

VILLAGE OF BARTLETT
BOARD AGENDA
MAY 16, 2023
7:00 P.M.

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

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

*6 MINUTES: Board Minutes May 2, 2023

*7. BILL LIST: May 16, 2023

8. TREASURER'S REPORT: March, 2023
Sales Tax Report – March, 2023
Motor Fuel Tax Report – March, 2023

9. PRESIDENT'S REPORT:
A. National Public Works Week Proclamation
B. Reverend Susan Tyrell Proclamation

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

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

12. STANDING COMMITTEE REPORTS:

A. BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN

1. None

B. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

1. Resolution Authorizing a Judicial Appeal Against the Surface Transportation Board in Response to the Final Environmental Impact Statement Approving the Merger of Canadian Pacific and Kansas City Southern Railroads (CPKC)

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

1. Annual Appointment of Village Officers by the Village President with the Advice and Consent of the Board
 - a. Appointment of Administrative Hearing Officer
2. Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Francis Bongiovanni and Ottosen Dinolfo Hasenbalg & Castaldo, Ltd.

D. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

- *1. Class D Liquor License Request for Global Arts Festival
- *2. Class D Liquor License Request for Hanover Township
- *3. Class D Liquor License Request for North Avenue Car Show
- *4. Ordinance Reducing the Number of Class F Liquor Licenses
- *5. Ordinance Amending Title 1, Chapter 6, Sections 1-6-4-2 and 1-6-4-3 of the Bartlett Municipal Code Regarding Order of Business and Committees of the Board

E. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI

1. Metropolitan Alliance of Police Collective Bargaining Agreement Undisputed Items Retroactive Pay

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

1. Resolution Approving the Devon Excess Flow Lift Station Agreement Between the Village of Bartlett and Martam Construction, Inc.
2. Resolution Approving the Devon Excess Flow Force Main Agreement Between the Village of Bartlett and Performance Construction and Engineering, LLC
- *3. Resolution Approving of the 2023 Sidewalk Cutting Project Agreement Between the Village of Bartlett and Hard Rock Concrete Cutters, Inc.
- *4. Resolution Authorizing the Purchase of up to 780 Tons of Road Salt from Compass Minerals
- *5. Ordinance Amending the Bartlett Public Ways and Property Ordinance for the Adoption of the Amended Bartlett Cemetery Ordinance
- *6. Purchase of an 80 Niche Columbarium with Ossuary for Bartlett Cemetery
7. Resolution Approving Agreements Between the Village of Bartlett and Club Car, LLC

13. NEW BUSINESS

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



VILLAGE OF BARTLETT
BOARD MINUTES
May 2, 2023

1. CALL TO ORDER

President Wallace called the regular meeting of May 2, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m.

2. ROLL CALL

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

ABSENT: None

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

3. INVOCATION – Father Chris Ciomek from St. Peter Damian Catholic Church gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. SWEARING IN OF ELECTED OFFICERS

Village Attorney Bryan Mraz swore in Trustees Hopkins, Deyne, Suwanski and LaPorte.

6. SWEARING IN OF VILLAGE ATTORNEY

Village Attorney Bryan Mraz swore in the new Village Attorney, Kurt Asprooth from Ancel Glink.

7. 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



VILLAGE OF BARTLETT
BOARD MINUTES
May 2, 2023

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.

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

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

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

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

10. TREASURER'S REPORT – None

11. PRESIDENT'S REPORT

A. President Wallace read a Proclamation for the retirement of Police Officer Eric Roger

B. President Wallace read a Proclamation for the retirement of Police Officer Chris Solesky

C. Trustee Suwanski read a Proclamation for National Police Week

D. President Wallace read a Proclamation recognizing May, 2023 as Bike Month

E. President Wallace read a Proclamation for Building Safety Month



VILLAGE OF BARTLETT
BOARD MINUTES
May 2, 2023

12. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized birthdays and anniversaries.

Trustee Suwanski asked for an update on the community garden.

Sr. Management Analyst Sam Hughes stated that they have a site picked out by Koehler Field that is about 5,000 SF and is west of the water tower. There will be a teaser in one of the upcoming Bartletter's. They hope to start sign-ups in the fall and move forward with it.

President Wallace asked how it works. Do you have to pay to have a spot?

Mr. Hughes stated that it is a nominal fee (\$40-\$60). There will be some senior spots that are elevated higher (4X6), but a standard one would be 4X12.

Trustee Suwanski stated that the layout and buildout will take place this summer.

Mr. Hughes stated that the location has good access to water. There will be spigots out there and public works will provide the edging for the beds. They are planning on some fencing around it. The first season will start in May of 2024.

Trustee thanked Police Chief Geoff Pretkelis for the Open House and thought they did a fantastic job. His kids loved it and the many activities. Their favorite was going into the jail cell.

Police Chief Geoff Pretkelis stated that they had approximately 800 people go through the station. They appreciate seeing members of the board there and stated that they always have great support from the board and staff. It was a fantastic turnout and he gave all the credit to Sergeant Greg Milos who put it together.

He stated that this Saturday is the annual fishing derby and they expect good weather. It is fun for all ages and he welcomed everyone. It will be advertised further on social media tomorrow.

President Wallace asked which businesses are sponsoring it.

Mr. Pretkelis stated that he thought it was self-donations from people. They had a lot of support from the Bartlett High School Bass Fishing Club. They also get donations and support from local businesses as well as the budget approved by the board.



VILLAGE OF BARTLETT
BOARD MINUTES
May 2, 2023

President Wallace stated that he has fond memories with his kids at the fishing derby.

13. TOWN HALL – None

14. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was nothing to report.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that there was nothing to report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that the Microsoft 365 licensing purchase was covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

1. Trustee Gunsteen stated that per Title 1, Chapter 8, of the Bartlett Municipal Code dealing with Village Officers and Employees, annual appointments of Village Officers by the Village President with the advice and consent of the Board are done on an annual basis.

President Wallace read the following positions and stated that these appointments are for a one-year term:

- a. Village Administrator, Paula Schumacher
- b. Village Treasurer, Todd Dowden
- c. Village Budget Officer and Director of Finance, Todd Dowden
- d. Director of Public Works, Daniel Dinges
- e. Building and Code Enforcement Division Manager/Building Official, John Komorowski
- f. Electrical Inspector, William Dettmer
- g. Plumbing Inspector, Dewayne Burris
- h. Chief of Police, Geoffrey Pretkelis
- i. Village Engineer, Robert Allen
- j. Director of Planning and Development Services/Zoning Administrator, Kristy Stone
- k. Open Meetings Act Officer, Paula Schumacher



**VILLAGE OF BARTLETT
BOARD MINUTES
May 2, 2023**

- I. Freedom of Information Act Officers, Samuel Hughes, Scott Skrycki (in his absence)

Trustee Gunsteen moved to Consent to the Appointments of each of the Officers as made by the Village President and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO CONSENT TO THE APPOINTMENTS OF THE ABOVE OFFICERS

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

2. Trustee Gunsteen presented Resolution 2023-38-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Ancel Glink, a Professional Corporation.

Trustee Gunsteen moved to approve Resolution 2023-38-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Ancel Glink, a Professional Corporation and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE RESOLUTION 2023-38-R APPROVING PROFESSIONAL SERVICE AGREEMENT WITH ANCEL GLINK

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

3. Trustee Gunsteen presented Resolution 2023-39-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.

Trustee Gunsteen moved to approve Resolution 2023-39-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C. and that motion was seconded by Trustee Deyne.



**VILLAGE OF BARTLETT
BOARD MINUTES
May 2, 2023**

ROLL CALL VOTE TO APPROVE RESOLUTION 2023-39-R APPROVING PROFESSIONAL SERVICE AGREEMENT WITH ROBERT J. KRUPP, P.C.

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

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that Resolution 2023-40-R, a Resolution Waiving Advertising for Bids and Approving of the Contract for Services Between the Village of Bartlett and Northeast DuPage Family and Youth Services for Full Time Social Worker Services was covered and approved under the Consent Agenda.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN, CHAIRMAN LAPORTE

Trustee LaPorte stated that Resolution 2023-41-R, a Resolution Authorizing the use of Motor Fuel Tax Funds in the Amount of \$2,075,000.00 to Pay for the Cost of Construction for all FY2023/2024 MFT General Maintenance Program Projects; Resolution 2023-42-R, a Resolution Approving of a Professional Services Agreement Between the Village of Bartlett and Bollinger Lach and Associates, Inc. for the 2023 Road Resurfacing Project Phase II and III Engineering were covered and approved under the Consent Agenda.

15. NEW BUSINESS

Trustee Deyne welcomed Attorney Kurt Asprooth and his firm to the Board. He also thanked Bryan Mraz for his years of service and dedication and stated that he had the pleasure of working with Bryan's father prior to him.

President Wallace also thanked Bryan Mraz and asked him not to be a stranger.

16. QUESTION/ANSWER PRESIDENT & TRUSTEES

President Wallace asked if there was a general guess as when West Bartlett and Route 59 roadwork will be completed.

Public Works Director Dan Dinges stated that they have not received an official date but he anticipated by summer of 2024. They hope that the bulk of the work will get done through this construction season but he thought there would be some clean up next spring. They should be able to get further details on the contract from IDOT very soon.



**VILLAGE OF BARTLETT
BOARD MINUTES
May 2, 2023**

Trustee Gunsteen stated that despite the amount of traffic, they are doing a very good job keeping things safe.

Mr. Dinges stated that they had some concerns on left turn movements and they talked to IDOT right away about it being a blind turn. Hopefully, they will prohibit the left turn because it is a recipe for disaster.

President Wallace asked him to get that out on social media.

Trustee LaPorte spoke about the westbound traffic on Lake Street when you go past Moretti's, it seems that traffic is beginning to back up and that is the end of the turn lane going onto Naperville Road south.

Trustee Hopkins asked if they have any movement with Cook County and Naperville Road as far as reaching out to them and seeing what they can do to reduce speed or truck traffic on Naperville Road.

Mr. Dinges stated that he recently attended a Shales Parkway and Lake Street intersection improvement meeting that IDOT is working on. He is planning to bring it to the Committee of the Whole meeting on May 16th. It will include an update on the 390 extension. At the meeting, there was a representative from Cook County and he spoke with them about the construction on Route 59/West Bartlett, people are finding alternative routes. He made her aware that they would be talking real soon about updating the study regarding trucks and speed limits. It is on their radar.

17. ADJOURN

President Wallace stated that the Board will adjourn and there will not be a Committee of the Whole meeting immediately following per lack of agenda items.



**VILLAGE OF BARTLETT
BOARD MINUTES
May 2, 2023**

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:39 p.m.

Lorna Giles
Village Clerk

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/16/2023**

100-GENERAL FUND REVENUES

430310-TOWING/IMPOUNDING FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 YSRAEL DELGADO ESPINEL	ADMINISTRATIVE TOW FEE REFUND	500.00
INVOICES TOTAL:		500.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - MAY 2023	337,024.63
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - MAY 2023	4,265.86
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/MAY 2023	893.80
** 1 METROPOLITAN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - MAY 2023	16,687.64
INVOICES TOTAL:		358,871.93

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRANICUS	FOIA MODULE SERVICE AGREEMENT	6,906.60
INVOICES TOTAL:		6,906.60

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	ZIPPERED VINYL PORTFOLIOS	759.96
INVOICES TOTAL:		759.96

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	56.48
1 AMAZON CAPITAL SERVICES INC	NAME PLATE	10.48
1 REPROGRAPHICS	MAPS	47.50
1 WAREHOUSE DIRECT	BATTERIES	21.43
1 WAREHOUSE DIRECT	TONER	200.17
1 WAREHOUSE DIRECT	ENVELOPES	127.29
INVOICES TOTAL:		463.35

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	NIU/ILCMA SEMINAR FEES	260.00
INVOICES TOTAL:		260.00

543101-DUES

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

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/16/2023**

**	1 ELAN FINANCIAL SERVICES	IEDC/ICSC MEMBERSHIP DUES	745.00
	1 NORTHWEST MUNICIPAL CONFERENCE	ANNUAL MEMBERSHIP DUES	20,963.55
			<u>INVOICES TOTAL:</u> 21,708.55

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 BATTERY G 2ND ILLINOIS LIGHT ARTILLERY	CANNON GROUP/MEMORIAL DAY WALK	500.00	
1 BUGLES ACROSS AMERICA NFP	DONATION/MEMORIAL DAY WALK	100.00	
1 SANTA'S VILLAGE LLC	DEC 2023 MAGICAL REINDEER DISPLAY	1,995.00	
1 SHANNON ROVERS IRISH PIPE BAND	BAGPIPERS/MEMORIAL DAY WALK	250.00	
1 SUNSHINE FARM II	DEPOSIT/HORSE DRAWN TROLLEY	1,600.00	
			<u>INVOICES TOTAL:</u> 4,445.00

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
** 1 ELAN FINANCIAL SERVICES	MUSEUM EXPENSES/SUPPLIES	1,766.84	
1 TERRENCE LYNCH	HISTORY MUSEUM PERFORMANCE	300.00	
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	93.47	
			<u>INVOICES TOTAL:</u> 2,160.31

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 COMCAST	CABLE SERVICE	31.60	
** 1 ELAN FINANCIAL SERVICES	ZOOM FEES/LUNCH MEETINGS	907.35	
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	30.05	
			<u>INVOICES TOTAL:</u> 969.00

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	17,252.00	
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00	
			<u>INVOICES TOTAL:</u> 19,252.00

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 HAMPTON LENZINI AND RENWICK INC	AUTOMOTIVE MALL REVIEW	630.00	
1 HAMPTON LENZINI AND RENWICK INC	PROMENADE STORMWATER REVIEW	1,035.00	
1 HAMPTON LENZINI AND RENWICK INC	GRASSLAND TOWNHOMES REVIEW	5,270.00	
1 HAMPTON LENZINI AND RENWICK INC	HAWK HOLLOW STORMWATER REVIEW	495.00	
1 HAMPTON LENZINI AND RENWICK INC	ALDI STORMWATER REVIEW	1,225.00	
			<u>INVOICES TOTAL:</u> 8,655.00

523600-SOCIAL SERVICES

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

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 5/16/2023

1 KATHRYN R JUZWIN	CONSULTING FEES/MARCH 2023	1,583.33
1 NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM	2,272.75
1 NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM	2,272.75
1 NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM	2,272.75
INVOICES TOTAL:		8,401.58

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 INTERGOVERNMENTAL RISK MGMT AGENCY	MARCH DEDUCTIBLE	41,056.19
INVOICES TOTAL:		41,056.19

1400-FINANCE

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMAZON CAPITAL SERVICES INC	METAL CASH BOX	23.49
1 WAREHOUSE DIRECT	CHAIRMAT	238.39
1 WAREHOUSE DIRECT	STYROFOAM CUPS/OFFICE SUPPLIES	91.09
1 WAREHOUSE DIRECT	PAPER CLIPS	9.10
INVOICES TOTAL:		362.07

532300-POSTAGE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FEDERAL EXPRESS CORP	BUDGET FILING	70.59
INVOICES TOTAL:		70.59

541600-PROFESSIONAL DEVELOPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 ELAN FINANCIAL SERVICES	IGFOA WEBINAR REGISTRATION	20.00
INVOICES TOTAL:		20.00

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	61.43
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	28.06
INVOICES TOTAL:		89.49

522501-DOCUMENT IMAGING SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 TKB ASSOCIATES INC	DOCUMENT SCANNING PROJECT	3,999.20
INVOICES TOTAL:		3,999.20

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/16/2023**

523010-ELEVATOR INSPECTIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR CODE INSPECTIONS	82.00
	INVOICES TOTAL:	82.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REPROGRAPHICS	MAPS	15.83
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	503.57
	INVOICES TOTAL:	519.40

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	IEHA CONFERENCE REGISTRATION	75.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	60.00
	INVOICES TOTAL:	135.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	1,709.50
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	51.05
	INVOICES TOTAL:	1,760.55

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	316.13
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	313.18
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	66.71
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	211.64
1 VERIZON WIRELESS	WIRELESS SERVICES	722.51
1 VERIZON WIRELESS	WIRELESS SERVICES	1,303.89
	INVOICES TOTAL:	2,934.06

524220-TOWING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLOOMINGDALE RESCUE & RECOVERY INC	TOWING SERVICES	95.00
	INVOICES TOTAL:	95.00

524240-IMPOUNDING ANIMALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY ANIMAL SERVICES	ANIMAL SERVICES - MARCH 2023	150.00
** 1 ELAN FINANCIAL SERVICES	TRANQUILIZER DART GUN SUPPLIES	207.82
	INVOICES TOTAL:	357.82

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/16/2023**

525400-COMMUNICATIONS - DUCOMM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DU-COMM	FACILITY LEASE/OPERATING COSTS	8,873.93
1 DU-COMM	QUARTERLY DUES	193,630.25
INVOICES TOTAL:		202,504.18

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	230.73
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	49.73
1 ILLINOIS TOLLWAY	TOLL FEES	5.70
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	495.65
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	681.96
INVOICES TOTAL:		1,463.77

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	MEETING SNACKS/EDIBLE ARRANGEMENTS	323.46
1 ELGIN KEY & LOCK CO INC	SPEED TRAILER KEYS	30.00
1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER K9 MEDICATION	78.60
1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER K9 MEDICATION	122.96
1 HOME DEPOT CREDIT SERVICES	WINDSHIELD DEICER	71.46
1 MICHAEL KMIECIK	LUTHER K9 FOOD	162.72
1 LT ARTISTIC FRAMING INC	RETIREMENT SHADOW BOXES	493.00
1 MARK DRUGS PHARMACY	LUTHER K9 MEDICATION	198.00
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	138.49
1 WAREHOUSE DIRECT	INK CARTRIDGE	128.94
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	75.68
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	17.98
INVOICES TOTAL:		1,841.29

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STREICHER'S INC	BADGES	370.50
INVOICES TOTAL:		370.50

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	MICROFIBER CLOTHS	13.06
1 WAREHOUSE DIRECT	TRASH BAGS	25.37
1 WAREHOUSE DIRECT	ENVELOPES/PAPER	67.17
INVOICES TOTAL:		105.60

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LOMBARDI ELECTRIC INC	OUTLET INSTALLATION	2,350.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/16/2023**

1 SPIN DOCTOR CYCLEWERKS INC	BICYCLE REPAIRS	421.99
		INVOICES TOTAL: 2,771.99

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADDISON FIRE PROTECTION DISTRICT	BLS INSTRUCTOR COURSE	250.00
1 AMAZON CAPITAL SERVICES INC	TRAINING EQUIPMENT	650.69
1 CELLEBRITE INC	TRAINING REGISTRATION	8,400.00
1 COLLEGE OF DUPAGE	BASIC ACADEMY TRAINING FEES	9,392.00
** 1 ELAN FINANCIAL SERVICES	IDEOA/I-PAC CONFERENCE FEES	810.00
1 ILLINOIS JUVENILE OFFICERS ASSOC	IJOA & IDOA CONF FEE/T DENDINGER	250.00
1 ILLINOIS JUVENILE OFFICERS ASSOC	IJOA & IDOA CONF FEE/M AYESH	250.00
1 ERIC KISTLER	TRAINING EXPENSES	96.00
1 NORTH EAST MULTI-REGIONAL	ANNUAL MEMBERSHIP FEES	6,745.00
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	30.58
		INVOICES TOTAL: 26,874.27

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	BLS INSTRUCTOR ESSENTIALS	38.00
		INVOICES TOTAL: 38.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	GSM MEMBERSHIP DUES	79.00
1 ILLINOIS TRUCK ENFORCEMENT ASSOC LTD	ANNUAL DUES	100.00
		INVOICES TOTAL: 179.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	D.A.R.E. GRADUATION SUPPLIES	13.50
1 ENCHANTED PRODUCTIONS LLC	NNO 2023 CHARACTER APPEARANCE	800.00
1 GOLDSTAR PRINTING	TEEN CPA T-SHIRTS	180.75
1 POSITIVE PROMOTIONS INC	OPEN HOUSE GIVEAWAYS	413.83
		INVOICES TOTAL: 1,408.08

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FLOCK SAFETY	FLOCK READERS	4,375.00
		INVOICES TOTAL: 4,375.00

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	2.10

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/16/2023**

1 GORDON FLESCH COMPANY INC	PLOTTER MAINTENANCE SERVICE	12.00
1 VERIZON WIRELESS	WIRELESS SERVICES	293.65
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
1 VERIZON WIRELESS	WIRELESS SERVICES	277.64
INVOICES TOTAL:		621.40

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	22.56
1 NICOR GAS	GAS BILL	272.60
1 NICOR GAS	GAS BILL	300.60
1 NICOR GAS	GAS BILL	562.72
1 NICOR GAS	GAS BILL	739.04
INVOICES TOTAL:		1,897.52

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ATLAS BOBCAT LLC	VEHICLE MAINTENANCE	160.00
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	859.50
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	802.24
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	750.00
1 SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	446.01
INVOICES TOTAL:		3,017.75

