustees holding office.

ATTACHMENTS (PLEASE LIST)

Resolution

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

I move to approve Resolution 2022-____ A resolution authorizing the transfer of real estate from the Village of Bartlett to the Bartlett Park District.

Staff: Paula Schumacher, Village Administrator Date: December 14, 2022

Memorandum

TO: Village President and Board of Trustees
FROM: Paula Schumacher, Village Administrator
DATE: December 13, 2022
SUBJECT: Bartlett Park Conveyance

The Village of Bartlett and the Bartlett Park District entered into a lease agreement for Bartlett Park commencing on January 1, 1972 and expiring on December 31, 2022. Rather than renew the existing lease, the Village Board directed staff to work with the Bartlett Park District to transfer of the park to the ownership of the Bartlett Park District. An intergovernmental agreement was drafted for the conveyance of Bartlett Park from the Village to the Park District.

The park district passed and approved an ordinance requesting conveyance of real estate from the Village of Bartlett to the Bartlett Park District declaring it necessary, convenient and in the public interest for the Bartlett Park District to acquire Bartlett Park from the Village.

The Local Government Property Transfer Act authorizes any municipality to transfer real estate to another municipality or park district by a 2/3rds vote of the Trustees holding office.

RESOLUTION 2022 - _____

**A RESOLUTION AUTHORIZING THE TRANSFER OF REAL ESTATE
FROM THE VILLAGE OF BARTLETT TO THE BARTLETT PARK DISTRICT**

PREAMBLES

- A. The Bartlett Park District is an Illinois unit of government operating pursuant to the Illinois Park District Code, 70 ILCS 1205/1-1 et seq. (the "Park District Code") and other applicable law.
- B. The Village of Bartlett ("Village") is an Illinois municipality operating pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1 et seq. (Municipal Code") and other applicable law.
- C. The Village is the owner in fee simple of that certain parcel of real property, being 3.801 +/- acres in size, located on the northeast corner of North Avenue and Oak Avenue in Bartlett Illinois, commonly known as Bartlett Park, which is legally described in **Exhibit 1** ("Bartlett Park").
- D. The Park District wishes to acquire Bartlett Park from the Village and the Village wishes to convey Bartlett Park to the Park District.
- E. The Local Government Property Transfer Act, 50 ILCS 605/1, et seq. ("Transfer Act") authorizes any municipality (defined therein to include Illinois villages and park districts) to transfer real estate to another municipality that has determined and declared by ordinance the real estate is necessary or convenient for it to use, occupy, or improve for any public purpose upon the passage by a vote of 2/3 of the members of the legislative body of the transferor municipality then holding office, and duly recorded in the office of the recorder in the county in which the real estate is located.
- F. In order to effectuate the Village conveyance of Bartlett Park to the Park District pursuant to the Transfer Act, the Village and the Park District intend to enter into that certain Intergovernmental Agreement for the Conveyance of Bartlett Park from the Village of Bartlett Park District dated December 20, 2022 ("Real Estate Conveyance Agreement").
- G. Prior to conveying Bartlett Park to the Park District pursuant to the Transfer Act and pursuant to the terms of the Real Estate Conveyance Agreement, the Village must first adopt a resolution authorizing the conveyance upon the terms set forth in the Real Estate Conveyance Agreement by a 2/3rds vote of the Trustees holding office.
- H. The Park District, on December 20, 2022, passed and approved an Ordinance Requesting Conveyance of Real Estate from the Village of Bartlett to the Bartlett Park District, declaring it necessary, convenient and in the public interest for the Bartlett Park District to acquire Bartlett Park from the Village, and that the Village convey Bartlett Park to the Park District by good, sufficient and recordable deed

upon satisfaction with the contingencies contained in the Real Estate Conveyance Agreement and the Transfer Act.

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

SECTION ONE: Incorporation of Recitals and Exhibits. The recitals set forth above are hereby deemed findings of fact and are incorporated into this Resolution as if they were fully set forth in this Section One. All exhibits referenced in this Resolution are hereby incorporated into this Resolution in their entirety by this reference.

SECTION TWO: The Village Board of Trustees hereby finds and determines that it is necessary and desirable that the Village of Bartlett take any and all actions necessary and appropriate to transfer and convey its fee simple interest in and to Bartlett Park as legally described and depicted in Exhibit 1 to the Bartlett Park District, Bartlett, Illinois, by good, sufficient, and recordable deed, and deliver all other customary seller's documents of conveyance, upon and following satisfaction of the conditions and contingencies contained in, and in strict accordance with, the Real Estate Conveyance Agreement and the Transfer Act.