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	TRAFFIC SIGNAL MAINTENANCE	452.50
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	1,098.72
1 STATE TREASURER	TRAFFIC SIGNAL MAINTENANCE	3,601.98
INVOICES TOTAL:		5,153.20

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	1,093.75
1 ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	2,393.75
1 UNO MAS LANDSCAPING	LANDSCAPE MAINTENANCE/APR 2023	4,885.00
INVOICES TOTAL:		8,372.50

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,052.80
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,364.50
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	114.34
1 JUDY LAFRONZA	REIMBURSEMENT/WATER DAMAGE	342.45
INVOICES TOTAL:		2,874.09

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/16/2023**

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOMER TREE SERVICE INC	MUNGER ROAD ROW TREE CLEARING	18,000.00
	INVOICES TOTAL:	18,000.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	MATERIALS & SUPPLIES	108.47
1 AMAZON CAPITAL SERVICES INC	INK CARTRIDGES	50.10
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	384.81
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING PAINT	163.80
1 REPROGRAPHICS	MAPS	31.67
1 RHOMAR INDUSTRIES	MATERIALS & SUPPLIES	803.68
1 WAREHOUSE DIRECT	COFFEE/OFFICE SUPPLIES	45.06
	INVOICES TOTAL:	1,587.59

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	70.99
	INVOICES TOTAL:	70.99

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	REPLACEMENT BLADE KIT SET	247.83
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	169.90
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	31.14
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	30.49
1 FLEETPRIDE	MAINTENANCE SUPPLIES	399.64
1 HAWK FORD OF ST CHARLES	MAINTENANCE SUPPLIES	129.06
1 HAWKINS INC	MAINTENANCE SUPPLIES	558.76
1 INTERSTATE BATTERY SYSTEM	MAINTENANCE SUPPLIES	52.95
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	19.44
	INVOICES TOTAL:	1,639.21

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M COMPANY	STREET SIGN MATERIALS	591.24
1 3M COMPANY	STREET SIGN MATERIALS	82.97
1 WELCH BROS INC	GRAVEL PURCHASE	864.00
	INVOICES TOTAL:	1,538.21

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	770.00
	INVOICES TOTAL:	770.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/16/2023**

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	FUSE HOLDER	36.43
		<u>INVOICES TOTAL: 36.43</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	APWA/U OF I TRAINING FEES	561.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	15.46
		<u>INVOICES TOTAL: 576.46</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS DEPT OF AGRICULTURE	PEST CONTROL LICENSE FEE	60.00
		<u>INVOICES TOTAL: 60.00</u>

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	LEISEBURG STORM SEWER REPAIR	1,018.75
1 HAMPTON LENZINI AND RENWICK INC	COUNTRY CREEK STREAMBANK	10,792.50
1 MCCLOUD AQUATICS	POND MAINTENANCE AGREEMENT	3,622.50
1 WELCH BROS INC	MAINTENANCE SUPPLIES	180.00
		<u>INVOICES TOTAL: 15,613.75</u>

574800-TREE PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE DAVEY TREE EXPERT COMPANY	GRINDING OF WOOD CHIP PILE	3,700.00
		<u>INVOICES TOTAL: 3,700.00</u>

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PULTE HOME COMPANY LLC	BOND REFUND/1762 EASTFIELD DR	7,900.00
		<u>INVOICES TOTAL: 7,900.00</u>

4800-BREWSTER CREEK TIF MUN ACC EXP

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	360.00
		<u>INVOICES TOTAL: 360.00</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	19.65

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/16/2023**

INVOICES TOTAL: 19.65

582015-BREWSTER CRK SANTY W/S DISTRIB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARTIN MECHANICAL CORPORATION	INSTALLATION OF VAPEX UNIT	24,990.00
		<u>INVOICES TOTAL:</u> <u>24,990.00</u>

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SCADA PHONE SERVICE	37.59
1 GORDON FLESCH COMPANY INC	PLOTTER MAINTENANCE SERVICE	12.00
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	12,441.08
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
		<u>INVOICES TOTAL:</u> <u>14,784.00</u>

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	293.66
		<u>INVOICES TOTAL:</u> <u>293.66</u>

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	798.35
		<u>INVOICES TOTAL:</u> <u>798.35</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	137.20
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	164.37
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	195.06
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	760.19
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	296.68
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	3,897.42
1 NICOR GAS	GAS BILL	410.44
1 NICOR GAS	GAS BILL	342.46
1 NICOR GAS	GAS BILL	201.50
		<u>INVOICES TOTAL:</u> <u>6,405.32</u>

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,097.80
		<u>INVOICES TOTAL:</u> <u>1,097.80</u>

530100-MATERIALS & SUPPLIES

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

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/16/2023**

1 AMAZON CAPITAL SERVICES INC	INK CARTRIDGES	50.10
1 CORE & MAIN LP	MATERIALS & SUPPLIES	2,247.65
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	68.47
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	276.73
1 WAREHOUSE DIRECT	COFFEE/OFFICE SUPPLIES	45.07
INVOICES TOTAL:		2,688.02

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	594.41
INVOICES TOTAL:		594.41

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MAY BILLS POSTAGE	2,953.07
INVOICES TOTAL:		2,953.07

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	AIR FILTERS	82.56
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	19.44
INVOICES TOTAL:		102.00

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS	2,500.00
INVOICES TOTAL:		2,500.00

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRITTNEY CARNEY	REFUND/WATER BILL OVERPAYMENT	71.50
1 JOHN SKWIRBLIES	REFUND/WATER BILL OVERPAYMENT	649.41
INVOICES TOTAL:		720.91

5090-WATER CAPITAL PROJECTS EXP

581039-LEAD SERVICE REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	LEAD SERVICE LINE REPLACEMENT	286.48
INVOICES TOTAL:		286.48

5100-SEWER OPERATING EXPENSES

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/16/2023**

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	PLOTTER MAINTENANCE SERVICE	12.00
	INVOICES TOTAL:	12.00

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	293.66
	INVOICES TOTAL:	293.66

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	70.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	585.08
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	65.36
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	137.98
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	252.02
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	48.03
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	273.52
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	23.32
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	59.50
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	34.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	142.20
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	48.13
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	58.55
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	97.19
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	26.69
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	137.76
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	32,497.78
1 NICOR GAS	GAS BILL	51.44
1 NICOR GAS	GAS BILL	53.55
1 NICOR GAS	GAS BILL	165.70
1 NICOR GAS	GAS BILL	467.05
1 NICOR GAS	GAS BILL	53.29
1 NICOR GAS	GAS BILL	51.58
1 NICOR GAS	GAS BILL	164.27
1 NICOR GAS	GAS BILL	168.83
1 NICOR GAS	GAS BILL	52.20
1 NICOR GAS	GAS BILL	53.00
1 NICOR GAS	GAS BILL	53.31
1 NICOR GAS	GAS BILL	55.78
	INVOICES TOTAL:	35,948.91

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	VEHICLE MAINTENANCE SUPPLIES	159.88
	INVOICES TOTAL:	159.88

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/16/2023

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	MATERIALS & SUPPLIES	108.47
1 AMAZON CAPITAL SERVICES INC	INK CARTRIDGES	50.11
1 CASE LOTS INC	ROLL TOWELS/BATH TISSUE	659.30
1 HACH COMPANY	LAB SUPPLIES	171.04
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	70.15
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	279.06
1 ZIEGLER'S ACE HARDWARE	FASTENERS	1.58
INVOICES TOTAL:		1,339.71

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	1,125.33
INVOICES TOTAL:		1,125.33

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	4,002.70
1 HAWKINS INC	CHEMICAL SUPPLIES	7,370.83
1 HAWKINS INC	CHEMICAL SUPPLIES	1,851.10
INVOICES TOTAL:		13,224.63

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MAY BILLS POSTAGE	2,953.07
INVOICES TOTAL:		2,953.07

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	FUEL FILTERS	366.99
1 FLOW-TECHNICS INC	PUMP REPAIRS	10,126.28
1 FLOW-TECHNICS INC	PUMP REPAIRS	750.00
1 FLOW-TECHNICS INC	DRAINAGE PUMP	19,659.89
1 GRAINGER	REPLACEMENT UPS BATTERY	95.87
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	19.44
1 LIONHEART CRITICAL POWER	ENGINE REPAIRS	205.63
1 LIONHEART CRITICAL POWER	EQUIPMENT MAINTENANCE SUPPLIES	8,683.00
1 LIONHEART CRITICAL POWER	GENERATOR TESTING SERVICES	2,379.93
1 LIONHEART CRITICAL POWER	GENERATOR MAINTENANCE/APR 2023	13,911.61
1 WEST SIDE ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	146.00
INVOICES TOTAL:		56,344.64

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST TRADING HORTICULTURAL	LANDSCAPING MATERIALS	84.80

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/16/2023**

INVOICES TOTAL: **84.80**

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEBMARC DOORS INC	COMMERCIAL DOOR REPAIRS	3,116.55
<u>INVOICES TOTAL:</u>		3,116.55

510000-SEWER FUND

200504-FRWRD PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CO SEWER TREATMENT/APR 23	794.75
<u>INVOICES TOTAL:</u>		794.75

5190-SEWER CAPITAL PROJECTS EXP

582025-SANITARY SEWER EVALUATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PERFORMANCE PIPELINING INC	SANITARY SERVICE LINING PROJECT	34,840.00
<u>INVOICES TOTAL:</u>		34,840.00

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTRUCTION & GEOTECHNICAL	SOIL TESTING	786.00
1 JOSEPH J HENDERSON & SON INC	BITTERSWEET WRF IMPROVEMENTS	2,494,809.14
1 RUBINO ENGINEERING INC	CONCRETE COMPRESSION TESTING	2,196.00
1 STRAND ASSOCIATES INC	WRF - CONTRACT ADMIN	21,135.00
1 STRAND ASSOCIATES INC	WRF - START-UP & TRAINING	33,740.00
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF - RPR	31,125.80
<u>INVOICES TOTAL:</u>		2,583,791.94

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FORCEMAIN	14,901.44
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY LIFT STATION	16,815.00
1 HAMPTON LENZINI AND RENWICK INC	EXCESS FLOW SEWER IMPROVEMENTS	555.00
<u>INVOICES TOTAL:</u>		32,271.44

5200-PARKING OPERATING EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	82.42
1 NICOR GAS	GAS BILL	205.87
1 VERIZON WIRELESS	WIRELESS SERVICES	41.99
<u>INVOICES TOTAL:</u>		330.28

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/16/2023**

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	METRA INTERNET SERVICE	62.35
INVOICES TOTAL:		62.35

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	58.89
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	255.00
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	107.85
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR CODE INSPECTION	41.00
INVOICES TOTAL:		462.74

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NITECH FIRE & SECURITY INDUSTRIES INC	ALARM EQUIPMENT REPAIRS	245.00
INVOICES TOTAL:		245.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	426.48
1 NICOR GAS	GAS BILL	1,025.48
INVOICES TOTAL:		1,451.96

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	PAPER TOWEL DISPENSER	42.23
1 THE HOME DEPOT PRO	SOAP REFILLS	50.75
INVOICES TOTAL:		92.98

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	1,533.84
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	997.32
INVOICES TOTAL:		2,531.16

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOLDMORE MECHANICAL LLC	KITCHEN EXHAUST FAN REPLACEMENT	10,227.50
INVOICES TOTAL:		10,227.50

5510-GOLF MAINTENANCE EXPENSES

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/16/2023**

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	GROUNDS UNIFORMS	444.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
INVOICES TOTAL:		594.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	322.38
1 NICOR GAS	GAS BILL	341.82
INVOICES TOTAL:		664.20

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	440.00
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	1,212.48
INVOICES TOTAL:		1,652.48

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	41.16
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	3.44
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	74.87
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	148.00
1 REINDERS INC	MAINTENANCE SUPPLIES	27.46
INVOICES TOTAL:		294.93

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 1ST AYD CORPORATION	CLEANING SUPPLIES	220.26
1 CHICAGOLAND TURF	PUTTING CUPS	606.64
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	241.62
INVOICES TOTAL:		1,068.52

572000-BUILDING & GROUNDS IMPROVMNTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	STORM DOOR	179.00
1 GREEN SOURCE USA	SOD PURCHASE	2,190.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	1,301.13
INVOICES TOTAL:		3,670.13

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/16/2023**

560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES	64.00
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	108.33
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.83
INVOICES TOTAL:		267.66

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	170.91
INVOICES TOTAL:		170.91

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE & CLEANING SUPPLIES	82.06
1 GRECO AND SONS INC	FOOD SERVICE SUPPLIES	200.00
INVOICES TOTAL:		282.06

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	STAFF SHIRTS	151.51
1 ADIDAS AMERICA INC	STAFF SHIRTS	63.67
INVOICES TOTAL:		215.18

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MARKERS	19.95
INVOICES TOTAL:		19.95

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	700.00
1 CHICAGO BEVERAGE SYSTEMS/	BEER PURCHASE	192.50
1 ELGIN BEVERAGE CO	BEER PURCHASE	388.37
1 EUCLID BEVERAGE LLC	BEER PURCHASE	500.00
1 GRECO AND SONS INC	FOOD PURCHASE	214.48
1 GRECO AND SONS INC	FOOD PURCHASE	225.90
1 GRECO AND SONS INC	FOOD PURCHASE	174.04
1 LAKESHORE BEVERAGE	BEER PURCHASE	193.51
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	214.04
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	179.89
1 SYSCO CHICAGO INC	FOOD PURCHASE	986.10
1 SYSCO CHICAGO INC	FOOD PURCHASE	172.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/16/2023**

INVOICES TOTAL: **4,140.83**

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 ALSCO	LINEN SERVICES	177.03
1 ALSCO	LINEN SERVICES	90.85
1 ALSCO	LINEN SERVICES	155.70
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	61.00
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	108.34
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.84
<u>INVOICES TOTAL:</u>		708.26

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	JOB AD POSTING FEES	824.00
1 THE KNOT WORLDWIDE INC	ADVERTISING	4,728.74
<u>INVOICES TOTAL:</u>		5,552.74

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	170.91
<u>INVOICES TOTAL:</u>		170.91

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE & CLEANING SUPPLIES	82.07
1 GRECO AND SONS INC	FOOD SERVICE SUPPLIES	100.00
1 MLA WHOLESALE INC	FLOWERS	44.50
1 MLA WHOLESALE INC	FLOWERS	49.90
1 MLA WHOLESALE INC	FLOWERS	109.25
<u>INVOICES TOTAL:</u>		385.72

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	STAFF SHIRTS	151.51
1 ADIDAS AMERICA INC	STAFF SHIRTS	63.67
<u>INVOICES TOTAL:</u>		215.18

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE & CLEANING SUPPLIES	125.97
1 AMAZON CAPITAL SERVICES INC	MARKERS	19.95
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	29.76

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/16/2023**

INVOICES TOTAL: **175.68**

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,367.95
1 EUCLID BEVERAGE LLC	BEER PURCHASE	846.93
1 GRECO AND SONS INC	FOOD PURCHASE	141.37
1 GRECO AND SONS INC	FOOD PURCHASE	214.48
1 GRECO AND SONS INC	FOOD PURCHASE	225.90
1 GRECO AND SONS INC	FOOD PURCHASE	494.00
1 GRECO AND SONS INC	FOOD PURCHASE	66.64
1 IL GIARDINO DEL DOLCE INC	CAKE PURCHASE	86.50
1 IL GIARDINO DEL DOLCE INC	CAKE PURCHASE	200.50
1 LAKESHORE BEVERAGE	BEER PURCHASE	193.52
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	237.20
1 SYSCO CHICAGO INC	FOOD PURCHASE	986.11
1 SYSCO CHICAGO INC	FOOD PURCHASE	804.52
<u>INVOICES TOTAL:</u>		5,865.62

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD SERVICE SUPPLIES	387.05
<u>INVOICES TOTAL:</u>		387.05

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	490.50
1 ELGIN BEVERAGE CO	BEER PURCHASE	513.80
1 EUCLID BEVERAGE LLC	BEER PURCHASE	920.65
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	188.83
1 GRECO AND SONS INC	FOOD PURCHASE	225.91
1 LAKESHORE BEVERAGE	BEER PURCHASE	327.20
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	230.86
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	155.25
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	316.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	1,500.00
<u>INVOICES TOTAL:</u>		4,869.00

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOMATIC BUILDING CONTROLS LLC	ANNUAL SERVICE AGREEMENT	3,504.00
1 AUTOMATIC BUILDING CONTROLS LLC	ANNUAL SERVICE AGREEMENT	3,504.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 5/16/2023

1 CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MGMT SERVICE JUNE 2023	16,650.00
		INVOICES TOTAL: 23,658.00

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUELAKE SOFTWARE	CONSULTING/KOFAX UPGRADE	450.00
1 COMCAST	INTERNET SERVICE	91.90
** 1 ELAN FINANCIAL SERVICES	GIS AUTOMATION/MDM FEES	84.30
1 HOOTSUITE INC	BUSINESS PLAN AGREEMENT	4,079.28
1 TKB ASSOCIATES INC	LASERFICHE SOFTWARE RENEWAL	8,253.00
1 TYLER TECHNOLOGIES INC	ANNUAL SUPPORT/UPDATE LICENSING	76,205.30
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,499.00
		INVOICES TOTAL: 91,662.78

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOMATIC BUILDING CONTROLS LLC	COOLING UNIT REPAIRS	594.00
1 MIDWEST MECHANICAL	REPAIR SERVICES	1,454.35
		INVOICES TOTAL: 2,048.35

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	410.11
1 VERIZON WIRELESS	WIRELESS SERVICES	522.08
		INVOICES TOTAL: 932.19

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	165.97
1 NICOR GAS	GAS BILL	926.66
		INVOICES TOTAL: 1,092.63

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	RETIREMENT CELEBRATION SUPPLIES	163.27
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	46.38
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	439.55
1 WAREHOUSE DIRECT	PAPER TOWELS/TRASH BAGS	335.12
1 WAREHOUSE DIRECT	STYROFOAM CUPS/OFFICE SUPPLIES	227.46
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	55.31
		INVOICES TOTAL: 1,267.09

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	GMIS/ILLINOIS GIS CONFERENCE FEES	255.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	31.80

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/16/2023**

INVOICES TOTAL: 286.80

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLACK BOX NETWORK SERVICES	SERVER MIGRATION/UPDATE	4,275.00
1 TOWN & COUNTRY GARDENS EL	FLOWERS	112.99
		<u>INVOICES TOTAL: 4,387.99</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CLOUD SERVICES	1.46
1 HEARTLAND BUSINESS SYSTEMS LLC	REPLACEMENT SECURITY CAMERA	933.87
1 STRICTLY TECHNOLOGY	REPLACEMENT SECURITY CAMERA	1,672.13
		<u>INVOICES TOTAL: 2,607.46</u>

7000-POLICE PENSION EXPENDITURES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REIMER DOBROVOLNY & LABARDI PC	LEGAL SERVICES	3,214.07
1 REIMER DOBROVOLNY & LABARDI PC	LEGAL SERVICES	1,996.81
		<u>INVOICES TOTAL: 5,210.88</u>

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIANT INSURANCE SERVICES INC	FIDUCIARY LIABILITY RENEWAL	6,872.00
		<u>INVOICES TOTAL: 6,872.00</u>

GRAND TOTAL: 3,811,891.56

GENERAL FUND	792,295.43
DEVELOPER DEPOSITS FUND	7,900.00
BREWSTER CREEK TIF MUN ACCT	25,369.65
WATER FUND	33,224.02
SEWER FUND	2,766,301.31
PARKING FUND	392.63
GOLF FUND	46,382.35
CENTRAL SERVICES FUND	127,943.29
POLICE PENSION FUND	12,082.88
GRAND TOTAL	3,811,891.56

** Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT
 CASH & INVESTMENT REPORT
 FISCAL YEAR 2022/23 as of March 31, 2023

Fund	2/28/2023	Receipts	Disbursements	Detail of Ending Balance		
				Cash	Investments	Net Assets/Liab.
General	22,329,111	2,440,205	1,908,347	6,446,879	15,455,765	958,326
MFT	5,202,809	143,934	0	1,684,307	3,639,750	22,685
Debt Service	329,627	240,436	636	149,221	419,627	578
Capital Projects	5,091,836	97,212	0	11,250	31,636	5,146,162
Municipal Building	3,136,587	6,400	0	751,027	2,111,971	279,989
Developer Deposits	2,473,375	33,030	0	(3,605)	4,312,546	(1,802,535)
59 & Lake TIF	(2,641,255)	0	0	278,952	784,444	(3,704,651)
BC Municipal TIF	1,775,420	3,979	106,764	446,371	1,255,245	(28,982)
Bluff City TIF Municipal	242,706	535	0	63,807	179,434	0
Water	6,257,351	1,006,130	682,268	2,112,363	5,939,916	(1,471,067)
Sewer	24,002,518	1,645,277	1,376,201	1,249,178	3,512,546	19,509,870
Parking	(216,234)	5,001	9,322	0	0	(220,555)
Golf	(466,666)	78,588	133,083	0	0	(521,161)
Central Services	965,075	123,179	113,381	223,057	627,261	124,554
Vehicle Replacement	3,990,093	62,081	0	519,122	1,459,827	2,073,225
TOTALS	72,472,351	5,885,988	4,330,002	13,931,930	39,729,968	20,366,439

BC Project TIF	4,178,189	66,378	50,600	0	0	4,193,967
Bluff City Project TIF	11,304	25	0	2,972	8,357	0
Bluff City SSA Debt Srv.	(3,082)	19,999	0	0	0	16,917
Police Pension	54,792,079	238,290	255,503	2,856,035	51,911,541	7,290
						4,193,967
						11,329
						16,917
						54,774,866



Todd Dowden
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
 FISCAL YEAR 2022/23 as of March 31, 2023

Fund	Revenues			Expenditures		
	Actual	Current Year Budget	Prior YTD %	Actual	Current Year Budget	Prior YTD %
General	29,797,316	27,110,465	109.91%	27,937,130	30,083,547	92.87%
MFT	2,070,126	2,105,128	98.34%	1,875,758	2,870,000	65.36%
Debt Service	2,606,809	2,966,810	87.87%	2,959,439	2,962,167	99.91%
Capital Projects	2,879,976	2,763,462	104.22%	500,000	500,000	100.00%
Municipal Building	2,142,632	2,004,200	106.91%	5,550	476,000	1.17%
Developer Deposits	83,844	172,500	48.61%	15,750	241,958	6.51%
Bluff City SSA	469,273	947,509	49.53%	975,904	981,925	99.39%
59 & Lake TIF	(2,564,078)	61,000	-4203.41%	77,177	61,000	126.52%
Bluff City Municipal TIF	72,870	60,100	121.25%	0	105,000	0.00%
Bluff City Project TIF	1,111,639	2,100,500	52.92%	1,108,301	2,100,000	52.78%
Brewster Creek Municipal TIF	967,343	1,015,500	95.26%	542,708	2,119,354	25.61%
Brewster Creek Project TIF	9,352,400	8,055,000	116.11%	9,298,630	8,052,000	115.48%
Water	12,044,023	12,812,500	94.00%	9,838,224	14,582,092	67.47%
Sewer	21,678,559	22,710,000	95.46%	19,577,100	22,722,961	86.16%
Parking	54,584	50,000	109.17%	137,172	239,902	57.18%
Golf	2,348,144	2,507,558	93.64%	2,290,163	2,496,920	91.72%
Central Services	1,342,135	1,456,154	92.17%	1,265,404	1,553,135	81.47%
Vehicle Replacement	852,595	704,992	120.94%	837,914	989,000	84.72%
Police Pension	1,888,579	7,061,621	26.74%	2,693,726	3,487,530	77.24%
Subtotal	89,198,769	96,664,999	92.28%	81,936,050	96,624,491	84.80%
Less Interfund Transfers	(9,148,749)	(4,772,975)	191.68%	(9,148,749)	(4,772,975)	191.68%
Total	80,050,021	91,892,024	87.11%	72,787,301	91,851,516	79.24%

VILLAGE OF BARTLETT TREASURER'S REPORT
 MAJOR REVENUE BUDGET COMPARISONS
 FISCAL YEAR 2022/23 as of March 31, 2023

Fund	Actual	Current Year Budget	Percent	Prior YTD %
Property Taxes	10,216,885	11,629,537	87.85%	101.51%
Sales Taxes (General Fund)	3,611,404	3,400,000	106.22%	94.17%
Income Taxes	6,065,088	5,400,000	112.32%	115.76%
Telecommunications Tax	377,797	410,000	92.15%	82.67%
Home Rule Sales Tax	2,691,880	2,500,000	107.68%	99.33%
Real Estate Transfer Tax	701,667	850,000	82.55%	141.01%
Use Tax	1,600,764	1,600,000	100.05%	168.52%
Building Permits	830,716	650,000	127.80%	115.57%
MFT	1,543,647	1,650,000	93.55%	96.59%
Water Charges	11,625,730	12,600,000	92.27%	94.35%
Sewer Charges	6,518,891	6,550,000	99.53%	95.97%
Interest Income	769,328	38,300	2008.69%	0.53%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2022/23 as of March 31, 2023

Fund	Current Year		Percent
	Actual	Budget	
Golf Program			
Revenues	1,326,063	1,430,558	92.70%
Expenses	1,207,967	1,397,786	86.42%
Net Income	<u>118,096</u>	<u>32,772</u>	360.36%
F&B - Restaurant			
Revenues	132,850	149,000	89.16%
Expenses	340,170	365,622	93.04%
Net Income	<u>(207,320)</u>	<u>(216,622)</u>	95.71%
F&B - Banquet			
Revenues	732,363	780,000	93.89%
Expenses	671,870	667,812	100.61%
Net Income	<u>60,493</u>	<u>112,188</u>	53.92%
F&B - Midway			
Revenues	156,869	148,000	105.99%
Expenses	70,156	65,700	106.78%
Net Income	<u>86,712</u>	<u>82,300</u>	105.36%
Golf Fund Total			
Revenues	2,348,144	2,507,558	93.64%
Expenses	2,290,163	2,496,920	91.72%
Net Income	<u>57,981</u>	<u>10,638</u>	545.04%

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 22/23
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	319,337
December	170,530	188,055	212,286	212,435	219,639	196,081	214,284	236,916	314,214	316,040
January	174,037	179,846	204,437	207,123	221,599	221,276	243,184	208,079	282,703	338,672
February	149,669	160,774	170,190	201,075	206,836	196,714	186,495	199,411	312,927	335,097
March	210,506	187,865	194,219	190,934	196,530	181,590	203,051	203,477	308,392	452,524
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	3,619,969
% increase	1.73%	-0.37%	6.46%	6.46%	3.71%	-1.58%	5.46%	-2.53%	40.34%	46.74%
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 0010706

Fiscal Year	2023	Issue Date	03/08/23	
Warrant Total	\$452,524.34	Warrant Status		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A2369450	3A2369450	\$452,524.34

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$452,524.34	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 03/07/2023
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: DEC. 2022 COLL MO: JAN. 2023 VCHR MO: MAR. 2023
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

MOTOR FUEL TAX+A1:R27

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	140,270
December	103,771	93,002	97,757	91,055	89,502	180,890	136,795	153,239	160,435
January	97,525	89,828	92,928	93,233	89,403	128,180	119,239	140,177	128,618
February	74,031	90,531	88,602	80,765	81,313	126,802	112,605	96,768	131,699
March	37,978	77,861	75,544	80,062	77,761	131,268	116,673	137,179	127,842
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	1,533,211
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	1,985,839
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%	-6.81%



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

April 4, 2023

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR MARCH, 2023

Beginning Unobligated Balance		\$7,667,481.85
Motor Fuel Tax Fund Allotment	\$66,420.25	
MFT Transportation Renewal Fund Allotment	\$61,421.64	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<u>\$127,841.89</u>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$200,000.00
Current Unobligated Balance		<u>\$7,595,323.74</u>

PROCESSED TRANSACTIONS:

AUTHORIZATIONS:

Date	Section	Category	Memo	Amount
3/8/2023	22-00094-00-RS	Contract Construct		\$200,000.00
			TOTAL	<u>\$200,000.00</u>

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	376,725
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	611,766
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	604,890
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	358,254
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	6,065,088

LGDF @ 10% 4,961,731 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 9,908,475

DIFFERENCE (1,733,758) (2,239,176) (2,475,791) (2,677,038) (2,204,699) (1,097,910) (973,795) (2,408,650) (3,036,244) (3,301,179) (3,131,219) (3,852,451) (3,843,387)

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 22/23
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	319,337
December	170,530	188,055	212,286	212,435	219,639	196,081	214,284	236,916	314,214	316,040
January	174,037	179,846	204,437	207,123	221,599	221,276	243,184	208,079	282,703	338,672
February	149,669	160,774	170,190	201,075	206,836	196,714	186,495	199,411	312,927	335,097
March	210,506	187,865	194,219	190,934	196,530	181,590	203,051	203,477	308,392	452,524
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	3,619,969
% increase	1.73%	-0.37%	6.46%	6.46%	3.71%	-1.58%	5.46%	-2.53%	40.34%	46.74%
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 0010706

Fiscal Year	2023	Issue Date	03/08/23	
Warrant Total	\$452,524.34	Warrant Status		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A2369450	3A2369450	\$452,524.34

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$452,524.34	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 03/07/2023
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: DEC. 2022 COLL MO: JAN. 2023 VCHR MO: MAR. 2023
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	140,270
December	103,771	93,002	97,757	91,055	89,502	180,890	136,795	153,239	160,435
January	97,525	89,828	92,928	93,233	89,403	128,180	119,239	140,177	128,618
February	74,031	90,531	88,602	80,765	81,313	126,802	112,605	96,768	131,699
March	37,978	77,861	75,544	80,062	77,761	131,268	116,673	137,179	127,842
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	1,533,211
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							1,357,885	905,256	452,628
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	1,985,839
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%	-6.81%



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

April 4, 2023

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR MARCH, 2023

Beginning Unobligated Balance		\$7,667,481.85
Motor Fuel Tax Fund Allotment	\$66,420.25	
MFT Transportation Renewal Fund Allotment	\$61,421.64	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<u>\$127,841.89</u>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$200,000.00
Current Unobligated Balance		<u>\$7,595,323.74</u>

PROCESSED TRANSACTIONS:

AUTHORIZATIONS:

Date	Section	Category	Memo	Amount
3/8/2023	22-00094-00-RS	Contract Construct		\$200,000.00
			TOTAL	<u>\$200,000.00</u>

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	376,725
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	611,766
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	604,890
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	358,254
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	6,065,088
LGDF @ 10%	4,961,731	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	9,908,475
DIFFERENCE	(1,733,758)	(2,239,176)	(2,475,791)	(2,677,038)	(2,204,699)	(1,097,910)	(973,795)	(2,408,650)	(3,036,244)	(3,301,179)	(3,131,219)	(3,852,451)	(3,843,387)

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%	

NATIONAL PUBLIC WORKS WEEK PROCLAMATION

MAY 21–27, 2023

“CONNECTING THE WORLD THROUGH PUBLIC WORKS”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the Village of Bartlett; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the Village of Bartlett to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association;

NOW THEREFORE, I, Kevin Wallace, Village President, do hereby designate the week May 21–27, 2023 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Dated the 16th of May, 2023



Kevin Wallace, Village President

A PROCLAMATION CELEBRATING THE RETIREMENT OF PASTOR SUSAN TYRREL OF IMMANUEL UNITED CHURCH OF CHRIST

WHEREAS, Immanuel United Church of Christ Pastor Susan Tyrrel earned her Bachelor of Arts degree from Elmhurst College, a UCC affiliated college, and went on to earn her Master of Divinity degree from Andover Newton Theological School, near Boston; and

WHEREAS, Reverend Tyrrel first served as an associate minister, from 1984 until 1988, at St. Paul UCC in Elgin, where she and her husband Arthur live and where they raised their two children, while she simultaneously filled in for clergy all over the Fox Valley area and took on a variety of wider church roles; and

WHEREAS, Reverend Tyrrel also served as adjunct minister at Immanuel UCC in Streamwood from 1994 to 2007; as the part-time youth minister at St. Paul UCC, Elgin, from 2005 to 2008; and as a hospital chaplain intern at Advocate Good Shepherd Hospital in Barrington during 2009; and

WHEREAS, since 2010, Pastor Susan Tyrrel has joyfully served Immanuel United Church of Christ and has been instrumental in continuing this congregation's practice of being both a "united and uniting church," sponsoring Boy Scout Troop 26, extending its facilities to other local groups, like AA and embracing the wider Bartlett community by joining in village celebrations and events; and

WHEREAS, during her 13-year tenure Pastor Sue kindly presided over the blessing of pets at Bartlett Park during Heritage Days; merrily opened the church doors each year for a holiday open house, granny's attic, craft sale and bake sale to accompany the village's annual tree lighting; and supported the work of the Bartlett History Museum by making the archival records of Bartlett's oldest continuing congregation readily available and helping to increase residents' knowledge and awareness of our rich heritage;

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, offer our many, many thanks to Pastor Susan Tyrrel for her years of compassionate ministry and church leadership and for generously including our Bartlett community with Immanuel United's community of faith and fellowship. We wish you a retirement filled with good health and much happiness.

Dated this 16th day of May 2023



Kevin Wallace, Village President



Agenda Item Executive Summary

Item Name Coalition Resolution for Judicial Appeal Committee or Board Board

BUDGET IMPACT

Amount: n/a

Budgeted

n/a

List what fund

EXECUTIVE SUMMARY

The Surface Transportation Board (STB), as part of the merger evaluation process, conducted an Environmental Impact Statement (EIS) that approved the merger of CPKCS.

The communities along the Milwaukee District West rail line and DuPage County have joined together in a coalition, the Stop CPKC Coalition, to fight this merger and represent our common interests regarding the merger. We have raised our concerns regarding the increase to noise and vibration the trains will cause, the increased safety concerns relative to additional train traffic and hazardous materials transportation, emergency response impact, interference with commuter access and our TOD development plans in our downtown. The objections we raised resulted in additional requirements for the railroads such as a longer monitoring period, providing hazardous materials training, and protection of quiet zones. However, the requirements imposed by the STB do not go far enough to protect our communities.

The agreement before the board for consideration is to authorize a judicial appeal against the Surface Transportation Board in response to the Final Environmental Impact Statement approving of the merger.

ATTACHMENTS (PLEASE LIST)

Memo

Coalition Resolution for judicial appeal

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion
-

Motion: I move to approve Resolution 2023- _____-R A resolution authorizing the judicial appeal against the Surface Transportation Board in response to the Final Environmental Impact Statement approving the merger of the Canadian Pacific and Kansas City Southern Railroads.

Staff: Paula Schumacher, Village Administrator

Date: May 8, 2023

Memorandum

TO: Village President and Board of Trustees
FROM: Paula Schumacher, Village Administrator
DATE: May 8, 2023
SUBJECT: Coalition Resolution for Judicial Appeal

The Surface Transportation Board (STB), as part of the merger evaluation process, conducted an Environmental Impact Statement (EIS) that approved the merger of CPKCS.

The Canadian Pacific and Kansas City Southern Railroads are both Class I railroads, which are the largest freight railroads. The merger is considered an “end-to end” merger because their networks do not overlap and the joining of the railroads would create a single railroad connection between Canada and Mexico. It is estimated that freight traffic on the Milwaukee District West rail line would increase by more than 300% in the first three years as a result of this new line.

As you know, the communities along the Milwaukee District West rail line and DuPage County have joined together in a coalition, the Stop CPKC Coalition, to fight this merger and represent our common interests regarding the merger. We have raised our concerns regarding, the increase to noise and vibration the trains will cause, the increased safety concerns relative to additional train traffic and hazardous materials transportation, emergency response impact, interference with commuter access and our TOD development plans in our downtown. The objections we raised resulted in additional requirements for the railroads such as a longer monitoring period, providing hazardous materials training, and protection of quiet zones. However, the requirements imposed by the STB do not go far enough to protect our communities.

The agreement before the board for consideration is to authorize a judicial appeal against the Surface Transportation Board in response to the Final Environmental Impact Statement approving of the merger.

In February, when the village joined the coalition, the board approved an IGA. The agreement outlined that costs for legal, technical, communications consultants to advise in support of our shared interests will be coordinated by the Village of Itasca. That agreement also approved a not to exceed limit of \$100,000. No additional funding for the judicial appeal is being requested at this time.

Motion: I move to approve Resolution 2023- _____-R A resolution authorizing the judicial appeal against the Surface Transportation Board in response to the Final Environmental Impact Statement approving the merger of the Canadian Pacific and Kansas City Southern Railroads.

COALITION RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A JUDICIAL APPEAL AGAINST THE SURFACE TRANSPORTATION BOARD IN RESPONSE TO THE FINAL ENVIRONMENTAL IMPACT STATEMENT APPROVING THE MERGER OF CANADIAN PACIFIC AND KANSAS CITY SOUTHERN RAILROADS (CPKC)

WHEREAS, the Coalition to Stop CPKC consists of DuPage County, the Village of Bartlett, the Village of Bensenville, the City of Elgin, the Village of Itasca, the Village of Hanover Park, the Village of Roselle, the City of Wood Dale and the Village of Schaumburg.

WHEREAS, the Coalition to Stop CPKC has opposed the merger of Canadian Pacific and Kansas City Southern (CPKC) railroads; and

WHEREAS, the Surface Transportation Board (STB) recently released a Final Environmental Impact Statement (EIS) that approved the merger of CPKC; and

WHEREAS, the Coalition to Stop CPKC believes that the STB's approval of the merger is not in the best interests of the community and will have negative environmental impacts; and

WHEREAS, the Coalition to Stop CPKC believes that the STB's approval of the merger is based on flawed reasoning and inadequate consideration of the environmental impacts of the merger;

WHEREAS, the Coalition to Stop CPKC believes that the STB's approval of the merger violated the National Environmental Protection Act (NEPA); and

NOW, THEREFORE, BE IT RESOLVED that the Coalition to Stop CPKC authorizes the Chairperson to take all necessary legal actions to file a Judicial Appeal against the STB in response to the Final EIS approving the merger of Canadian Pacific and Kansas City Southern railroads.

BE IT FURTHER RESOLVED that the Coalition to Stop CPKC supports the Chairperson in her efforts to ensure that the merger of Canadian Pacific and Kansas City Southern receives adequate consideration of the safety and environmental impacts in compliance with federal law.

DATED this _____ day of *May 2023*.

DuPage County, the Village of Bartlett, the Village of Bensenville, the City of Elgin, the Village of Itasca, the Village of Hanover Park, the Village of Roselle, the City of Wood Dale, and the Village of Schaumburg:



Agenda Item Executive Summary

Item Name	Professional Services Agreement with Francis Bongiovanni, Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.	Committee or Board	Board
-----------	--	--------------------	-------

BUDGET IMPACT			
Amount:	N/A	Budgeted	\$10,000
List what fund	General Fund		
EXECUTIVE SUMMARY			
Professional services agreement for fiscal year 2023/24 for Francis Bongiovanni, Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. (Administrative Hearing Officer). Mr. Bongiovanni will act as the Village's Administrative Hearing Officer and preside at Village Administrative Adjudication Hearings for motor vehicle seizure and impoundments.			
ATTACHMENTS (PLEASE LIST)			
Finance Department Memo Resolution Agreement			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution 2023-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and Francis Bongiovanni, Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.

Staff: Todd Dowden, Finance Director Date: May 9, 2023

**Village of Bartlett
Finance Department Memo
2023-11**

DATE: May 9, 2023

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: Professional Services Agreement with Francis Bongiovanni, Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.

Attached is the proposed professional services agreement for fiscal year 2023/24 for Francis Bongiovanni, Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. (Administrative Hearing Officer). Mr. Bongiovanni will act as the Village's Administrative Hearing Officer and preside at Village Administrative Adjudication Hearings for motor vehicle seizure and impoundments.

MOTION: I move to approve Resolution 2023-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and Francis Bongiovanni, Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.

RESOLUTION 2023- -R

**A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICE
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT
AND FRANCIS BONGIOVANNI AND OTTOSEN DINOLFO HASENBALG &
CASTALDO, LTD.**

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

SECTION ONE: The Professional Service Agreement dated May 8, 2023, between Francis Bongiovanni, Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 16, 2023

APPROVED: May 16, 2023

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 2023- -R enacted on May 16, 2023, and approved on May 16, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement made and entered at Bartlett, Illinois, this 8th day of May, 2023, by and between the VILLAGE OF BARTLETT, an Illinois municipal corporation, Cook, DuPage and Kane Counties, Illinois (the "Village") Francis Bongiovanni and Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd. (the "Attorneys" or the "Firm").

WITNESSETH:

WHEREAS, the Village desires to engage the services of Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. and in particular, Attorney Francis Bongiovanni ("Bongiovanni") of the Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. to furnish services as Administrative Hearing Officer to the Village; and

WHEREAS, Bongiovanni and the Firm are willing to provide said services to the Village, at the rates hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

1. **Scope of Services and Compensation**

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

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

additional Findings of Fact and Orders will be billed at the following rate of \$185.00 per hour for actual time expended.

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

2. **Changes**

The Village may, from time to time, request changes in the scope of the services to be performed hereunder. Such changes, which are mutually agreed upon by and between the Village Administrator and the Firm, shall be incorporated in written Amendments to this Agreement.

3. **Method of Payment**

The Firm shall submit a detailed monthly invoice specifying the time spent by Bongiovanni or other qualified member of the Firm on behalf of the Village during the current monthly billing period.

4. **Billing Disputes**

In the event the Village President or any member or members of the Village Board of Trustees have any questions with respect to the Firm's invoice, the Village may withhold payment and request that Bongiovanni be present at the next regular Village Board meeting immediately following the meeting at which said bill was originally placed on the "Bills List" for approval by the Village Board, to explain said invoice and answer any questions that the Village President, any members of the Village Board of Trustees or the Village Administrator may have with respect thereto.