SECTION THREE: The Village Board of Trustees hereby directs the Village President, Village Clerk and all other necessary and proper Village staff and legal counsel for the Village to execute such documentation as may be required, and to take such action as is necessary and appropriate to transfer and convey all of the Village's right, title and interest in and to Bartlett Park, by good, sufficient and recordable instruments of conveyance, to the Bartlett Park District.

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 by a 2/3 vote of the members of the Corporate Authorities.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

Village Resolution Certification

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Board of Trustees of the Village of Bartlett (the "Corporate Authorities"), an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois (the "Board of Trustees"), and as such I am the keeper of the records and files of the Board of Trustees of said Village.

I further certify that the foregoing is a full, true, and complete copy of:

**A RESOLUTION AUTHORIZING THE TRANSFER OF REAL ESTATE
FROM THE VILLAGE OF BARTLETT TO THE BARTLETT PARK DISTRICT**

adopted at a duly called Regular Meeting of the Village Board of Trustees, held at Bartlett, Illinois, 7:00 p.m. on the 20th day of December, 2022.

I do further certify that the deliberations of the Board of Trustees on the adoption of said Resolution were conducted openly, that the vote on the adoption of said Resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Board of Trustees has complied with all the provisions of said Act and said Code and with all the procedural rules of the Board of Trustees.

IN WITNESS WHEREOF I hereunto affix my official signature at Bartlett, Illinois, this _____ day of December, 2022.

Lorna Giles, Village Clerk

EXHIBIT 1

[LEGAL DESCRIPTION OF BARTLETT PARK]

LOT 11 EXCEPT THE NORTH 10 FEET THEREOF, AND ALL OF LOTS 12 TO 16 IN H.W. SCHNADT'S SUBDIVISION IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34. TOWNSHIP 41. NORTH. RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

THAT PART OF THE SOUTH 330 FEET OF THE NORTHEAST QUARTER OF SECTION 34, LYING NORTH OF NORTH AVENUE, WEST OF EASTERN AVENUE AND EAST OF OAK STREET, IN TOWNSHIP 41, NORTH, RANGE 9. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS:

ALSO DESCRIBED AS:

LOT 4 IN COUNTY CLERK'S DIVISION SUBDIVISION, BEING A PART OF SECTION 34, TOWNSHIP 41, NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 1989, AS DOCUMENT NO. 2227310, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PORTION FALLING WITHIN OAK AVENUE, NORTH AVENUE, AND EASTERN AVENUE, AND EXCEPT THAT PORTION LYING WEST OF THE WEST LINE OF OAK AVENUE.

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **Vapex Odor Control System Purchase**
Date: December 12, 2022

BACKGROUND

The Public Works Department has continued to work with the industrial users within Brewster Creek Business Park regarding their effluent sewer flow and its effects on residents and the Village's treatment plant, particularly the odors from the flow through the neighborhoods. Different filters and chemicals have been utilized to try and help fight off the odors, but have not been able to eliminate the odors entirely. Staff has inspected the sewer mains in the affected area via smoke testing, and has been in contact with homeowners regarding the odor levels in their neighborhood.

Staff met with reps for a Vapex Odor Control system. This system combines ozone, water, and air using a patented 3-fluid nozzle to atomize the water molecules to create hydroxyl radicals. The odorous air is not extracted instead the odors are treated at the same space where they are generated. Typically, these are placed at lift stations where the sewer from all these users are culminating. The Vapex system would be installed at the Brewster Creek lift station, and would be able to eliminate these odors most effectively. This system would decrease the Village's dependence on chemicals to combat the odors, and would be able to utilize TIF funds to purchase to system. A formal proposal is attached for your review.

RECOMMENDATION

Due to the time sensitivity of the funding, and the specialized equipment necessary to combat the odors, Staff recommends waiving bids and purchasing the Vapex Odor Control system.