5. **Time of Performance**

The services of the attorneys will begin May 8, 2023, and shall continue through April 30, 2024, unless sooner terminated by either party.

6. **Termination**

Either party shall have the right to terminate this Agreement by written notice to the other party at least sixty (60) days prior to the specified date of such termination. In such event, any and all finished and unfinished documents including, but not limited to Findings of Fact and related Orders, prepared by Bongiovanni or the Firm, or any of them, under this Agreement shall at the option of the Village become its property.

7. **Insurance**

The Firm shall maintain and keep in force during the term of this Agreement, Commercial General Liability, Worker's Compensation and Professional Liability Insurance coverage in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	\$2,000,000.00
Product-Completed Operation	\$2,000,000.00
Each Occurrence Limit	\$1,000,000.00
Medical Expense Limit	\$5,000.00

Professional Liability

Each Claim	\$1,000,000.00
Aggregate	\$2,000,000.00

Within ten (10) days of the date of this Agreement, the Firm shall furnish the Village with a copy of a certificate(s) of insurance or with copies of the actual insurance policy(ies) evidencing that it has said insurance in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

VILLAGE OF BARTLETT

By: _____
Kevin Wallace
Village President

Attest:

By: _____
Lorna Giles
Village Clerk

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.

By: _____
Stephen H. DiNolfo

By: _____
Francis Bongiovanni



Agenda Item Executive Summary

Item Name Global Arts Festival Class D Committee
or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached for your consideration is an application from the Arts in Bartlett organization for a Class D Liquor License on June 10-11, 2023. The license will be used for their Global Arts Festival located at Apple Orchard Park.

ATTACHMENTS (PLEASE LIST)

Staff memo dated May 1, 2023
Class D Application

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the Class D Liquor License application submitted by the Arts In Bartlett for an event on June 10-11 2023.

Staff: Samuel Hughes S. Management Analyst Date: 05/01/2023

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Senior Management Analyst
Date: May 1, 2023
Re: Global Arts Festival Class D liquor license application

The Arts In Bartlett has applied for a Class D liquor license for their Global Arts Festival being held on June 10-11, 2023. The Class D liquor license allows for the retail sale of alcohol for a special event. The Global Arts Festival will be located at Apple Orchard Park.

The certificate of insurance has been received by the Village, and reviewed by the Village Attorney.

Motion

I move to approve the Class D Liquor License application submitted by the Arts In Bartlett for an event on June 10-11 2023.



LQD-23-3

Liquor License Class D

Status: Active

Date Created: Apr 19, 2023

Applicant

Susan Stocks
sstocks@gmx.com
215 S. Main St.
Bartlett, IL 60103
(630) 935-8614

Organization Information

Name of organization

Arts in Bartlett

Mailing address of organization

215 S Main St, Bartlett

Organization Phone Number

630-372-4152

Is this event going to be held for more than one day?

Yes

Licenses shall be issued for a specific time period, not to exceed fifteen (15) days per licensee per location in any twelve (12) month period.

Start Date of Event

06/11/2023

Last Date of Event

06/12/2023

HOURS OF OPERATION:

Not to exceed 12 hours withing a period of 24 hours.

Sunday - Thursday 8:00am - 1:00 am

Friday-Saturday 8:00 am - 2:00 am

Start time of event

11:00 AM

End time of event

5:00 PM

Description of area to be utilized for the special event

Apple Orchard Park

AFFIDAVIT

The undersigned swears (or affirms) that the Corporation in whose name this application is made will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the laws of the State of Illinois or the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction

Susan Stocks
04/19/2023

I hereby certify that as the applicant, I

have the president's authorization to submit this application on their behalf.

Staff Use Only

History

Date	Activity
Apr 19, 2023 at 3:51 pm	Susan Stocks started a draft of Record LQD-23-3
Apr 19, 2023 at 3:54 pm	Susan Stocks altered Record LQD-23-3, changed ownerCity from "" to "Bartlett"
Apr 19, 2023 at 3:54 pm	Susan Stocks altered Record LQD-23-3, changed ownerEmail from "" to "rfletcher@bartlettparks.org"
Apr 19, 2023 at 3:54 pm	Susan Stocks altered Record LQD-23-3, changed ownerName from "" to "Bartlett Park District"
Apr 19, 2023 at 3:54 pm	Susan Stocks altered Record LQD-23-3, changed ownerPhoneNo from "" to "630-940-4900"
Apr 19, 2023 at 3:54 pm	Susan Stocks altered Record LQD-23-3, changed ownerPostalCode from "" to "60103"
Apr 19, 2023 at 3:54 pm	Susan Stocks altered Record LQD-23-3, changed ownerState from "" to "IL"
Apr 19, 2023 at 3:54 pm	Susan Stocks altered Record LQD-23-3, changed ownerStreetName from "" to "Stearns Rd"
Apr 19, 2023 at 3:54 pm	Susan Stocks altered Record LQD-23-3, changed ownerStreetNo from "" to "696 "
Apr 19, 2023 at 3:54 pm	Susan Stocks altered Record LQD-23-3, changed ownerUnit from "" to ""

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Senior Management Analyst
Date: May 1, 2023
Re: Hanover Township Class D liquor license application

Hanover Township has submitted an application for a Class D liquor license for an event being held on Thursday, September 15, 2022. The Class D liquor license allows for the retail sale of alcohol for a special event.

The certificate of insurance has been received by the Village, and reviewed by the Village Attorney.

Motion

I move to approve the Class D Liquor License application submitted by Hanover Township for an event on September 15, 2022.



LQD-23-1

Liquor License Class D

Status: Active

Date Created: Apr 18, 2023

Applicant

Megan Conway
mconway@hanover-township.org
240 S IL Route 59
Bartlett, IL 60103
6304835671

Organization Information

Name of organization

Hanover Township

Mailing address of organization

240 S IL Route 59, Bartlett, IL 60103

Organization Phone Number

6304835600

Is this event going to be held for more than one day?

Yes

Licenses shall be issued for a specific time period, not to exceed fifteen (15) days per licensee per location in any twelve (12) month period.

Start Date of Event

06/15/2023

Last Date of Event

06/16/2023

HOURS OF OPERATION:

Not to exceed 12 hours withing a period of 24 hours.

Sunday - Thursday 8:00am - 1:00 am

Friday-Saturday 8:00 am - 2:00 am

Start time of event

530 PM

End time of event

730 PM

Description of area to be utilized for the special event

Outdoor lawn adjacent to Senior center north exit.

AFFIDAVIT

The undersigned swears (or affirms) that the Corporation in whose name this application is made will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the laws of the State of Illinois or the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction

Megan Conway

04/17/2023

I hereby certify that as the applicant, I

have the president's authorization to submit this application on their behalf.

Staff Use Only



Agenda Item Executive Summary

Item Name	North Ave. Car Show Class D Liquor License Application	Committee or Board	Board
-----------	---	--------------------	-------

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

Ignite the Courage has applied for a Class D liquor license for their North Ave. Car Show event being held on June 17, 2023 or June 18th for a rain date.

ATTACHMENTS (PLEASE LIST)

Staff memo dated 05/08/2023

Liquor License Application

Proof of Insurance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the Class D Liquor License application submitted by Ignite the Courage for an event on June 17, 2023 or June 18, 2023 as a rain date.

Staff: Samuel Hughes, Senior Management Analyst Date: 05/08/2023

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Senior Management Analyst
Date: May 10, 2023
Re: North Ave. Car Show Class D liquor license application

Ignite the Courage has applied for a Class D liquor license for their North Ave. Car Show event being held on June 17, 2023 or June 18th for a rain date. The Class D liquor license allows for the retail sale of alcohol for a special event. Bartlett Summer Fest will be located at the Apple Orchard Park off Stearns Road.

The certificate of insurance has been received by the Village, and reviewed by the Village Attorney.

Motion

I move to approve the Class D Liquor License application submitted by Ignite the Courage for an event on June 17, 2023 or June 18, 2023 as a rain date.



LQD-23-4

Liquor License Class D

Status: Active

Date Created: May 8, 2023

Applicant

Nick McLeod
nmcleod@ignitethecourage.org
234 N. Oak Ave
Bartlett, IL 60103
8478456226

Organization Information

Name of organization

Ignite the Courage

Mailing address of organization

234 N. Oak Ave

Organization Phone Number

2243854572

Is this event going to be held for more than one day?

Yes

Licenses shall be issued for a specific time period, not to exceed fifteen (15) days per licensee per location in any twelve (12) month period.

Start Date of Event

06/17/2023

Last Date of Event

06/18/2023

HOURS OF OPERATION:

Not to exceed 12 hours withing a period of 24 hours.

Sunday - Thursday 8:00am - 1:00 am

Friday-Saturday 8:00 am - 2:00 am

Start time of event

8:00 am

End time of event

4:00 pm

Description of area to be utilized for the special event

Bartlett Park

AFFIDAVIT

The undersigned swears (or affirms) that the Corporation in whose name this application is made will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the laws of the State of Illinois or the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction

Nicholas McLeod

05/08/2023

I hereby certify that as the applicant, I
am the president of the organization.

Staff Use Only

Memorandum

To: Scott Skrycki, Assistant Administrator
From: Samuel Hughes, Senior Management Analyst
Date: 05/16/2023
Re: Liquor License Creation Class F

Attached for your consideration is an ordinance amending Section 3-3-2-8: Class F of the Bartlett Liquor Control Ordinance.

When a business holding a Class F license goes out of business, changes their liquor class or wishes to no longer sell beer and wine, an ordinance needs to be created to reduce the number of Class F licenses available.

Motion

I move to approve Ordinance 2023-____ an Ordinance reducing the Number of Class F Liquor Licenses

ORDINANCE 2023-_____

AN ORDINANCE REDUCING THE NUMBER OF CLASS F LIQUOR LICENSES

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 Title 3, Section 3, The Bartlett Liquor Control Ordinance, as amended, is hereby further amended as follows:

SECTION TWO: That Title 3 Section 3-3-2-8: F Shall be amended to read as follows:

3-3-2-8:F NUMBER ISSUED: THE NUMBER OF CLASS F
LICENSES SHALL BE LIMITED TO 3

SECTION THREE: 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 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 ordinance shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 16, 2023

APPROVED: May 16, 2023

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 Ordinance 2023-_____ enacted on May 16, 2023 and approved on May 16, 2023 as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

Memorandum

To: Paula Schumacher, Village Administrator
From: Scott Skrycki, Assistant Village Administrator
Date: 05/03/2023
Re: Committees of the Board Structure

As changes occur within the village board, or modernization to processes occur, there is always an opportunity for changes to committee assignments. The last time there was a change to committee assignments was an outgrowth from combining the planning and zoning with the building committee, in February of 2018.

The new proposed committees would combine public works with golf and have finance stand on its own committee. If approved, the ordinance shall take effect immediately.

New committee structure would be as follows:

Community and Economic Development

Finance ~~and Golf~~

License and Ordinance

Police and Health

Public works and Golf

Building and Zoning

MOTION: I MOVE TO APPROVE ORDINANCE NO. 2023-____ AN ORDINANCE AMENDING TITLE 1, CHAPTER 6, SECTIONS 1-6-4-2 AND 1-6-4-3 OF THE BARTLETT MUNICIPAL CODE REGARDING ORDER BUSINESS AND COMMITTEES OF THE BOARD.

ORDINANCE NO. 2023-

AN ORDINANCE AMENDING TITLE 1, CHAPTER 6,
SECTIONS 1-6-4-2 AND 1-6-4-3 OF THE BARTLETT MUNICIPAL CODE
REGARDING ORDER OF BUSINESS AND COMMITTEES OF THE BOARD

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

SECTION ONE: AMENDMENT TO SECTION 1-6-4-2. That paragraph K of Section 1-6-4-2 of Title 1, Chapter 6, of the Bartlett Municipal Code is hereby amended as follows (deletions in ~~strikethrough~~, additions in **bold** and underline):

“K. Standing committee reports:

Building and Zoning

Community and Economic Development

Finance ~~and Golf~~

License and Ordinance

Police and Health

Public works **and Golf**

~~Building and Zoning~~

SECTION TWO: AMENDMENT TO SECTION 1-6-4-3. That paragraph A of Section 1-6-4-3 of Title 1, Chapter 6, of the Bartlett Municipal Code is hereby amended as follows (deletions in ~~strikethrough~~, additions in **bold** and underline):

“A. Standing Committees: The following shall be the standing committees of the Board of Trustees:

Building and Zoning

Community and Economic Development

Finance ~~and Golf~~

License and Ordinance

Police and Health

Public works **and Golf**

~~Building and Zoning~~

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

SECTION FIVE: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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 Ordinance 2023-_____ enacted on May 16, 2023, approved on May 16, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name MAP #114 Collective Bargaining Agreement Committee Board
Undisputed Items retroactive pay or Board Board

BUDGET IMPACT			
Amount:	\$600,000	Budgeted	\$600,000
List what fund	General Fund		
EXECUTIVE SUMMARY			
<p>On May 5, 2023, the village reached out to MAP and received agreement to ask the Village Board for approval to move forward on implementing the undisputed financial terms of the collective bargaining agreement being worked on. With the Board's approval, payments to the officers will be processed in the days to follow. A final collective bargaining agreement will be brought for approval when it is completed.</p>			
ATTACHMENTS (PLEASE LIST)			
Memo			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the payout of the undisputed financial terms for the period of May 1, 2021 to April 30, 2023 for the Metropolitan Alliance of Police, Chapter #114 collective bargaining agreement for wages, merit pay, uniform allowance, and protective vest reimbursement.

Staff: Todd Dowden, Finance Director Date: 05/08/2023

Village of Bartlett
Finance Department Memo
2023-14

DATE: May 8, 2023
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: MAP #114 Collective Bargaining Agreement Undisputed Items

On March 16, 2023 the village received the decision on the arbitration between the Village of Bartlett and the Metropolitan Alliance of Police (MAP), Chapter #114 for the collective bargaining agreement for the period of May 1, 2021 to April 30, 2023. While wages, merit pay, uniform allowance, and protective vest terms are undisputed, the parties have yet to agree upon the final collective bargaining agreement language on all of the terms. On May 5, 2023, the village reached out to MAP and received agreement to ask the Village Board for approval to move forward on implementing the following undisputed terms:

- (1) Wages, Including All Retro Pay on Wages of 4% each year;
- (2) Outstanding Merit Pay Owed Through May 1, 2023 unchanged from prior agreement;
- (3) The New Uniform Allowance of \$900; and
- (4) Protective Vest Reimbursement / Replacement Utilizing the New Contractual Maximum of \$900

With the Board's approval, payments to the officers will be processed in the days to follow. A final collective bargaining agreement will be brought for approval when it is completed.

MOTION: I move to approve the payout of the undisputed financial terms for the period of May 1, 2021 to April 30, 2023 for the Metropolitan Alliance of Police, Chapter #114 collective bargaining agreement for wages, merit pay, uniform allowance, and protective vest reimbursement.

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: Devon Lift Station Project Award
Date: May 8, 2023

BACKGROUND

Staff opened bids on April 19, 2023, for the Devon Force Main and Devon Lift Station projects as described in the Capital Improvement Plan in conjunction with numerous discussions over the past few years. This project will replace the existing lift station and excess flow facility with a new lift station and force main that will take the flow that is over the limit the Metropolitan Water Reclamation District of Greater Chicago (MWRD) and the Village of Bartlett have agreed upon in previous agreements. Due to the nature of the overall project, it was bid as two (2) separate projects. Back in 2019, the Village originally went out for bonds for the project in the amount of \$8.5 million.

The lift station portion of the project includes the removal of the existing lift station, and replacing the Devon/DuPage lift station and excess flow facility with a new lift station with 6 pumps that will be able to handle regular flows from the area, and any of the excess flow that is over the flow limits at the MWRD lift station on Berseau from the Cook County portion of the Village. This project is necessary to deal with the excess flow from the Cook County area that could no longer meet the limits put on the excess flow facility by the IEPA.

DISCUSSION

The Village received one bid for the lift station. Martam Construction, Inc. was the lone bidder at \$4,847,708. The bid is approximately 17% over the engineer's estimate, with a lot of the increase being due to the current market and bidding climate. Martam has performed similar work throughout the area. The Village's hired engineering firm for this project, Engineering Enterprises, Inc. (EEI), reviewed the bid, and recommends accepting the bid and Martam Construction, Inc. the Devon Excess Flow Lift Station Project. EEI has reviewed some potential value engineering to lower the cost, like the installation of a flow metering manhole and the Village going out to bid on the demolition of the excess flow facility ourselves. Staff will continue to

evaluate the project for any additional savings that may be had. The recommendation, bid tab and contract are attached for your review.

In an effort to keep sewer rates down for residents, the Village plans to utilize the previously allocated bond funds of \$8.5 million, plus \$2 million in the American Rescue Plan Act (ARPA) funds. Any remaining funds required would come from the sewer fund reserve balance, an updated capital improvement plan sheet is also attached for reference.

RECOMMENDATION

Staff recommends awarding the project to Martam Construction, Inc.

MOTION

I MOVE TO APPROVE RESOLUTION #2023-____-R, A RESOLUTION APPROVING OF THE DEVON EXCESS FLOW LIFT STATION AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND MARTAM CONSTRUCTION, INC.

**BID TABULATION
DEVON EXCESS FLOW LIFT STATION
VILLAGE OF BARTLETT, IL**

ITEM NO.	DESCRIPTION	BID TABULATION		Martam Construction Inc.		ENGINEER'S ESTIMATE	
		UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
		LS	1	\$ 197,000.00	\$ 197,000.00	\$ 75,000.00	\$ 75,000.00
1	MOBILIZATION, INCLUDING BONDS	LS	1	\$ 552,738.00	\$ 552,738.00	\$ 670,000.00	\$ 670,000.00
2	FURNISH PREFABRICATED VALVE AND METER BUILDING COMPLETE INCLUDING ALL PIPING, VALVES AND APPURTENANCES IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1				
3	FURNISH ELECTRICAL AND CONTROLS BUILDING COMPLETE INCLUDING ALL ELECTRICAL EQUIPMENT AND GEAR FURNISHED AND PREINSTALLED BY BUILDING SUPPLIER IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	\$ 584,100.00	\$ 584,100.00	\$ 650,000.00	\$ 650,000.00
4	INSTALL BOTH PREFABRICATED BUILDINGS IN PLACE AND COMPLETE, INCLUDING ALL CONNECTIONS, IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS	LS	1	\$ 81,550.00	\$ 81,550.00	\$ 125,000.00	\$ 125,000.00
5	FURNISH NEW PUMPING EQUIPMENT IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	\$ 548,815.00	\$ 548,815.00	\$ 425,000.00	\$ 425,000.00
6	CONSTRUCT NEW LIFT STATION FOUNDATION AND WET WELL STRUCTURE COMPLETE INCLUDING EXCAVATION, SUBGRADE, FOUNDATION, AND ALL WET WELL PIPING, HATCHES AND APPURTENANCES INSTALLED IN PLACE AND COMPLETE	LS	1	\$ 1,684,550.00	\$ 1,684,550.00	\$ 525,000.00	\$ 525,000.00
7	FURNISH AND INSTALL RETURN GATE AS SHOWN ON THE DRAWING AND IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	\$ 64,150.00	\$ 64,150.00	\$ 40,000.00	\$ 40,000.00
8	FURNISH AND INSTALL DIESEL GENERATOR WITH AUTOMATIC TRANSFER SWITCH IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	\$ 197,500.00	\$ 197,500.00	\$ 225,000.00	\$ 225,000.00
9	FURNISH AND INSTALL 24" INFLUENT INTERCEPTOR FROM SANITARY MANHOLE 7A (MANHOLE BY OTHERS) TO LIFT STATION, IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 60,000.00	\$ 60,000.00
10	FURNISH AND INSTALL 15" INFLUENT SEWER FROM SANITARY MANHOLE 10 (MANHOLE BY OTHERS) TO LIFT STATION, IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS	LS	1	\$ 14,040.00	\$ 14,040.00	\$ 25,000.00	\$ 25,000.00
11	FURNISH AND INSTALL FLOW METERING MANHOLE STRUCTURE ON 15" INFLUENT SEWER BETWEEN MANHOLE 10 AND LIFT STATION, AS SHOWN ON THE PLANS IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	\$ 127,150.00	\$ 127,150.00	\$ 110,000.00	\$ 110,000.00
12	FURNISH AND INSTALL 8" FORCE MAIN FROM LIFT STATION TO CONNECTION TO EXISTING 8" FORCE MAIN, INCLUDING MAKING FINAL CONNECTION TO EXISTING FORCE MAIN, IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS	LS	1	\$ 35,400.00	\$ 35,400.00	\$ 90,000.00	\$ 90,000.00
13	FURNISH AND INSTALL 16" FORCE MAIN FROM LIFT STATION UP TO AND INCLUDING 45-BEND CONNECTION POINT TO REMAINING PROPOSED FORCE MAIN BY OTHERS, IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS	LS	1	\$ 54,500.00	\$ 54,500.00	\$ 90,000.00	\$ 90,000.00
14	FURNISH AND INSTALL EMERGENCY BYPASS PUMPING MANHOLE STRUCTURE 40 ON 16" FORCE MAIN, AS SHOWN ON THE PLANS AND IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 100,000.00	\$ 100,000.00
15	FURNISH AND INSTALL PROPOSED WATER MAIN AND YARD HYDRANT, AS SHOWN ON THE PLANS IN ACCORDANCE WITH THE SPECIFICATIONS	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 65,000.00	\$ 65,000.00
16	CONSTRUCT NEW ASPHALT DRIVEWAY IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS	LS	1	\$ 42,250.00	\$ 42,250.00	\$ 123,000.00	\$ 123,000.00
17	SITE WORK INCLUDING SITE ELECTRICAL AND ALL REQUIRED ELECTRICAL FEEDS/CONDUITS COMPLETE SCADA UPGRADES BY SYSTEM INTEGRATOR, INCLUDING FURNISHING AND INSTALLING PLC IN CONTROL BUILDING AND ASSOCIATED INSTRUMENTATION	LS	1	\$ 180,550.00	\$ 180,550.00	\$ 125,000.00	\$ 125,000.00
18	DEMOLITION OF EXISTING EXCESS FLOW FACILITY TO LIMITS SHOWN AS INDICATED ON THE PLANS INCLUDING REMOVING ALL SIDEWALK, STRUCTURES, AND CONCRETE TO GRADE, FILLING PROCESS TANKS, AND RESTORATION IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS	LS	1	\$ 191,843.00	\$ 191,843.00	\$ 160,000.00	\$ 160,000.00
19	RESTORATION AND LANDSCAPING	LS	1	\$ 170,640.00	\$ 170,640.00	\$ 350,000.00	\$ 350,000.00
20	TOTAL FOR ITEMS 1 THROUGH 20 AND TOTAL BASE BID	LS	1	\$ 52,932.00	\$ 52,932.00	\$ 90,000.00	\$ 90,000.00
				\$	\$ 4,847,706.00	\$	\$ 4,123,000.00

% BELOW/ABOVE ENGINEER'S ESTIMATE

17.6%

RESOLUTION 2023-____-R

A RESOLUTION APPROVING THE DEVON EXCESS FLOW LIFT STATION AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND MARTAM CONSTRUCTION, INC.

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

SECTION ONE: The bid for the Village's Devon Excess Flow Lift Station work (the "Project Work") in the amount of \$4,847,708 as set forth on the bid proposal for attached hereto as Exhibit A and incorporated herein, is hereby awarded to Martam Construction, Inc. as the lowest responsible and responsive bidder meeting specifications, subject to the terms and conditions of the below defined Agreement.

SECTION TWO: The Devon Excess Flow Lift Station Agreement dated May 16, 2023, between Martam Construction, Inc. and the Village of Bartlett, a copy of which is appended hereto as Exhibit B and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 16, 2023

APPROVED: May 16, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023-____-R enacted on May 16, 2023 and approved on May 16, 2023 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

DEVON EXCESS FLOW LIFT STATION PROJECT AGREEMENT

This Devon Excess Flow Lift Station Project Agreement (the "Agreement") is entered this 16th day of May, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Martam Construction, Inc. (the "Contractor") (collectively, the "Parties").

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

Project Work.

Work performed under this contract shall include the installation, pressure testing and other necessary work as described in the plans of the Devon Excess Flow Lift Station.

As required by the work stated above, combination curb and gutter replacement, sidewalk replacement, driveway replacement, pavement patching and parkway restoration work shall also be performed.

b. Contract Documents mean and include: (i) this Agreement; (ii) General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (iii) all Specifications, Plans and Drawings attached hereto as and incorporated herein; (iv) the Performance and Payment Bond or Letter of Credit as defined herein; and (v) Addenda 1 attached hereto and incorporated herein (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before two (2) years after the issuance of the notice to proceed.

A. **Payment Procedure.** The payment procedures are as follows:

1. All payments under the Agreement shall be based on the unit prices set forth in Contractor's Schedule of Prices (the "Unit Pricing"); attached hereto and incorporated and based on actual quantities supplied and installed/constructed by the Contractor in accordance with the terms and conditions herein, as determined and certified by the Village or its Engineer.

2. Neither Owner nor Engineer guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

3. In addition to the payment request documentation set forth under the Contract, Contractor shall provide the following documentation to the Village and the Engineer:

a. Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Engineer, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

(i) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Engineer may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Village. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.

(ii) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company. ("Contractor's Sworn Statement")

(iii) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier and all of the material suppliers that supplied labor and/or material in connection with the Project covering such period.

(iv) All of the Contractor's Progress Payment Documents shall be signed, sworn to and notarized.

(v) Certified Payrolls (defined below)

(vi) Such additional documentation and/or information requested by the Village and /or Engineer relative to said payment.

b. It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Engineer has determined that the Project Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Payments shall be further contingent upon the consent of the surety issuing the performance and payment bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.

c. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall

be signed and notarized; (2) Certified Payrolls; and (3) such additional documentation and/or information requested by the Village relative to said payment.

d. In the event the Contractor, and or Village and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

e. It shall also be a condition precedent to any payment hereunder that contractor must complete and submit certified payrolls to the Village covering all payouts no less than once a month in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

f. Notwithstanding the foregoing, in no event shall the Village's acceptance of the Project Work, Contractor's Payment Request Documentation, Engineer's Certification, and/or the Village's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required herein.

B. Non-Discrimination. Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

C. Compliance with Law. All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including

but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

D. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village of Bartlett, and its officials, officers, employees, agents, consultants, successors and assigns (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses which may in any way arise directly or indirectly from the Project Work, Repair Work and/or Warranty Work provided hereunder, and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractors Agents"); except to the extent caused by the negligence of a party indemnified hereunder. In which case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This obligation shall survive the expiration and/or termination of the Agreement. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and /or termination of the Agreement.

E. Binding Obligation and Non-Assignability. Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village. All subcontractors shall be approved by the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.

F. Taxes. The Village is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

G. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of all Project Sites and represents and warrants that the Specifications, Plans, Drawings and other Contract Documents as defined in the General Conditions are adequate and the required result can be produced there under. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

H. Insurance. Contractor shall procure and maintain for the duration of the Project Work, Repair Work and Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

1. Commercial General and Umbrella Liability Insurance.

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000.00 aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: liability arising out of the Project Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.

The Village of Bartlett and its, officers, officials, employees, consultants, agents, successors and assigns (collectively, the "Additional Insured"), shall be included as an insured under the Contractors CGL using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and using additional insured under Contractors commercial umbrella liability and business auto liability coverage's, and also using additional insured endorsement CG 20 37 or substitute providing equivalent coverage with respect to the below required continuing completed operations liability coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

2. Continuing Completed Operations Liability Insurance.

Contractor shall maintain commercial general liability (CGL) coverage with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the Project Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operation aggregate of at least two times its each occurrence limit.

3. Business Auto Liability Insurance.

Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

4. Workers Compensation and Employees Liability Insurance.

Contractor shall maintain workers compensation as required by statute and employer's liability insurance. The employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village of Bartlett has not been included as an insured under the Commercial General Liability, Excess Umbrella Liability Insurance and/or Business Auto Liability coverages required in the Contract, the Contractor waives all rights against the Village, and its officers, officials, employees, consultants, and agents for recovery of damages arising out of or incident to the Project Work.

5. Excess Umbrella Liability Insurance Coverage.

Contractor shall maintain Excess Umbrella Liability Insurance coverage of not less than \$5,000,000 each occurrence and \$5,000,000 aggregate.

6. General Insurance Provisions.

a. Evidence of Insurance

i. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

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

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

iv. The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site(s) until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

v. Failure to maintain the required insurance may result in termination of this Contract at the option of the Village.

vi. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Village whenever requested.

vii. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

b. Acceptability of Insurers

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

c. Cross-Liability Coverage

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

d. Deductibles and Self-Insured Retentions

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

e. The Village Shall Not Waive Any Rights of Subrogation

The Village shall not, in any manner, be deemed or intended to have waived any right of subrogation which either the Village and/or its, insurance carrier and/or risk pool provider, risk management agency, and/or insurance

company providing excess coverage may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its subcontractors of any tier, and/or otherwise arising out of the Project Work.

f. Failure to Comply with Insurance Reporting Provisions

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

g. All Insurance Obtained Shall Apply Separately to Each Insured

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

h. Insurance Requirements cannot be Waived

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- i. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- ii. failing to review any Certificates of Insurance received;
- iii. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
- iv. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents are solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village of Bartlett and/or any of the other Additional Insured.

i. Liability of Contractor is not limited by Purchase of Insurance

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered

through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

j. Notice of Personal Injury or Property Damage

Contractor shall notify the Additional Insured, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

k. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above and otherwise in strict compliance with the above insurance requirements including but not limited to the additional insured requirements set forth above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor and additional insured endorsements as required above.

l. Performance and Payment Bonds, IDOT Contract Bond or Letter of Credit.

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds or IDOT Contract Bond, each in the amount of **110%** of the Contract Sum, naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and approved by the Village. ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, including but not limited to payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the unit pricing set forth in Contractors Proposal.

J. Default.

In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph "L" below.

L. Limitation on the Owner's Liability.

The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village, and agrees not to make any claim or demand for such damages against the

Village.

M. Hazardous Substances.

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by Contractor, and/or Contractor's Agent (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its employees, agents, consultants, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws. Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

N. Delays in Project Work.

Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

O. Change Orders.

(1.) Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the

Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Engineer. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village corporate authorities shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator.

(2.) All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Engineer, in that said Unit Pricing already reflects Contractor's overhead and profits.

P. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

Q. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village, Engineer, nor Consultant shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

R. Exhibits and Contract Documents.

All Exhibits and Contract Documents referred to therein are expressly incorporated herein and made part hereof.

S. Assumption of Liability.

To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

T. Severability

If any clause, phrase, provision or portion of this Contract or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Contract, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

U. No Waiver of Immunities and/or Privileges by the Village of Bartlett.

Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

V. Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code

Contractor shall comply with the Architectural Barrier act of 1968, as amended (42 U.S.C. § 4151, et seq.), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

W. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with the Clean Air act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

X. Removal and Disposal

The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

Y. Work by Trade Unions

If the Work is to be performed by trade unions, the Contractor shall make all

necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

Z. Illinois Human Rights Act.

The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.) and Contractor represents and warrants to the Village as follows:

(1) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

(3) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work

sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Z-1. Guarantee.

(1) Except as otherwise specified, the contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.

(2) If the Drawings, Plans, and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

Z-2 Miscellaneous.

(1.) This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

(2.) Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

(3.) This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.

(4.) In construing this Agreement, section headings shall be disregarded.

(5.) Time is of the essence of this Agreement and every provision contained herein.

(6.) Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

(7.) Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

(8.) In the event of any conflict between the terms and conditions of any of the Contract Documents, and/or this Addendum, the most stringent requirements shall control.

VILLAGE OF BARTLETT:

MARTAM CONSTRUCTION, INC.

By: _____
Kevin Wallace
Village President

By: _____
Title: _____

Attest:

Attest:

By: _____
Lorna Giles, Village Clerk

Title: _____

Date: _____

Date: _____

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **Devon Force Main Project Award**
Date: May 8, 2023

BACKGROUND

Staff opened bids on April 19, 2023, for the Devon Force Main and Devon Lift Station projects as described in the Capital Improvement Plan in conjunction with numerous discussions over the past few years. This project will replace the existing lift station and excess flow facility with a new lift station and force main that will take the flow that is over the limit the Metropolitan Water Reclamation District of Greater Chicago (MWRD) and the Village of Bartlett have agreed upon in previous agreements. Due to the nature of the overall project, it was bid as two (2) separate projects. Back in 2019, the Village originally went out for bonds for the project in the amount of \$8.5 million.

The force main portion of the Devon project consists of installing a new interceptor and gravity main from the MWRD lift station at the corner of Berseau and Devon Avenues to the new lift station, and installing a new sixteen-inch (16") force main from the new lift station down to the Bittersweet Water Reclamation Facility for all excess flows from Cook County not taken by MWRD can be treated. The contractor will also be responsible for coordinating with DuPage County Department of Transportation, MWRD, Kinder Morgan and residents along the construction route. A bike crossing and traffic calming measures on Prospect Avenue were also included.

DISCUSSION

The Village received a total of seven (7) bids for the force main. Bids ranged from \$5,508,000 - \$7,397,246 with Performance Construction and Engineering the low bidder. The low bid is approximately 2.7% over the engineer's estimate of \$5,363,689.50, with a lot of the increase being due to the current supply chain and material acquisition climate. Performance has performed similar work throughout the area, including water main work within Bartlett associated with the transition to Lake Michigan Water.

The Village's hired engineering firm for this project, Engineering Enterprises, Inc. (EEI), reviewed the bids, and recommends accepting the bid and awarding Performance Construction and Engineering, LLC the Devon Excess Flow Force Main Project. The recommendation, bid tab and contract are attached for your review. Staff and EEI will continue to work with the contractor to see if there can be any savings for the project.

In an effort to keep sewer rates down for residents, the Village plans to utilize the previously allocated bond funds of \$8.5 million, plus \$2 million in the American Rescue Plan Act (ARPA) funds. Any remaining funds required would come from fund balance within the sewer fund, an updated capital improvement plan sheet is also attached for reference.

RECOMMENDATION

Staff recommends awarding the project, and entering into an agreement with Performance Construction & Engineering, LLC for the Devon Excess Flow Force Main Project

MOTION

I MOVE TO APPROVE RESOLUTION #2023-____-R, A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND PERFORMANCE CONSTRUCTION & ENGINEERING, LLC. FOR THE DEVON EXCESS FLOW FORCE MAIN PROJECT



April 25, 2023

Mr. Daniel Dinges
Director of Public Works
Village of Bartlett
1150 Bittersweet Dr.
Bartlett, IL 60103

**Re: Recommendation of Award
Devon Excess Flow Force Main
Bartlett, Illinois**

Dear Mr. Dinges:

Bids were received, opened, and tabulated for work to be done on the above referenced project at 10:00 a.m., April 19, 2023. Representatives from the Village of Bartlett and contractors bidding on the project were in attendance. A tabulation of the bids is attached for your information and record.

At this time, we recommend the acceptance of the bid and approval of award be made to the low bidder, Performance Construction & Engineering, LLC, 217 W. John Street, Plano, IL 60545 in the amount of \$5,508,000.00.

If you have any questions or need additional information, please call.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in blue ink, reading 'Curtis P. Dettmann', is positioned above the printed name and title.

Curtis P. Dettmann, P.E.
Senior Project Manager

Enclosure

Cc: Mr. Tyler Isham, Assistant Director of Public Works
Mr. John Pullia, Wastewater Supervisor
Mr. Jeff Freeman, Chief Executive Officer - EEI
Mr. Steve Dennison, Senior Project Manager/Principal – EEI
Mr. Chris Walton, Project Manager – EEI



Engineering Enterprises, Inc.