MOTION

MOTION TO APPROVE RESOLUTION # 2022-____-R, A RESOLUTION WAIVING PUBLIC BIDS TO PURCHASE AN ODOR CONTROL SYSTEM FROM VAPEX ENVIRONMENTAL TO TREAT ODORS EMANATING FROM THE BREWSTER CREEK BUSINESS PARK

RESOLUTION 2022 - _____

A RESOLUTION WAIVING PUBLIC BIDS TO PURCHASE AN ODOR CONTROL SYSTEM FROM VAPEX ENVIRONMENTAL TO TREAT ODORS EMANATING FROM THE BREWSTER CREEK BUSINESS PARK

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, by proceedings spread in full upon the records of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "*Village*"), pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, as supplemented and amended (the "*TIF Act*") by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended and as further supplemented and, where necessary, superseded, by Section 6 of Article VII of the 1970 Constitution of the State of Illinois (collectively, the "*Act*"), the President and Board of Trustees of the Village (the "*Corporate Authorities*") have heretofore proceeded, and do hereby determine, as follows:

A. On July 6, 1999, the Corporate Authorities adopted Ordinance No. 99-67, approving a redevelopment plan (the "*Redevelopment Plan*") and redevelopment project (the "*Redevelopment Project*") under the TIF Act with respect to the redevelopment project area described in Exhibit A to said ordinance, being known as the Bartlett Quarry Redevelopment Project Area (the "*Redevelopment Project Area*").

B. On July 6, 1999, the Corporate Authorities adopted Ordinance No. 99-68, designating the Redevelopment Project Area a redevelopment project area under the TIF Act.

C. On July 6, 1999, the Corporate Authorities adopted Ordinance No. 99-69, adopting the tax increment financing provisions of the TIF Act and creating the "Bartlett Quarry Redevelopment Project Area Special Tax Allocation Fund" (the "*Special Tax Allocation Fund*") in connection therewith.

D. Ordinance No. 99-67, Ordinance No. 99-68, and Ordinance No. 99-69 are hereinafter collectively referred to as the "Original Bartlett Quarry TIF Ordinances" are hereby incorporated herein by reference.

E. On December 21, 1999, the Corporate Authorities adopted Ordinance No. 99-143, authorizing the execution of that certain Redevelopment and Financing Agreement by and between the Village and Elmhurst-Chicago

Stone Company (the "*Developer*") (the "*Redevelopment Agreement*"), pursuant to the home rule powers of the Village and as authorized by the TIF Act. The terms and provisions of the Redevelopment Agreement are hereby incorporated herein by this reference.

F. Under the terms of the Original Bartlett Quarry TIF Ordinances and/or the Redevelopment Agreement, the Incremental Property Taxes as that term is defined therein are allocated such that 87½% of each distribution of Incremental Property Taxes (the "Limited Incremental Property Taxes") are pledged taxes used to pay the principal and interest on various tax increment revenue bonds and various tax increment revenue notes and for the Developer and/or the Owner's Redevelopment Project Costs that are TIF eligible expenses as defined in the Act (the "Developer's TIF Portion"), and 12½% of the Incremental Property Taxes (the "Municipal TIF Portion") are not pledged taxes and may be used by the Village to pay for improvements in or which benefit the Redevelopment Project Area, provided such improvements and expenses are TIF eligible expenses as defined in the Act.

G. The Developer has developed the Brewster Creek Business Park upon the Bartlett Quarry Redevelopment Project Area.

H. There are a number of food preparation and processing businesses in the Brewster Creek Business Park (collectively, the "Brewster Creek Food Industries") that generate food waste, food byproduct, and waste water that are discharged into the Village's sanitary sewer system, for which the Village has adopted comprehensive sewerage regulations, codified at Title 7, Chapter 5, Article D, of the Bartlett Municipal Code (the "Sewerage System Regulations").

I. Some of the food preparation and food processing activities of the Brewster Creek Food Industries create malodorous liquids, gases, or solids, either singly or by interaction with other waste waters in the Village's sanitary sewer system that generate odors in neighborhoods adjoining the Brewster Creek Business Park, which the Brewster Creek Food Industries and the Village have attempted to mitigate and treat, but the Village continues to receive periodic odor complaints from residents.

J. The Village staff, with the assistance of its environmental consultant, have recommended the Village purchase an odor control system manufactured by Vapex Environmental as specified on the proposal attached hereto as Exhibit A (the "Vapex OCS Proposal").