**BID TABULATION
DEVON ENTERPRISES MAIN
VILLAGE OF BARTLETT**

ITEM NO.	DESCRIPTION	ACQUA CONTRACTORS 551 S. L. Route 83 Evanston, IL 60126		SWALLOW CONSTRUCTION 480 Topsoil Dr West Chicago, IL 60185		PERFORMANCE CONST. & ENG. 217 W. John St. Plain, IL 60546		BOLDER CONTRACTORS 316 Cary Point Drive Cary, IL 60013		DMEO BROTHERS 720 Richard Lane Elihu, IL 60007		MAYRAM CONSTRUCTION 1200 Gasket Drive Elihu, IL 60126		TRINE CONSTRUCTION 1941 Trine Ct. St. Charles, IL 60174		ENGINEERS ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554			
		UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1.	TREE ROOT PRUNING	EACH	11	\$ 44.14	\$ 485.54	\$ 185.00	\$ 1,815.00	\$ 105.00	\$ 1,155.00	\$ 1,430.00	\$ 223.00	\$ 2,473.00	\$ 180.00	\$ 1,780.00	\$ 228.85	\$ 2,517.35	\$ 250.00	\$ 2,750.00	
2.	TREE REMOVAL, 6 TO 15 UNITS DIAMETER	UNIT DIA	80	\$ 48.00	\$ 2,880.00	\$ 46.50	\$ 2,790.00	\$ 30.00	\$ 1,800.00	\$ 45.00	\$ 2,700.00	\$ 45.00	\$ 2,700.00	\$ 40.00	\$ 2,400.00	\$ 33.35	\$ 2,001.00	\$ 60.00	\$ 3,600.00
3.	TREE REMOVAL, COVER 15 UNITS DIAMETER	UNIT DIA	36	\$ 133.00	\$ 4,788.00	\$ 50.00	\$ 2,124.00	\$ 33.00	\$ 1,188.00	\$ 75.00	\$ 2,700.00	\$ 60.00	\$ 2,160.00	\$ 50.00	\$ 1,800.00	\$ 64.40	\$ 2,318.40	\$ 80.00	\$ 3,240.00
4.	INLET PROTECTION	EACH	89	\$ 190.00	\$ 13,110.00	\$ 290.00	\$ 13,800.00	\$ 225.00	\$ 15,225.00	\$ 50.00	\$ 3,450.00	\$ 150.00	\$ 12,420.00	\$ 295.00	\$ 17,595.00	\$ 234.75	\$ 15,197.75	\$ 200.00	\$ 13,800.00
5.	CONNECTION TO EXISTING SANITARY SEWER	EACH	10	\$ 6,500.00	\$ 65,000.00	\$ 4,650.00	\$ 46,500.00	\$ 1,500.00	\$ 15,000.00	\$ 2,700.00	\$ 27,000.00	\$ 6,500.00	\$ 65,000.00	\$ 1,480.00	\$ 14,800.00	\$ 8,160.00	\$ 81,600.00	\$ 5,000.00	\$ 50,000.00
6.	CONNECTION TO EXISTING SANITARY MANHOLE	EACH	11	\$ 5,000.00	\$ 55,000.00	\$ 5,500.00	\$ 60,500.00	\$ 2,500.00	\$ 27,500.00	\$ 8,000.00	\$ 88,000.00	\$ 6,500.00	\$ 71,500.00	\$ 3,860.00	\$ 42,460.00	\$ 8,840.15	\$ 96,341.65	\$ 5,000.00	\$ 55,000.00
7.	SANITARY SEWER PVC, SDR-21, 24 INCH	FOOT	1,027	\$ 550.00	\$ 564,850.00	\$ 401.00	\$ 410,800.00	\$ 450.00	\$ 462,150.00	\$ 510.00	\$ 523,770.00	\$ 800.00	\$ 831,600.00	\$ 468.00	\$ 480,636.00	\$ 363.77	\$ 373,591.79	\$ 350.00	\$ 359,450.00
8.	SANITARY SEWER PVC, SDR-26, 15 INCH	FOOT	172	\$ 325.00	\$ 55,900.00	\$ 216.00	\$ 37,152.00	\$ 325.00	\$ 55,900.00	\$ 590.00	\$ 67,080.00	\$ 450.00	\$ 77,400.00	\$ 281.00	\$ 44,892.00	\$ 248.11	\$ 42,848.92	\$ 250.00	\$ 43,000.00
9.	SANITARY SEWER PVC, SDR-26, 8 INCH	FOOT	273	\$ 145.00	\$ 39,585.00	\$ 160.00	\$ 43,680.00	\$ 200.00	\$ 54,600.00	\$ 230.00	\$ 62,790.00	\$ 415.00	\$ 113,295.00	\$ 228.00	\$ 61,608.00	\$ 187.89	\$ 51,293.97	\$ 175.00	\$ 47,775.00
10.	SANITARY SEWER FORCE MAIN W/ TRACER WIRE, PVC C900, DR-18, 16 INCH	FOOT	8,890	\$ 325.00	\$ 2,908,750.00	\$ 295.00	\$ 2,640,250.00	\$ 300.00	\$ 2,685,000.00	\$ 300.00	\$ 2,685,000.00	\$ 390.00	\$ 3,495,000.00	\$ 248.00	\$ 2,201,700.00	\$ 343.86	\$ 3,077,726.00	\$ 275.00	\$ 2,461,250.00
11.	SANITARY SEWER FORCE MAIN W/ TRACER WIRE, PVC C900, DR-18, 16 INCH (HDI)	FOOT	570	\$ 400.00	\$ 228,000.00	\$ 500.00	\$ 285,000.00	\$ 300.00	\$ 171,000.00	\$ 222,300.00	\$ 126,150.00	\$ 222,300.00	\$ 350.00	\$ 199,500.00	\$ 469.84	\$ 267,108.80	\$ 375.00	\$ 213,750.00	
12.	TYPE A SANITARY MANHOLE, 4' DIA, TYPE 1 FRAME AND CLOSED LID	EACH	13	\$ 22,000.00	\$ 286,000.00	\$ 5,750.00	\$ 74,750.00	\$ 6,500.00	\$ 84,500.00	\$ 6,000.00	\$ 78,000.00	\$ 10,000.00	\$ 130,000.00	\$ 8,860.00	\$ 115,180.00	\$ 7,030.86	\$ 92,201.44	\$ 7,000.00	\$ 91,000.00
13.	TYPE A SANITARY MANHOLE, 5' DIA, TYPE 1 FRAME AND CLOSED LID	EACH	8	\$ 24,000.00	\$ 192,000.00	\$ 8,650.00	\$ 69,200.00	\$ 8,000.00	\$ 64,000.00	\$ 9,000.00	\$ 72,000.00	\$ 10,000.00	\$ 80,000.00	\$ 14,620.00	\$ 116,960.00	\$ 9,528.38	\$ 76,227.04	\$ 11,000.00	\$ 88,000.00
14.	TYPE A SANITARY MANHOLE, 4' DIA, TYPE 1 FRAME AND CLOSED LID	EACH	1	\$ 30,000.00	\$ 30,000.00	\$ 13,500.00	\$ 13,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 14,600.00	\$ 14,600.00	\$ 18,230.88	\$ 18,230.88	\$ 11,000.00	\$ 11,000.00
15.	ADDITIONAL DEPTH OF MANHOLE	VF	15	\$ 500.00	\$ 7,500.00	\$ 815.00	\$ 9,225.00	\$ 265.00	\$ 3,975.00	\$ 700.00	\$ 10,500.00	\$ 1,250.00	\$ 18,750.00	\$ 680.00	\$ 10,200.00	\$ 2,873.00	\$ 44,595.00	\$ 250.00	\$ 3,750.00
16.	DUCTILE IRON FITTINGS WITH CERAMIC LINING	POUND	8,865	\$ 0.01	\$ 88.65	\$ 19.00	\$ 168,435.00	\$ 0.10	\$ 886.50	\$ 7.00	\$ 62,055.00	\$ 1.00	\$ 8,865.00	\$ 10.00	\$ 88,650.00	\$ 0.01	\$ 88.65	\$ 20.00	\$ 177,300.00
17.	AIR/VACUUM RELEASE VALVE COMPLETE IN VALVE VAULT	EACH	14	\$ 15,000.00	\$ 210,000.00	\$ 16,250.00	\$ 227,500.00	\$ 15,000.00	\$ 210,000.00	\$ 12,000.00	\$ 168,000.00	\$ 24,500.00	\$ 343,000.00	\$ 11,000.00	\$ 154,000.00	\$ 17,152.10	\$ 240,129.40	\$ 15,000.00	\$ 210,000.00
18.	BLOW OFF VALVE COMPLETE IN VALVE VAULT	EACH	7	\$ 55,000.00	\$ 385,000.00	\$ 50,000.00	\$ 350,000.00	\$ 45,000.00	\$ 315,000.00	\$ 50,000.00	\$ 350,000.00	\$ 50,000.00	\$ 350,000.00	\$ 50,000.00	\$ 350,000.00	\$ 329,315.98	\$ 329,315.98	\$ 35,000.00	\$ 245,000.00
19.	EXISTING SANITARY MANHOLE TO BE REMOVED	EACH	1	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 800.00	\$ 800.00	\$ 657.00	\$ 657.00	\$ 1,000.00	\$ 1,000.00
20.	EXISTING SANITARY MANHOLE TO BE ABANDONED	EACH	4	\$ 500.00	\$ 2,000.00	\$ 2,400.00	\$ 2,400.00	\$ 800.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 2,000.00	\$ 2,000.00	\$ 800.00	\$ 800.00	\$ 657.00	\$ 657.00	\$ 1,000.00	\$ 1,000.00
21.	EXISTING SANITARY SEWER REMOVAL	FOOT	265	\$ 15.00	\$ 3,975.00	\$ 22.50	\$ 5,962.50	\$ 20.00	\$ 5,300.00	\$ 100.00	\$ 26,500.00	\$ 70.00	\$ 18,550.00	\$ 14.00	\$ 3,710.00	\$ 109.50	\$ 29,017.50	\$ 10.00	\$ 2,650.00
22.	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	CU YD	200	\$ 125.00	\$ 25,000.00	\$ 50.00	\$ 10,000.00	\$ 35.00	\$ 7,000.00	\$ 130.00	\$ 26,000.00	\$ 150.00	\$ 30,000.00	\$ 118.00	\$ 23,600.00	\$ 80.00	\$ 16,000.00	\$ 200.00	\$ 40,000.00
23.	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	CU YD	200	\$ 125.00	\$ 25,000.00	\$ 50.00	\$ 10,000.00	\$ 35.00	\$ 7,000.00	\$ 130.00	\$ 26,000.00	\$ 150.00	\$ 30,000.00	\$ 118.00	\$ 23,600.00	\$ 80.00	\$ 16,000.00	\$ 200.00	\$ 40,000.00
24.	FOUNDATION MATERIAL	CU YD	470	\$ 20.00	\$ 9,400.00	\$ 56.25	\$ 26,567.50	\$ 35.00	\$ 16,450.00	\$ 35.00	\$ 16,450.00	\$ 50.00	\$ 23,500.00	\$ 55.00	\$ 25,825.00	\$ 58.90	\$ 27,683.00	\$ 50.00	\$ 23,500.00
25.	DEFLECTION TESTING SANITARY SEWER	FOOT	1,472	\$ 6.95	\$ 10,220.40	\$ 8.00	\$ 11,776.00	\$ 7.00	\$ 7,944.00	\$ 1.00	\$ 1,472.00	\$ 4.00	\$ 5,888.00	\$ 3.00	\$ 4,416.00	\$ 1.73	\$ 2,548.56	\$ 3.00	\$ 4,416.00
26.	PRESSURE TESTING SANITARY SEWER	FOOT	1,472	\$ 5.00	\$ 7,360.00	\$ 6.75	\$ 12,840.00	\$ 3.00	\$ 2,944.00	\$ 1.00	\$ 1,472.00	\$ 3.00	\$ 4,416.00	\$ 6.00	\$ 8,832.00	\$ 5.75	\$ 8,464.00	\$ 3.00	\$ 4,416.00
27.	FORCE MAIN PRESSURE TESTING	FOOT	9,520	\$ 3.00	\$ 28,560.00	\$ 5.50	\$ 52,360.00	\$ 3.00	\$ 28,560.00	\$ 1.00	\$ 9,520.00	\$ 1.00	\$ 9,520.00	\$ 5.00	\$ 47,600.00	\$ 3.45	\$ 32,844.00	\$ 3.00	\$ 28,560.00
28.	SANITARY MANHOLE VACUUM TESTING	EACH	14	\$ 1,000.00	\$ 14,000.00	\$ 1,000.00	\$ 14,000.00	\$ 900.00	\$ 12,600.00	\$ 400.00	\$ 5,600.00	\$ 1,250.00	\$ 17,500.00	\$ 1,100.00	\$ 15,400.00	\$ 747.50	\$ 10,465.00	\$ 500.00	\$ 7,000.00
29.	TELEVISION SANITARY SEWER	FOOT	10,892	\$ 7.00	\$ 76,244.00	\$ 4.25	\$ 46,116.00	\$ 1.50	\$ 16,338.00	\$ 2.00	\$ 21,784.00	\$ 4.00	\$ 43,568.00	\$ 5.00	\$ 54,560.00	\$ 5.75	\$ 63,204.00	\$ 3.50	\$ 38,472.00
30.	HOT MIX ASPHALT SURFACE REMOVAL 1.5 INCH	SO YD	7,811	\$ 2.40	\$ 18,766.40	\$ 3.25	\$ 24,735.75	\$ 2.25	\$ 17,124.75	\$ 4.00	\$ 36,444.00	\$ 5.00	\$ 39,055.00	\$ 4.80	\$ 36,010.80	\$ 2.47	\$ 18,796.17	\$ 4.00	\$ 30,444.00
31.	HOT MIX ASPHALT SURFACE REMOVAL 2 INCH (DEVON AVENUE)	SO YD	908	\$ 3.80	\$ 3,450.40	\$ 5.25	\$ 4,767.00	\$ 3.80	\$ 3,450.40	\$ 5.50	\$ 4,994.00	\$ 7.00	\$ 6,366.00	\$ 6.32	\$ 5,738.56	\$ 9.20	\$ 8,353.60	\$ 6.00	\$ 5,448.00
32.	HOT MIX ASPHALT SURFACE REMOVAL 4 INCH (BERTEAU AVENUE)	SO YD	2,845	\$ 5.30	\$ 15,076.50	\$ 6.25	\$ 17,731.25	\$ 5.00	\$ 14,225.00	\$ 6.50	\$ 18,525.00	\$ 8.00	\$ 22,760.00	\$ 7.47	\$ 19,738.15	\$ 4.89	\$ 13,934.05	\$ 8.00	\$ 21,160.00
33.	PREPARATION OF BASE	SO YD	2,845	\$ 1.50	\$ 4,267.50	\$ 2.15	\$ 6,116.75	\$ 1.20	\$ 3,414.00	\$ 2.00	\$ 5,690.00	\$ 4.00	\$ 11,380.00	\$ 2.30	\$ 6,543.00	\$ 1.73	\$ 4,935.81	\$ 2.00	\$ 5,690.00
34.	BITUMINOUS MATERIALS (TACK COAT)	POUND	810	\$ 6.30	\$ 5,103.00	\$ 1.00	\$ 810.00	\$ 6.00	\$ 4,860.00	\$ 3.00	\$ 2,430.00	\$ 5.00	\$ 4,050.00	\$ 3.30	\$ 2,673.00	\$ 0.01	\$ 8.10	\$ 1.00	\$ 810.00
35.	HOT MIX ASPHALT BINDER COURSE, 1.50	TON	375	\$ 117.00	\$ 43,875.00	\$ 114.00	\$ 42,750.00	\$ 110.00	\$ 41,250.00	\$ 120.00	\$ 45,000.00	\$ 135.00	\$ 50,625.00	\$ 138.00	\$ 51,700.00	\$ 113.88	\$ 42,742.50	\$ 90.00	\$ 33,750.00
36.	HOT MIX ASPHALT SURFACE COURSE, MIX 17' 1/8"	TON	975	\$ 103.00	\$ 100,275.00	\$ 114.00	\$ 111,510.00	\$ 97.00	\$ 94,575.00	\$ 125.00	\$ 121,875.00	\$ 140.00	\$ 136,500.00	\$ 144.00	\$ 140,600.00	\$ 111.44	\$ 109,654.00	\$ 95.00	\$ 92,625.00
37.	POLYMER/HEAT HOT MIX ASPHALT SURFACE COURSE, MIX "E", NTD	TON	158	\$ 172.00	\$ 27,176.00	\$ 210.00	\$ 33,180.00	\$ 157.00	\$ 25,598.00	\$ 170.00	\$ 26,860.00	\$ 185.00	\$ 29,230.00	\$ 186.00	\$ 29,310.00	\$ 189.05	\$ 29,769.90	\$ 120.00	\$ 18,960.00



**BID TABULATION
FOR THE PROJECT: THE MAIN
VALLEY OF BARTLETT**

ITEM NO	DESCRIPTION	ACQUA CONTRACTORS 551 S. IL. Route 83 Ehlers, IL 60126		SWALLOW CONSTRUCTION 480 Topsoil Dr West Chicago, IL 60185		PERFORMANCE CONST. & ENG. 217 W. John St. Piano, IL 60540		BOLDER CONTRACTORS 316 Cary Point Drive Cary, IL 60013		DIMED BROTHERS 720 Richard Lane Eggen, IL 60019		MAYTAM CONSTRUCTION 1200 Gasket Drive Eggen, IL 60126		TRINE CONSTRUCTION 1041 Trine Ct St. Charles, IL 60174		ENGINEERS ESTIMATE 52 Wheeler Road Sugar Grove, IL 60054			
		UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
38	TEMPORARY ASPHALT PATCH, 2" (DEVON AVENUE)	TON	15	100.00	\$ 1,500.00	378.00	\$ 5,640.00	110.00	\$ 1,650.00	200.00	\$ 3,000.00	175.00	\$ 2,625.00	180.00	\$ 2,700.00	230.00	\$ 3,450.00	120.00	\$ 1,800.00
39	TEMPORARY ASPHALT PATCH, 1.5"	TON	450	109.00	\$ 49,050.00	378.00	\$ 169,200.00	110.00	\$ 49,500.00	100.00	\$ 45,000.00	120.00	\$ 54,000.00	170.00	\$ 78,500.00	126.50	\$ 56,825.00	95.00	\$ 42,750.00
40	CLASS D PATCH, 6"	SO YD	5,285	72.00	\$ 379,980.00	60.00	\$ 315,900.00	62.25	\$ 327,462.25	52.50	\$ 278,412.50	60.00	\$ 315,900.00	88.00	\$ 463,320.00	42.91	\$ 225,911.15	80.00	\$ 421,200.00
41	CLASS D PATCH, 10" (STAIRS ROAD)	SO YD	80	131.00	\$ 10,480.00	160.00	\$ 12,800.00	103.00	\$ 8,240.00	115.00	\$ 9,200.00	120.00	\$ 9,600.00	188.00	\$ 15,048.00	201.22	\$ 16,097.60	100.00	\$ 8,000.00
42	CLASS D PATCH, 15" (DEVON AVENUE)	SO YD	132	189.00	\$ 24,948.00	220.00	\$ 20,040.00	153.00	\$ 20,181.00	145.00	\$ 18,140.00	195.00	\$ 25,740.00	227.00	\$ 29,964.00	245.93	\$ 32,462.78	150.00	\$ 18,000.00
43	PAVEMENT REMOVAL, FILL DEPTH (PROSPECT AVENUE MEDIAN ISLANDS)	SO YD	130	22.00	\$ 2,860.00	15.30	\$ 1,989.00	30.00	\$ 3,900.00	20.00	\$ 2,800.00	20.00	\$ 2,800.00	29.00	\$ 3,640.00	40.25	\$ 5,332.50	15.00	\$ 1,950.00
44	HOT-MIX ASPHALT PATH REMOVAL (PROSPECT AVENUE BIKE PATH)	SO YD	46	32.00	\$ 1,472.00	15.25	\$ 701.50	50.00	\$ 2,000.00	30.00	\$ 930.00	16.00	\$ 736.00	24.00	\$ 1,044.00	63.25	\$ 2,069.50	15.00	\$ 600.00
45	TOPSOIL, RESPREAD, 12" (PROSPECT AVENUE MEDIAN ISLANDS)	SO YD	130	25.00	\$ 3,250.00	20.25	\$ 2,632.50	20.00	\$ 2,000.00	70.00	\$ 9,100.00	39.00	\$ 5,070.00	43.00	\$ 5,590.00	23.00	\$ 2,960.00	40.00	\$ 5,200.00
46	FURNISHED EXCAVATION	CU YD	63	25.00	\$ 1,575.00	44.25	\$ 2,787.75	30.00	\$ 1,800.00	80.00	\$ 3,120.00	60.00	\$ 3,780.00	36.00	\$ 2,268.00	115.00	\$ 7,245.00	80.00	\$ 5,040.00
47	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SO YD	59	85.00	\$ 5,015.00	116.00	\$ 6,844.00	63.00	\$ 3,717.00	200.00	\$ 11,800.00	140.00	\$ 8,260.00	121.00	\$ 7,139.00	86.25	\$ 5,085.75	100.00	\$ 5,000.00
48	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	SO YD	31	186.00	\$ 5,766.00	140.50	\$ 4,355.50	135.00	\$ 4,162.50	250.00	\$ 7,750.00	180.00	\$ 5,580.00	119.00	\$ 3,566.00	216.20	\$ 6,702.20	150.00	\$ 4,500.00
49	POCC SIDEWALK, 5" (PROSPECT AVENUE BIKE PATH)	SO FT	1,710	33.00	\$ 56,430.00	13.50	\$ 23,062.50	13.00	\$ 22,330.00	20.00	\$ 34,200.00	15.00	\$ 25,650.00	12.00	\$ 20,520.00	18.40	\$ 31,464.00	30.00	\$ 51,300.00
50	POCC SIDEWALK, 5" (PROSPECT AVENUE BIKE PATH)	SO FT	468	35.00	\$ 16,380.00	11.50	\$ 4,692.00	10.00	\$ 4,680.00	20.00	\$ 8,160.00	15.00	\$ 6,120.00	12.00	\$ 4,896.00	18.40	\$ 7,567.20	15.00	\$ 6,120.00
51	DETECTABLE WARNINGS	SO FT	90	72.00	\$ 6,480.00	36.00	\$ 3,240.00	38.00	\$ 3,420.00	40.00	\$ 3,600.00	44.00	\$ 3,960.00	33.00	\$ 2,970.00	51.75	\$ 4,657.50	40.00	\$ 3,600.00
52	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	273	75.00	\$ 20,475.00	57.00	\$ 15,561.00	59.00	\$ 12,501.00	100.00	\$ 27,300.00	78.00	\$ 21,294.00	46.00	\$ 13,104.00	56.35	\$ 15,393.56	55.00	\$ 15,075.00
53	COMBINATION CONCRETE CURB AND GUTTER, 86.12	FOOT	212	50.00	\$ 10,600.00	43.50	\$ 9,222.00	59.00	\$ 12,501.00	100.00	\$ 21,200.00	89.00	\$ 14,628.00	41.00	\$ 8,602.00	47.15	\$ 9,895.80	40.00	\$ 8,480.00
54	FENCE REMOVAL AND REINSTALLATION	FOOT	153	50.00	\$ 7,650.00	20.00	\$ 3,060.00	75.00	\$ 11,475.00	100.00	\$ 15,300.00	100.00	\$ 15,300.00	86.00	\$ 13,158.00	86.25	\$ 13,186.25	40.00	\$ 6,120.00
55	MAILBOX REMOVAL AND RESET WITH NEW POST	EACH	2	500.00	\$ 1,000.00	750.00	\$ 1,500.00	900.00	\$ 1,800.00	600.00	\$ 1,200.00	1,250.00	\$ 2,500.00	360.00	\$ 720.00	521.00	\$ 1,042.00	500.00	\$ 1,000.00
56	RESTORATION	SO YD	996	25.00	\$ 24,875.00	12.05	\$ 11,989.75	15.00	\$ 14,925.00	35.00	\$ 34,875.00	12.00	\$ 11,940.00	20.00	\$ 19,400.00	13.90	\$ 13,731.00	15.00	\$ 14,925.00
57	BYPASS PUMPING	LSUM	1	5,000.00	\$ 5,000.00	60,000.00	\$ 60,000.00	25,000.00	\$ 25,000.00	5,000.00	\$ 5,000.00	150,000.00	\$ 150,000.00	180,000.00	\$ 180,000.00	200,722.56	\$ 200,722.56	25,000.00	\$ 25,000.00
58	TRACER WIRE TEST STATION AND GROUNDING ANODE	EACH	20	700.00	\$ 14,000.00	225.00	\$ 4,500.00	500.00	\$ 10,000.00	16,000.00	\$ 16,000.00	1,100.00	\$ 22,000.00	950.00	\$ 1,900.00	3,387.50	\$ 67,750.00	1,000.00	\$ 20,000.00
59	THERMOPLASTIC PAVEMENT MARKING - JUNE 4"	FOOT	2,290	2.00	\$ 4,580.00	2.30	\$ 5,267.00	3.00	\$ 6,870.00	1.50	\$ 3,435.00	1.00	\$ 2,260.00	1.10	\$ 2,519.00	1.44	\$ 3,297.60	1.15	\$ 2,633.50
60	THERMOPLASTIC PAVEMENT MARKING - JUNE 12"	FOOT	640	5.00	\$ 3,200.00	5.00	\$ 3,200.00	6.00	\$ 3,840.00	4.50	\$ 2,850.00	4.00	\$ 2,960.00	3.60	\$ 2,304.00	2.88	\$ 1,843.20	2.50	\$ 1,600.00
61	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SO FT	150	10.00	\$ 1,500.00	10.25	\$ 1,537.50	10.00	\$ 1,500.00	8.00	\$ 1,350.00	7.00	\$ 1,050.00	7.20	\$ 1,080.00	28.75	\$ 4,312.50	5.00	\$ 750.00
62	TRAFFIC CONTROL AND PROTECTION	LSUM	1	358,115.01	\$ 358,115.01	200,000.00	\$ 200,000.00	321,099.70	\$ 321,099.70	246,000.00	\$ 246,000.00	272,000.00	\$ 272,000.00	480,000.00	\$ 480,000.00	498,690.13	\$ 498,690.13	130,000.00	\$ 130,000.00
63	SANITARY SEWER ABANDONMENT IN DEVON AVENUE	LSUM	1	10,000.00	\$ 10,000.00	3,500.00	\$ 3,500.00	15,000.00	\$ 15,000.00	6,000.00	\$ 6,000.00	13,000.00	\$ 13,000.00	6,500.00	\$ 6,500.00	15,762.90	\$ 15,762.90	20,000.00	\$ 20,000.00
64	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	80,000	1.00	\$ 80,000.00	1.00	\$ 80,000.00	1.00	\$ 80,000.00	1.00	\$ 80,000.00	1.00	\$ 80,000.00	1.00	\$ 80,000.00	1.00	\$ 80,000.00	1.00	\$ 80,000.00
TOTAL					6,600,000.00		6,673,128.75		6,668,000.00		6,716,351.00		7,397,248.00		6,979,748.81		6,800,000.00		5,385,088.50

23.0% 9.5% 2.7% 6.9% 37.6% 11.5% 21.2%
 % BELOW/ABOVE ENGINEERS ESTIMATE

RESOLUTION 2023-____-R

A RESOLUTION APPROVING THE DEVON EXCESS FLOW FORCE MAIN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND PERFORMANCE CONSTRUCTION AND ENGINEERING, LLC.