K. The Village does not have sufficient time before the expiration of the Bartlett Quarry TIF, nor is it cost efficient, to have a specialized professional engineer prepare plans and specifications for an odor control system, and then solicit public bids therefor, as each such odor control system is proprietary, and each is unique and one of a kind, and thus, does not lend itself to public bidding.

K. The Bartlett Quarry TIF (sometimes also referred to as the Brewster Creek Business Park TIF”) is scheduled to end December 31, 2022, although TIF Increment Taxes levied and extended for Tax Year 2022 will not be received by the Village until 2023 assuming the timely collection, extension and distribution of tax monies to the Village and there remain certain public improvements in the Brewster Creek Business Park to be completed including purchase by the Village of an odor control system out of the Municipal TIF Portion to serve the Brewster Creek Business Park, as such system is an eligible TIF expense under the TIF Act;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees (the “Corporate Authorities”) of the Village of Bartlett, an Illinois municipal corporation, of DuPage, Cook and Kane Counties, Illinois, and in exercise of its home rule powers as a home rule unit of government, as follows:

SECTION ONE: The above Recitals are hereby expressly incorporated herein and are hereby adopted as findings and determinations of the Corporate Authorities.

SECTION TWO: Based on the above findings and determinations, upon the passage of this Resolution by a 3/4 vote of the Corporate Authorities, the Board does hereby waive public bidding to purchase an odor control system, and hereby approves of the proposal submitted by Vapex Environmental to purchase the odor control system which is specified on the Vapex OCS Proposal therefor attached hereto as Exhibit A (the “Vapex Environmental Proposal”) for the sum of \$117,500.

SECTION THREE: The Village Administrator is hereby authorized and directed to execute the Vapex Environmental Proposal on behalf of the Village, and to pay for the cost thereof upon the terms set forth in said Proposal.

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 Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2022 - _____ enacted on December 20, 2022, and approved on December 20, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles



PRICING & SIZING

EXHIBIT A

CUSTOMER: Bartlett
SITE NAME: Bruster Creek PS
DATE: November 14, 2022

RECOMMENDATIONS: Number of Units: 1
Number of Nozzles: 2

SCOPE:

1	NANO
2	HV 500 Nozzle - Flexible Install
300 ft	Oxidant Tubing
300 ft	Water Tubing
1	4" RXN Vent
100 ft	2.5" Zipper Cable Sheath
2	IOM Manuals
1	Installation Kit - NANO - Multiple Nozzles
1	Spare Parts Kit - NANO

OPTIONS:

Semi-Annual Maintenance & Extended Warranty Program - Inquire for Pricing

PRICING: \$ 117,500 USD, Freight Included. Taxes extra

Pricing includes:

- 1 Technician, 1 trip for 2 days for installation inspection, startup and operator training
- 2 semi-annual visits to perform maintenance starting 6 months after startup

WARRANTY - 18 months from ship date or 12 months from start up whichever comes first

SHIPMENT

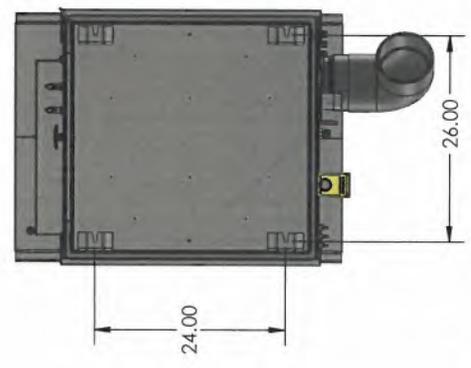
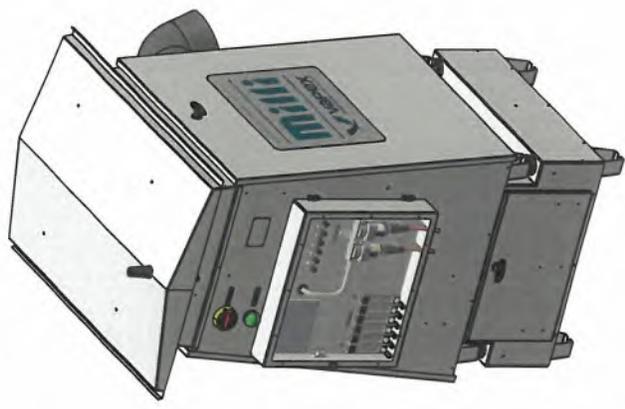
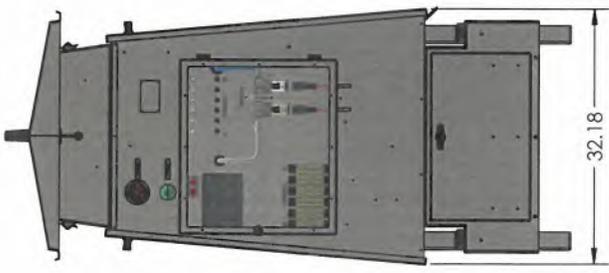
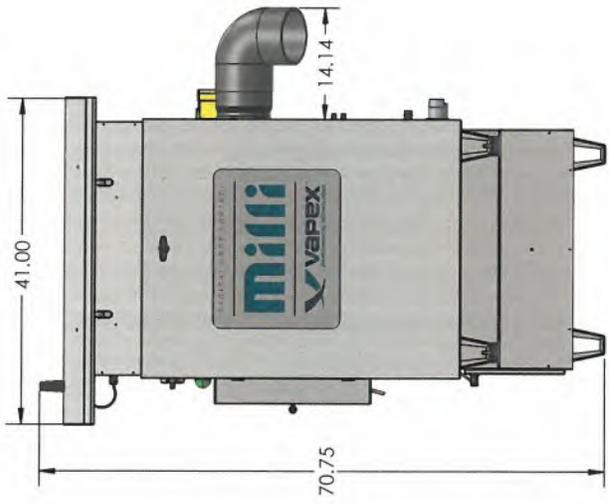
Submittals 2 to 4 weeks after receipt of written purchase order
Shipment 4 to 6 weeks after receipt submittal approval or waiver

NOTES

Contractor is responsible for piping (materials and labor) from the Vapex™ unit to the nozzle assembly
Payment Terms: 15% upon release to production, 80% upon equipment delivery, 5% upon unit startup

Prior to issuing Vapex Purchase Order, Vapex must provide a formal Quotation.
This is a preliminary budget. Above Pricing valid for 30 days

1 2 3 4 5 6 7 8



D C B A

A



NAME DATE
DRAWN JO 12/2020

NOTES:
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TITLE: 2020 MILLI WITH PEDESTAL

SCALE: 1:15 DO NOT SCALE DRAWING SHEET 1 OF 1

REV

1 2 3 4 1 5 2 6 3 7 4 8 5



Agenda Item Executive Summary

Item Name: Acceptance of Public Improvements for BCBP Lot 12B at 1215 Humbracht Circle
Committee or Board: Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

Attached is an ordinance to accept the public improvements for BCBP Lot 12B at 1215 Humbracht Circle. The developer, Tomart Enterprises, has submitted all required final documents to the Village. A set of Record Drawings has been received and is on file.

Because the water main has been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period.

ATTACHMENTS (PLEASE LIST)

Memo, PW Letter, Ordinance, Bill of Sale

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I MOVE TO APPROVE ORDINANCE _____ ACCEPTING THE PUBLIC IMPROVEMENTS FOR BCBP LOT 12B AT 1215 HUMBRACHT CIRCLE

Staff: Bob Allen, Village Engineer

Date: December 20, 2022

MEMORANDUM

To: Paula Schumacher, Village Administrator
From: Bob Allen, Village Engineer *BA*
Subject: Acceptance of Public Improvements for BCBP Lot 12B,
1215 Humbracht Circle, Brewster Creek Business Park
Date: December 20, 2022

Attached is an ordinance to accept the public improvements for BCBP Lot 12B at 1215 Humbracht Circle. The developer, Tomart Enterprises, has submitted all required final documents to the Village. A set of Record Drawings has been received and is on file.

Because the water main has been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period.

Please place this ordinance on the next available agenda.

MOTION: I MOVE TO APPROVE ORDINANCE _____ ACCEPTING THE PUBLIC IMPROVEMENTS FOR BCBP LOT 12B AT HUMBRACHT CIRCLE

December 20, 2022

Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

Attn: Dan Dinges, Director of Public Works

**RE: VILLAGE ACCEPTANCE OF PUBLIC IMPROVEMENTS
BCBP Lot 12B
1215 Humbracht Circle
Brewster Creek Business Park**

Please be advised that the public improvements have been completed for BCBP Lot 12B at 1215 Humbracht Circle in the Brewster Creek Business Park.