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

SECTION ONE: The bid for the Village's Devon Excess Flow Force Main work (the "Project Work") in the amount of \$5,508,000 as set forth on the bid proposal for attached hereto as Exhibit A and incorporated herein, is hereby awarded to Performance Construction and Engineering, LLC as the lowest responsible and responsive bidder meeting specifications, subject to the terms and conditions of the below defined Agreement.

SECTION TWO: The Devon Excess Flow Force Main Agreement dated May 16, 2023, between Performance Construction and Engineering, LLC and the Village of Bartlett, a copy of which is appended hereto as Exhibit B and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 16, 2023

APPROVED: May 16, 2023

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 2023-____-R enacted on May 16, 2023 and approved on May 16, 2023 as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

DEVON EXCESS FLOW FORCE MAIN PROJECT AGREEMENT

This Devon Excess Flow Force Main Project Agreement (the "Agreement") is entered this 16th day of May, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Performance Construction & Engineering, LLC. (the "Contractor") (collectively, the "Parties").

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

Project Work.

Work performed under this contract shall include the installation, pressure testing and other necessary work as described in the plans of the Devon Excess Flow Force Main and Gravity Sewer

As required by the work stated above, combination curb and gutter replacement, sidewalk replacement, driveway replacement, pavement patching and parkway restoration work shall also be performed.

b. Contract Documents mean and include: (i) this Agreement; (ii) General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (iii) all Specifications, Plans and Drawings attached hereto as and incorporated herein; (iv) the Performance and Payment Bond or Letter of Credit as defined herein; and (v) Addenda 1 attached hereto and incorporated herein (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before two (2) years after the issuance of the notice to proceed.

A. **Payment Procedure.** The payment procedures are as follows:

1. All payments under the Agreement shall be based on the unit prices set forth in Contractor's Schedule of Prices (the "Unit Pricing"); attached hereto and incorporated and based on actual quantities supplied and installed/constructed by the Contractor in accordance with the terms and conditions herein, as determined and certified by the Village or its Engineer.

2. Neither Owner nor Engineer guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any

additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

3. In addition to the payment request documentation set forth under the Contract, Contractor shall provide the following documentation to the Village and the Engineer:

a. Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Engineer, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

(i) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Engineer may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Village. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.

(ii) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company. ("Contractor's Sworn Statement")

(iii) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier and all of the material suppliers that supplied labor and/or material in connection with the Project covering such period.

(iv) All of the Contractor's Progress Payment Documents shall be signed, sworn to and notarized.

(v) Certified Payrolls (defined below)

(vi) Such additional documentation and/or information requested by the Village and /or Engineer relative to said payment.

b. It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Engineer has determined that the Project Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Payments shall be further contingent upon the consent of the surety issuing the performance and payment bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.

c. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) final lien waivers from (i) Contractor; (ii) all subcontractors

of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall be signed and notarized; (2) Certified Payrolls; and (3) such additional documentation and/or information requested by the Village relative to said payment.

d. In the event the Contractor, and or Village and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

e. It shall also be a condition precedent to any payment hereunder that contractor must complete and submit certified payrolls to the Village covering all payouts no less than once a month in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

f. Notwithstanding the foregoing, in no event shall the Village's acceptance of the Project Work, Contractor's Payment Request Documentation, Engineer's Certification, and/or the Village's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required herein.

B. **Non-Discrimination.** Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

C. **Compliance with Law.** All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent

permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

D. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village of Bartlett, and its officials, officers, employees, agents, consultants, successors and assigns (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses which may in any way arise directly or indirectly from the Project Work, Repair Work and/or Warranty Work provided hereunder, and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractors Agents"); except to the extent caused by the negligence of a party indemnified hereunder. In which case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This obligation shall survive the expiration and/or termination of the Agreement. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and /or termination of the Agreement.

E. Binding Obligation and Non-Assignability. Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village. All subcontractors shall be approved by the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.

F. Taxes. The Village is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

G. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of all Project Sites and represents and warrants that the Specifications, Plans, Drawings and other Contract Documents as defined in the General Conditions are adequate and the required result can be produced there under. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

H. Insurance. Contractor shall procure and maintain for the duration of the Project Work, Repair Work and Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

1. Commercial General and Umbrella Liability Insurance.

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000.00 aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: liability arising out of the Project Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.

The Village of Bartlett and its, officers, officials, employees, consultants, agents, successors and assigns (collectively, the "Additional Insured"), shall be included as an insured under the Contractors CGL using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and using additional insured under Contractors commercial umbrella liability and business auto liability coverage's, and also using additional insured endorsement CG 20 37 or substitute providing equivalent coverage with respect to the below required continuing completed operations liability coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

2. Continuing Completed Operations Liability Insurance.

Contractor shall maintain commercial general liability (CGL) coverage with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the Project Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operation aggregate of at least two times its each occurrence limit.

3. Business Auto Liability Insurance.

Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

4. Workers Compensation and Employees Liability Insurance.

Contractor shall maintain workers compensation as required by statute and employer's liability insurance. The employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village of Bartlett has not been included as an insured under the Commercial General Liability, Excess Umbrella Liability Insurance and/or Business Auto Liability coverages required in the Contract, the Contractor waives all rights against the Village, and its officers, officials, employees, consultants, and agents for recovery of damages arising out of or incident to the Project Work.

5. Excess Umbrella Liability Insurance Coverage.

Contractor shall maintain Excess Umbrella Liability Insurance coverage of not less than \$5,000,000 each occurrence and \$5,000,000 aggregate.

6. General Insurance Provisions.

a. Evidence of Insurance

i. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the

insurance requirements set forth above.

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

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

iv. The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site(s) until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

v. Failure to maintain the required insurance may result in termination of this Contract at the option of the Village.

vi. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Village whenever requested.

vii. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

b. Acceptability of Insurers

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

c. Cross-Liability Coverage

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

d. Deductibles and Self-Insured Retentions

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

e. The Village Shall Not Waive Any Rights of Subrogation

The Village shall not, in any manner, be deemed or intended to have waived any right of subrogation which either the Village and/or its, insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its subcontractors of any tier, and/or otherwise arising out of the Project Work.

f. Failure to Comply with Insurance Reporting Provisions

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

g. All Insurance Obtained Shall Apply Separately to Each Insured

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

h. Insurance Requirements cannot be Waived

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- i. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- ii. failing to review any Certificates of Insurance received;
- iii. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
- iv. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents are solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village of Bartlett and/or any of the other Additional Insured.

i. Liability of Contractor is not limited by Purchase of Insurance

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums.

Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

j. Notice of Personal Injury or Property Damage

Contractor shall notify the Additional Insured, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

k. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above and otherwise in strict compliance with the above insurance requirements including but not limited to the additional insured requirements set forth above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor and additional insured endorsements as required above.

l. Performance and Payment Bonds, IDOT Contract Bond or Letter of Credit.

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds or IDOT Contract Bond, each in the amount of **110%** of the Contract Sum, naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and approved by the Village. ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, including but not limited to payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the unit pricing set forth in Contractors Proposal.

J. Default.

In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph "L" below.

L. Limitation on the Owner's Liability.

The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village, and agrees not to make any claim or demand for such damages against the Village.

M. Hazardous Substances.

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by Contractor, and/or Contractor's Agent (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its employees, agents, consultants, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

N. Delays in Project Work.

Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

O. Change Orders.

(1.) Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Engineer. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village corporate authorities shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator.

(2.) All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Engineer, in that said Unit Pricing already reflects Contractor's overhead and profits.

P. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

Q. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village, Engineer, nor Consultant shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary

precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

R. Exhibits and Contract Documents.

All Exhibits and Contract Documents referred to therein are expressly incorporated herein and made part hereof.

S. Assumption of Liability.

To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

T. Severability

If any clause, phrase, provision or portion of this Contract or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Contract, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

U. No Waiver of Immunities and/or Privileges by the Village of Bartlett.

Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

V. Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code

Contractor shall comply with the Architectural Barrier act of 1968, as amended (42 U.S.C. § 4151, et seq.), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

W. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with the Clean Air act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

X. Removal and Disposal

The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

Y. Work by Trade Unions

If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

Z. Illinois Human Rights Act.

The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.) and Contractor represents and warrants to the Village as follows:

(1) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

(3) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by

the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Z-1. Guarantee.

(1) Except as otherwise specified, the contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.

(2) If the Drawings, Plans, and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

Z-2 Miscellaneous.

(1.) This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

(2.) Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

(3.) This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage

County, Illinois.

(4.) In construing this Agreement, section headings shall be disregarded.

(5.) Time is of the essence of this Agreement and every provision contained herein.

(6.) Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

(7.) Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

(8.) In the event of any conflict between the terms and conditions of any of the Contract Documents, and/or this Addendum, the most stringent requirements shall control.

VILLAGE OF BARTLETT:

PERFORMANCE CONSTRUCTION &
ENGINEERING, LLC.

By: _____
Kevin Wallace
Village President

By: _____
Title: _____

Attest:

Attest:

By: _____
Lorna Giles, Village Clerk

Title: _____

Date: _____

Date: _____

Memo

To: Paula Schumacher, Village Administrator
From: Nick Talarico, Civil Engineer
Subject: **2023 Sidewalk Cutting Program**
Date: May 8, 2023

In May of 2022, the Village of Bartlett along with 7 other governmental agencies opened bids for a joint Sidewalk Cutting project aimed at cost-effectively removing trip hazards from the public sidewalk. Hard Rock Concrete Cutters, Inc. out of Wheeling, Illinois was the low bidder and was awarded the contract for Bartlett's 2022 Sidewalk Cutting Program.

The terms of that contract allow for the Village of Bartlett to renew it for up to two (2) additional one (1) year periods. For subsequent terms, the unit price increase is limited to either two percent (2%) or the CPI of the Chicago-Gary-Kenosha Index, whichever is less. For FY23/24, \$200,000 has been budgeted for this and other projects relating to sidewalk improvement.

With the current CPI being greater than two percent (2%), Hard Rock has agreed to the two percent (2%) increase which will bring the unit price from \$39.83 to \$40.63 per cut.

During the 2022 project, Hard Rock staff proved to be professional and responsive, and their operation was clean and efficient.

RECOMMENDATION

Staff recommends renewing the contract with Hard Rock Concrete Cutters, Inc. for the Village of Bartlett's 2023 Sidewalk Cutting Program.

MOTION

I MOVE TO APPROVE RESOLUTION # 2023-____-R, A RESOLUTION APPROVING THE 2023 SIDEWALK CUTTING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND HARD ROCK CONCRETE CUTTERS, INC.

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING OF THE
2023 SIDEWALK CUTTING PROJECT AGREEMENT BETWEEN
THE VILLAGE OF BARTLETT AND HARD ROCK CONCRETE CUTTERS, INC.**

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

SECTION ONE: 2023 Sidewalk Cutting Project Agreement dated May 16, 2023, between the Village of Bartlett and Hard Rock Concrete Cutters, Inc. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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



Local Public Agency Formal Contract

Contractor's Name
Hard Rock Concrete Cutters, Inc.

Contractor's Address City State Zip Code
601 Chaddick Drive Wheeling IL 60090

STATE OF ILLINOIS
Local Public Agency County Section Number
Village of Bartlett Cook 23-00000-02-GM

Street Name/Road Name Type of Funds
Various MFT

CONTRACT BOND (when required)

For a County and Road District Project
Submitted/Approved
Highway Commissioner Signature & Date
[Signature Box]
Submitted/Approved
County Engineer/Superintendent of Highways Signature & Date
[Signature Box]

For a Municipal Project
Submitted/Approved/Passed
Signature & Date
[Signature Box]
Official Title
Village President

Department of Transportation
 Concurrence in approval of award
Regional Engineer Signature & Date
[Signature Box]

Local Public Agency Village of Bartlett	Local Street/Road Name Various	County Cook	Section Number 23-00000-02-GM
--	-----------------------------------	----------------	----------------------------------

- THIS AGREEMENT, made and concluded the 16th day of May, 2023 between the Village of Bartlett, known as the party of the first part, and Hard Rock Concrete Cutters, Inc., its successor, and assigns, known as the party of the second part.
- For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 23-00000-02-GM in Village of Bartlett, approved by the Illinois Department of Transportation on N/A, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village of Bartlett
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of
Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)



Agenda Item Executive Summary

Item Name	FY 2023-2024 DuPage Salt Purchase	Committee or Board	Board
-----------	-----------------------------------	-----------------------	-------

BUDGET IMPACT

<i>Amount:</i>	\$61,081.80	<i>Budgeted</i>	\$160,000
----------------	-------------	-----------------	-----------

<i>List what fund</i>	General Fund - Streets
-----------------------	------------------------

EXECUTIVE SUMMARY

Staff received all the necessary information regarding the contract for road salt through the County of DuPage Joint Purchase Program.

Compass Minerals was awarded the contract for road salt. The cost per ton, delivered to Bartlett is \$78.31, which is \$2.43/ per ton higher than the previous year. This bid from Compass Minerals represents the purchase of up to 780 tons for the 2023-24 season at a cost of \$61,081.80. Our total cost for salt this year was budgeted at \$160,000 for ~ 780 tons. With this agreement the minimum purchase is for 600 tons with the ability to purchase another 180 tons if necessary. The agreement is attached for review.

Staff recommends the Village of Bartlett continue to participate in the County of DuPage Joint Purchase Program for road salt through Compass Minerals.

ATTACHMENTS (PLEASE LIST)

- Memo
- Resolution
- Bid Tab
- Agreement

ACTION REQUESTED

- For Discussion Only
- ✓ Resolution
- Ordinance
- ✓ Motion: Motion to approve Resolution #2023-___-R, A RESOLUTION AUTHORIZING THE PURCHASE OF UP TO 780 TONS OF SALT FROM COMPASS MINERALS.

Staff:	Dan Dinges, Director of Public Works	Date:	5/8/23
--------	--------------------------------------	-------	--------

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: FY 2023-2024 DuPage Salt Purchase
Date: May 8, 2023

Staff received all the necessary information regarding the contract for road salt through the County of DuPage Joint Purchase Program.

Compass Minerals was awarded the contract for road salt. The cost per ton, delivered to Bartlett is \$78.31, which is \$2.43/per ton higher than the previous year. This bid from Compass Minerals represents the purchase of up to 780 tons for the 2023-24 season at a cost of \$61,081.80. Our total cost for salt this year was budgeted at \$160,000 for ~ 780 tons. With this agreement the minimum purchase is for 600 tons with the ability to purchase another 180 tons if necessary. The agreement is attached for review.

Staff recommends the Village of Bartlett continue to participate in the County of DuPage Joint Purchase Program for road salt through Compass Minerals.

Motion

Motion to approve Resolution #2023- -R, A RESOLUTION AUTHORIZING THE PURCHASE OF UP TO 780 TONS OF SALT FROM COMPASS MINERALS



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 BULK ROCK SALT 23-057-DOT
 BID TABULATION

NO.	ITEM	UOM	QTY	Compass Minerals		Morton Salt		Cargill	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE

GROUP 1: FOR DELIVERY TO DUPAGE COUNTY DIVISION OF TRANSPORTATION

1	BULK ROCK SALT UNIT COST FOR QUANTITIES BETWEEN 80% - 130% OF PROJECTED USAGE	TON	17,000.00	\$ 78.31	\$ 1,331,270.00	\$ 79.10	\$ 1,344,700.00	\$ 91.25	\$ 1,551,250.00
2	BULK ROCK SALT UNIT COST FOR QUANTITIES BETWEEN 131% - 150% OF PROJECTED USAGE	TON	-	\$ 83.31	\$ -	\$ 89.10	\$ -	NO BID	\$ -

GROUP 2A: FOR EARLY DELIVERY TO TOWNSHIPS/MUNICIPALITIES

3	BULK ROCK SALT	TON	6,000.00	\$ 78.31	\$ 469,860.00	\$ 79.10	\$ 474,600.00	\$ 91.25	\$ 547,500.00
---	----------------	-----	----------	----------	---------------	----------	---------------	----------	---------------

GROUP 2B: FOR STANDARD DELIVERY TO TOWNSHIPS/MUNICIPALITIES

4	BULK ROCK SALT	TON	55,320.00	\$ 78.31	\$ 4,332,109.20	\$ 79.10	\$ 4,375,812.00	\$ 91.25	\$ 5,047,950.00
5	BULK ROCK SALT UNIT COST FOR QUANTITIES BETWEEN 131% - 150% OF PROJECTED USAGE	TON	-	\$ 83.31	\$ -	\$ 89.10	\$ -	NO BID	\$ -
GRAND TOTAL \$					6,133,239.20		\$ 6,195,112.00		\$ 7,146,700.00

NOTES

Bid Opening 5/1/2023 @ 2:30 PM	DW,NE
Invitations Sent	24
Total Vendors Requesting Documents	1
Total Bid Responses	3

RESOLUTION 2023 - _____

A RESOLUTION AUTHORIZING THE PURCHASE OF UP TO 780 TONS OF
ROAD SALT FROM COMPASS MINERALS

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

SECTION ONE: The 2023-24 Bulk Road Salt Purchase is awarded to Compass Minerals, being the lowest responsible and responsive bidder through the DuPage County Procurement Services Division, for up to 780 tons of salt at \$78.31/ton with a total sum of \$61,081.80

SECTION TWO: The Bulk Road Salt Purchase Agreement dated May 16, 2023, between Compass Minerals and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

SECTION 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: May 16, 2023

APPROVED: May 16, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ -R enacted on May 16, 2023, and approved on May 16, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**CONTRACT AGREEMENT FOR THE PURCHASE OF UP TO 780 TONS OF SALT
BETWEEN COMPASS MINERALS AMERICA, INC. AND THE VILLAGE OF
BARTLETT FOR THE FY 2023-24**

THIS AGREEMENT is entered into this 16th day of May, 2023, between the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, a body corporate and politic (hereinafter referred to as the "Village"), and Compass Minerals America, Inc., licensed to do business in the State of Illinois, located at 9900 West 109th Street, Suite 100, Overland Park, Kansas, 66210 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Village requires the goods and/or services specified in DuPage County Bid #23-057-DOT for its Public Works Department snow removal services; and

WHEREAS, the Contractor is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

1.1 This Contract includes all the following component parts, all of which are fully incorporated herein and made part of the obligations undertaken by the parties:

- 1.1a Bid Invitation
- 1.1b Project Information
- 1.1c Instructions to Bidders
- 1.1d General Conditions
- 1.1e Special Conditions
- 1.1f Insurance/Bonding Requirements and Certificates
- 1.1g Bid Form
- 1.1h Specifications including addenda
- 1.1i Exhibits
- 1.1j County Purchase Order

1.2 All documents are or will be on file at the Public Works Department, 1150 Bittersweet Drive, Bartlett, Illinois 60103.

1.3 In the event of a conflict between any of the above documents, the documents control from top to bottom; i.e., "a" controls over "b".

2.0 DURATION OF THIS CONTRACT

2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a one (1) year period beginning on May 1, 2023 and continuing through April 30, 2024.

2.2 The Contract term is subject to renewal per the Bid Invitation Specifications.

2.3 In no event, shall the term plus renewals exceed four (4) years.

3.0 TERMINATION

3.1 Except as otherwise set forth in this Agreement, either party shall have the right to terminate this Agreement for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of Vendor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

3.2 Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

3.3 Upon termination of this Agreement, all data, work, products, reports and documents produced, because of this Agreement, shall become the property of the Village. Further, Contractor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this Agreement.

4.0 BID PRICES AND PAYMENT

4.1 The Contractor shall provide the required goods and/or services described in the Bid Specifications for the prices quoted on the Bid Form.

4.2 The Contractor shall provide the Bulk Rock Salt at the cost of \$78.31/Ton.

4.3 The Village shall make payments pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

5.1 This Contract may be amended by mutual agreement.

5.2 All amendments will conform to State of Illinois Statutes and Village procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY'S FEES

6.1 If the Village is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the Village is required to use the services of an attorney, including the States Attorney, then the Village shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the Village pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY

7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement, Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 ENTIRE AGREEMENT

9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

VILLAGE OF BARTLETT

COMPASS MINERALS AMERICA, INC.