All punch list work, for items covered by the Site Plan Completion Letter of Credit, have been successfully completed. The Public Works Department has conducted final reviews and inspections of the utilities and other public improvements. As a result, it has been determined that the public improvements have been constructed in substantial conformance with the approved Final Engineering Plans and Specifications for BCBP Lot 12B at 1215 Humbracht Circle.

The developer, Tomart Enterprises , has submitted all required final documents to the Village. A set of reproducible Record Drawings, showing the completed public improvements has been received. The public improvements consist of an extension of the Village's water main system. Because this water main has been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period.

I recommend that the Village Board adopt an Ordinance accepting the public improvements for BCBP Lot 12B at 1215 Humbracht Circle in the Brewster Creek Business Park.

Sincerely,

Robert Allen

Robert Allen, P.E.
Village Engineer

Attachment

cc: Lorna Giless, Village Clerk
Beth Urgo, Public Works
Todd Dowden, Director of Finance
Bryan Mraz, Village Attorney
Kristy Stone, Director of PDS
Daniel Harper, Village Planner
Todd Hunsberger, Triumph Construction

ORDINANCE 2022-

**AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS FOR
BCBP LOT 12B AT 1215 HUMBRACHT CIRCLE**

WHEREAS, the Village Engineer has reported to the corporate authorities that the water distribution system, (“the Public Improvements”) for the site known as BCBP Lot 12B, 1215 Humbracht Circle (“the Development”) were completed substantially in accordance with the plans and specifications therefore and the requirements of the Village Subdivision Ordinance on November 1, 2022 (“the Completion Date”) and that Tomart Enterprises, the developer of the site, (“the Developer”) has presented evidence that all of the Public Improvements have been fully paid for; and

WHEREAS, the Developer has submitted all required documents and drawings to the Village of Bartlett; and

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

SECTION ONE: That the Village of Bartlett hereby accepts the Public Improvements for BCBP Lot 12B at 1215 Humbracht Circle.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

PASSED

APPROVED

ATTEST:

Kevin Wallace, Village President

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2022-_____ enacted on December 20, 2022 and approved on December 20, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

BILL OF SALE

**FOR THE WATER MAIN INSTALLED
AT THE**

INDUSTRIAL SITE

LOT NO. 12B, Brewster Creek Bp SUBDIVISION
ADDRESS 1215 HUMBRIGHT CIRCLE

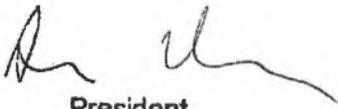
In consideration of the payment of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby expressly acknowledged, TRMART ENTERPRISES ("the Seller") do hereby sell, assign, transfer and set over unto the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, the following described property:

The water distribution system, including, but not limited to, water mains and services, valves, valve vaults, fire hydrants, and all structures appurtenant thereto;

("the Property") being the Public Improvements for the 1215 HUMBRIGHT CIRCLE Industrial Site developed by the Seller in the Village of Bartlett.

The Seller hereby represents and warrants to the Village of Bartlett that the Seller is the absolute owner of the Property; that the Property is free and clear of all liens, charges and encumbrances, including, without limitation, mechanic's liens, mortgages, and chattel mortgage security instruments; and that the Seller has full right, power and authority to transfer title to the Property to the Village of Bartlett, and to execute and deliver this Bill of Sale.

IN WITNESS WHEREOF the Seller has signed and sealed, or caused this Bill of Sale to be signed and sealed, at _____, Illinois on _____

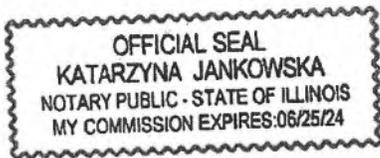
Signed: 
President

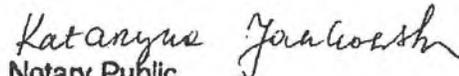
Attest: 
Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ARTUR KATERBLIN and TOMASZ LAPIAK, personally known to me to be the President and Secretary, respectively of TOMART ENTERPRISES, ("the Corporation"), and personally known to me to be the same persons whose names are subscribed to the foregoing Bill of Sale, appeared before this day in person and severally acknowledged that they signed the foregoing Bill of Sale as such President and Secretary of the Corporation and caused the seal of the Corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of MAY, 2022




Notary Public

My Commission Expires: 06/25/2024