Kevin Wallace
Village President

Date

Date

ATTEST:

Lorna Gilles
Village Clerk

Date

Date



Agenda Item Executive Summary

Item Name Cemetery Ordinance and Policy Update Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Village of Bartlett cemetery has been a part of the village for over a hundred years. In that time, the village has grown exponentially, and has adapted with the needs of the residents. With the approval of the purchase of the columbarium in the Capital Improvement Program. Public Works thought it would be prudent to take a look at our existing cemetery ordinance and policy and bring it up to surrounding, comparable cemeteries. The updated policy is attached for review. The policy dictates general rules and regulations for the cemetery like what is allowed on monuments, surrounding plots, the number of burials in a plot/niche, burial hours and costs of services.

The Village's cost for these services has not changed since the '80's, and while staff is not proposing to be at the "top" as far as price point, we feel it should reflect the average costs of performing these services and maintaining the cemetery in perpetuity. A table of current and proposed rates is attached for reference.

RECOMMENDATION

Staff recommends adopting the amended cemetery ordinance and updated cemetery policy.

ATTACHMENTS (PLEASE LIST)

Memo
Ordinance
Cemetery Policy

ACTION REQUESTED

For Discussion Only

Resolution

✓ Ordinance

✓ Motion: **MOVE TO APPROVE ORDINANCE # 2023-____, AN ORDINANCE AMENDING THE BARTLETT PUBLIC WAYS AND PROPERTY ORDINANCE FOR THE ADOPTION OF THE AMENDED BARTLETT CEMETERY ORDINANCE**

Staff: Tyler Isham, Assistant Director of Public Works Date: 5/8/2023

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: Cemetery Ordinance and Policy Update
Date: May 8, 2023

The Village of Bartlett cemetery has been apart of the village for over a hundred years. In that time, the village has grown exponentially, and has adapted with the needs of the residents. With the approval of the purchase of the columbarium in the Capital Improvement Program. Public Works thought it would be prudent to take a look at our existing cemetery ordinance and policy and bring it up to surrounding, comparable cemeteries. The updated policy is attached for review. The policy dictates general rules and regulations for the cemetery, like what is allowed on monuments, surrounding plots, the number of burials in a plot/niche, burial hours and costs of services.

The Village's cost for these services has not changed since the '80's, and while staff is not proposing to be at the "top" as far as price point, we feel it should reflect the average costs of performing these services and maintaining the cemetery in perpetuity. A table showing current rates and proposed rates is below for reference:

Item	Existing Rate (\$)	Proposed Rate (\$)
Grave plot purchase	\$ 240.00	\$ 1,200.00
Columbarium purchase	N/A	\$ 1,500.00
Ossuary Purchase	N/A	\$ 700.00
Engravings	N/A	\$ 500.00
Full grave burial*	\$ 550.00	\$ 1,000.00
Cremation burial*	\$ 50.00	\$ 650.00
Infant/Child*	\$ 550.00	\$ 550.00
Columbarium/Ossuary	N/A	\$ 150.00

*Burials Requested on weekdays after 3pm and Saturdays proposing an additional \$250.00

RECOMMENDATION

Staff recommends adopting the amended cemetery ordinance and updated cemetery policy.

MOTION

MOTION TO APPROVE ORDINANCE # 2023-____, AN ORDINANCE AMENDING THE BARTLETT PUBLIC WAYS AND PROPERTY ORDINANCE FOR THE ADOPTION OF THE AMENDED BARTLETT CEMETERY ORDINANCE

ORDINANCE 2023-_____

**AN ORDINANCE AMENDING THE BARTLETT PUBLIC WAYS AND PROPERTY
ORDINANCE FOR THE ADOPTION OF THE AMENDED BARTLETT CEMETERY
ORDINANCE**

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 Chapter 3, entitled Bartlett Cemetery, of the Bartlett Public Ways and Property Ordinance, which is codified as Title 7 of the Bartlett Municipal Code is hereby repealed.

SECTION TWO: That Title 7 of the Bartlett Municipal Code, known as the Bartlett Public Ways and Property Ordinance, is hereby amended to add new Chapter 3 as follows:

**CHAPTER 3
BARTLETT CEMETERY**

7-3-1: PURPOSE AND INTENT

7-3-2: APPLICABILITY

7-3-3: FORMAL ADOPTION OF THE BARTLETT CEMETERY POLICY

7-3-4: SALE OF LOTS TO RESIDENTS ONLY

7-3-5: FEES

7-3-1: PURPOSE AND INTENT

The purpose of this chapter is to regulate and formalize a policy for the Village owned cemetery. The Bartlett Cemetery Policy (hereinafter referred to as "the Policy") shall set all definitions, maintenance, upkeep of lots, fees and the rules and regulations set forth for the Bartlett Cemetery.

7-3-2: APPLICABILITY

This chapter provides full power and authority over the Bartlett Cemetery and all lots, paths, columbarium, burials and grave opening procedures incorporated into the Policy.

7-3-3: FORMAL ADOPTION OF THE BARTLETT CEMETERY POLICY:

The President and Board of Trustees of the Village of Bartlett hereby formally adopt the Bartlett Cemetery Policy. The Bartlett Cemetery Policy shall dictate the rules, pricing and general guidelines of the Bartlett Cemetery for the health, safety and welfare of all Bartlett Cemetery lot owners, visitors and funeral goers.

7-3-4: SALE OF LOTS TO RESIDENTS ONLY:

The sale of lots in the Village-owned and maintained Bartlett Cemetery shall be restricted to residents of the Village or owners of real estate subject to taxation in the Village.

7-3-5: FEES:

The price of all lots sold in the Bartlett Cemetery shall be computed at the rate of one thousand two hundred dollars (\$1,200.00) per lot. Said price shall stay remain in effect until such further time as a new price for said cemetery lots shall be established by the Bartlett Cemetery Policy. The price of interments, disinterment and cremains shall be determined and included in the Bartlett Cemetery Policy, where they may be further amended in the future if necessary. All interment, disinterment or columbarium opening fees shall be included within the Policy.

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

SECTION 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 Ordinance shall be in full force and effect from and after its passage, by a vote of majority of the corporate authorities and approval in the manner provided by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 16, 2023

APPROVED: May 16, 2023

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 2023- _____ enacted on May 16, 2023, and approved on May 16, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



VILLAGE OF BARTLETT

Cemetery Use Policy

Adopted:

VILLAGE OF BARTLETT
VILLAGE OWNED CEMETERY POLICY

Table of Contents

Section	Page Number(s)
Purpose and Introduction	2
Cemetery Hours of Operation	2
Cemetery Rules and Regulations	2 – 8
Definitions	2-3
Ownership and Use of Lots	3
Interments	3-4
Disinterment or Removals	4
Care of Lots	5
Markers and Memorials	6
Planting of Flowers and Arrangements	6
Seasonal and Other Decorations	7
Columbarium	8-9
Prohibited Articles	9
Disclaimer of Liability	9
Adoption of Additional Rules/Amendments, etc.	9
Pricing	10



VILLAGE OF BARTLETT
VILLAGE-OWNED CEMETERY POLICY

PURPOSE AND INTRODUCTION

As approved in Ordinance #2023- An Ordinance Amending. on (DATE), the Village Board has approved a Cemetery Policy to outline the basic rules, regulations and fees (the "Policy") regarding the Village of Bartlett Owned Cemetery (the "Cemetery").

The following rules and regulations have been adopted by the Village of Bartlett (the "Village"). All current and prospective lot owners, visitors and other persons present at the Cemetery, shall be subject to this Policy and to such other rules, regulations, amendments or alterations as shall be adopted by the Village as necessary. The rules and regulations contained herein are subject to any and all ordinances of the Village, now or hereafter enacted.

The Village will take reasonable precautions to protect the owner's property rights, within the Cemetery, from loss or damage, but it disclaims all responsibility for loss or damage caused by the elements, and acts of God, thieves, vandals and unavoidable accidents.

CEMETERY HOURS OF OPERATION

The Cemetery shall be open to the public all year between sunrise and sunset. No persons shall be admitted in the Cemetery after dusk.

CEMETERY RULES AND REGULATIONS

DEFINITIONS.

Interment: Burial of a deceased owner of the grave site, may be remains or cremains.

Cremains: Cremated remains of deceased individual placed in an urn.

Lot: Space in the Cemetery used, or intended to be used for the interment of human remains or cremains; applies to one or more adjoining graves.

Grave: Space of ground in the Cemetery used, or intended to be used for burial.

Memorial: Monument, marker, headstone or tombstone.

Monument: Memorial of granite comprised of a die and base that extends above the surface of the lawn.

Marker: Memorial set flush to the ground.

Columbarium: A structure for the reverential and public storage of funeral urns, holding cremated remains of the human deceased.

Columbarium Ossuary: An ossuary is a large vault within the center of the columbarium. Cremated remains are placed into ossuary felt bags and co-mingled with other cremated remains within the ossuary.

OWNERSHIP AND USE OF LOTS:

1. Purchase of a lot, columbarium niche/ossuary in the Cemetery may only be made by current Village of Bartlett **residents** and will be made by contacting the Village Hall, who has on file a plat of the grounds showing unsold spaces and the prices fixed for them (prices detailed in further detail below in "Pricing", section). Payment shall be made to the Village, and upon payment of the full purchase price said office shall issue to the purchaser a deed subject to the conditions, rules and regulations now in force or which may hereafter be adopted. *Single graves may be purchased in the same manner as lots but only in plots.
2. No sale, transfer or assignment of any lot, columbarium niche/ossuary or any part of a lot, niche/ossuary shall be valid until all payments due upon such lot, niche/ossuary have been made, and such transfer be made in writing to the Village.
3. After the death of the owner, the Village will recognize the right of the surviving spouse or next of kin insofar as it is able to ascertain who such parties are in regard to ownership of said lot, niche/ossuary. The original owner may designate burials on such lot and/or niche/ossuary in writing to the Village at any time.
4. No lot, columbarium niche/ossuary and/or grave located at the Cemetery shall be used for any purpose other than as a place of burial for the human deceased.

INTERMENTS:

1. No interment shall be made nor work done on any lot against which there are due and unpaid charges.
2. The location of a grave for opening must be designated by the lot owner or his authorized representative.
3. No interment will be made without proper permit, as required by law, and furnishing of such information relative to the deceased, and authority for use of the lot, as may be required for the records.
4. An acceptable vault of concrete must be used for full burials.

5. Cremation urns must be placed in a rigid outer container designed to withstand exposure to the elements and be able to support the earth above the urn.
6. All graves shall be opened and closed only by the Village employees or representatives as designated by the Public Works Director.
7. Interment charges must be paid for before, or at the time of interment. Schedule of charges for opening and closing is included.
8. **Burial Hours:** Monday - Friday 8am to 3pm, Saturday 8am to 12pm, Closed Sundays and Holidays
9. Notice of forty-eight (48) hours, excluding weekends and holidays, are required for the opening of a grave.
10. When instructions for opening a grave are indefinite, or for any reason the grave cannot be opened in the location specified, the Village may order it opened at such location in the lot as may seem best under the circumstances. The Village nor its employees shall be responsible for any mistakes occurring in the order for the opening of a grave, unless such order is made in writing with the signature of the lot owner. When the lot is held jointly by two (2) or more persons, an order will be accepted from either, or any of them for interment of a member of the immediate family, in that part of the lot designated, unless objections are made, before interment, by a majority of the remaining heirs.
11. Order for interment of remains for other cities or cemeteries must be accompanied by the proper papers prescribed by law.
12. Interment of two (2) bodies in one grave will be allowed only in the case of:
 - a. Mother and infant
 - b. Twin children
 - c. Two (2) children buried at one (1) time
 - d. Cremains of up to four (4) deceased persons
 - i. Maximum of two (2) markers: One flush and one upright
13. All interment dates and times must be verified by the Village prior to any and all commitments to the families by the participating funeral home.

DISINTERMENT OR REMOVALS:

No removal of a body shall be made from one grave to another or from one cemetery to another, except upon presentation of a permit as required by law. All charges for such services shall be paid in advance. The Village will instruct its employees or agents to exercise the utmost care in making removal, but assumes no liability for damages to any burial case in making the removal.

CARE OF LOTS:

1. Lot owners and visitors to the cemetery shall bear in mind that the care of all lots is the work of the Village or its Contractors upon who rest the responsibility for the general condition, appearance and upkeep of the property.
2. The laws of the State of Illinois provide that all cemetery property shall be held inviolate and offenders will be dealt with accordingly. The Village and designated Village employees are invested with police power and shall forbid entry to the ground and eject any person or persons who conduct themselves in an unseemly manner.
3. Picking of wild or cultivated flowers, breaking or trimming any tree, shrub or plant, or injury of any kind to any fixed or movable property within the cemetery is prohibited.
4. A lot owner is not permitted to trim or remove any tree that is owned by Village even though may encroach on his/her lot; the care of all growing things being planted on a lot is the responsibility of lot owner. No shrubs or trees shall be planted on any cemetery lots.
5. At the time of burial, and for a reasonable period thereafter, flowers, wreathes and receptacles containing them may be left on a grave but the Village designated employees are instructed to remove them as soon as the flowers are withered or deemed unsightly, and to dispose of any jars, cans, crockery or other artificial materials.
6. It is requested that the lot owners cooperate in keeping graves looking orderly and that whatever is placed on graves (except immediately after burials) be limited in number, and so placed as not to be blown over by wind. Permanent blankets and wreaths will be permitted in the winter months only, after which time they will be removed by the Village designated employees.
7. In all cases the Village of Bartlett reserves the right to keep the lot clear of artificial materials or any matter that will interfere with the proper upkeep of the cemetery grounds.
8. It shall be the right of the Village of Bartlett to alter avenues and walks, redesign unsold property and to make rules and regulations for the government of the cemetery as it may deem proper for the best interest of the cemetery and lot owners.

MARKERS AND MEMORIALS:

1. Above ground burial vaults are strictly prohibited.
2. Only one (1) grave marker will be permitted on a grave space. No marker may be set to embrace two (2) or more graves except a companion or a family marker, except as explained with cremains above.
3. Marker must be placed in conformance with present markers.
4. No mound will be permitted over a grave, nor will planting of any sort be allowed that will cover or outline the grave, and no coping or enclosure of the grave or lot will be permitted.
5. Organizations wishing to place permanent markers at the graves of a deceased member must obtain the approval of the Village of Bartlett; The Village reserves the right to withdraw its approval if in its judgement the organization is misusing the privilege.
6. Installation of markers shall be made only after receiving authorization from the Village. No foundation will set when frost is on the ground.

PLANTING OF FLOWERS AND ARRANGEMENTS:

1. Lot owners are allowed to plant annual or perennial flowers in an area not to exceed twelve inches (12") in front of the memorial.
2. It shall be the responsibility of the lot owner to weed and maintain flowers planted on the owner's lot.
3. Perennial woody plants, including but not limited to trees, shrubs, evergreens and yews, are strictly prohibited.
4. The Village reserves the right to remove any plantings that become unsightly, diseased, dangerous or that do not conform to the standards set forth in this section.
5. The Village reserves the right to remove any plantings that interfere with a grave opening.
6. Fresh cut flowers are allowed on cemetery lots at any time of year.

7. The Village reserves the right to remove floral arrangements when, in the judgement of the Village, such arrangements become wilted or unsightly.
8. The Village reserves the right to remove floral arrangements for interment services when, in the judgement of the Village, they become unsightly or after the first weekend following the interment service, whichever occurs first.
9. The Village shall not be responsible for any floral arrangements placed on any Cemetery lot.

SEASONAL AND OTHER DECORATIONS:

1. Artificial flowers, wreaths and cemetery blankets are permitted on cemetery lots from November 15th to March 15th.
2. The Village reserves the right to remove any artificial decorations or wreaths left on cemetery lots after March 15th.
3. No more than one (1) bench may be placed upon any one (1) grave, and are only allowed of graves of 48 square feet.
4. Benches installed must be made of granite or concrete and must be placed upon a 4-inch (4") granite or concrete apron with footings not less than 42 inches (42") deep, or to the burial vault.
5. All foundations must be installed by a bench or memorial supplier subject to approval by the Village.
6. No bench or foundation may be installed on any cemetery lot, until said lot is paid for.
7. No bench installed or replaced may exceed 2/3 of the width of the total graves purchased.
8. The Village will remove any bench that becomes dangerous, damaged and which the Village reasonably determines poses a safety hazard to visitors and/or workers. Notwithstanding the foregoing, the Village assumes no liability or responsibility for maintaining and/or repairing any bench located at the cemetery.
9. If a grave has a marker on one end and a bench on the opposite end, and a grave must be opened; the less evasive of the two will be removed for interment. It is up to the lot owner to have it permanently reinstalled.

COLUMBARIUM:

1. The columbarium will have niches designed for single urns.
2. The columbarium niches are for the internment of human cremains only.
3. Niche openings can only be performed by Village employees.
4. At time of purchase of each niche you have option to pay the cost of niche engraving or can pay at time of burial.
5. The cost of engraving the niche cover is the responsibility of the niche owner listed on deed or their family.
6. All engraving will be of a standard design set forth by Village; name of deceased, birth and death date.
7. The niche engraving regulations will be set by the Village; font and letter size.
8. Niches for military members will have a medallion with the name of military branch served.
9. No profanity or offensive language to be used on plaques.
10. No flower arrangements, plants, wreaths, toys or mementos will be allowed to be placed near the columbarium, at any time, except at the time of internment.
11. In the event that the Columbarium requires repair in order to maintain its integrity, the niche owner agrees to permit the temporary removal of any cremains until those repairs are completed. The cremains will be returned to the proper niche by the Cemetery.
12. If cremains must be removed from the columbarium, by the family or an authorized person. A permit must be provided as required by law. A written request must be made to the Village. The request must explain the reason for removal, who is making the request, their relationship to the deceased, the day and time requested for the removal and who will take possession of the cremains at the time of removal. The cost of a vacated niche will not be refunded.

COLUMBARIUM OSSUARY:

1. The ossuary will be a place within the columbarium vault for cremains to be placed inside a felt bag and co-mingled with other cremated remains
2. The ossuary is for the cremains of the human deceased only.
3. Ossuary openings can only be performed by Village employees.
4. At time of purchase of an ossuary, you have the option to pay the engraving costs for the memorial cover or can pay at time of interment.
5. The ossuary memorial cover engraving will be a standard design set forth by the Village; name of deceased, birth and death year.
6. The ossuary memorial cover engraving will be set forth by the Village; font and letter size.
7. No military medallions on the ossuary memorial cover.
8. All ossuary burials are permanent and cannot be disinterred.

PROHIBITED ARTICLES:

Chairs, statues, tables, settees, fences, paver bricks, hedges, wooden or iron markers, stepping stone and glass objects are prohibited. All other objects that pose a safety hazard to visitors or workers are prohibited.

DISCLAIMER OF LIABILITY:

The Village of Bartlett expressly disclaims all liability and/or responsibility for loss or damage from causes beyond its reasonable control, and, especially, from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, acts of terrorism, explosions, unavoidable accidents, invasions, insurrections, riots or order of any military or civil authority, whether the damage be direct or indirect. The Village does not undertake to provide security services for the cemetery grounds.

ADOPTION OF ADDITIONAL RULES AND REGULATIONS AMENDMENT AND/OR REPEAL OF RULES AND REGULATIONS:

As approved by the Village Board, The Village of Bartlett hereby expressly reserves the right to adopt additional rules and regulations, to amend, alter or repeal any rule, regulation, article, section, paragraph or sentence set forth herein at any time.

PRICING:

Any person requiring burial within the Bartlett Cemetery shall be required to pay the following fees prior to or at the interment. Disinterment/removals can also not commence before proper payment is made to the Village of Bartlett.

Village of Bartlett Cemetery Price List	
Plot Purchase Fees:	
Cemetery Plot	\$1,200
Columbarium Purchase Fees:	
Niche	\$1,500
Ossuary	\$700
Columbarium Engraving Fees:	
Niche and Ossuary	\$500
Opening Fees Per:	
Grave	\$1,000
Cremation	\$650
Infant/Child	\$550
Columbarium Niche/Ossuary	\$150
Weekday after 3pm and Saturdays (extra cost)	\$250
*Openings can mean for an internment or disinternment	
*Closed Sundays	
*Closed Holidays (New Years Eve & Day, Christmas Eve & Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving)	



Agenda Item Executive Summary

Item Name Columbarium Purchase for Bartlett Cemetery Committee or Board Board

BUDGET IMPACT

Amount:	\$47,970	Budgeted	\$95,000
List what fund	General Fund		

EXECUTIVE SUMMARY

The Village of Bartlett cemetery has been a part of the village for over a hundred years. In that time, the village has grown exponentially, and has adapted with the needs of the residents. With the approval of the purchase of the columbarium in the Capital Improvement Program, Public Works staff began researching and obtaining prices and proposals from different vendors on columbarium types, which are attached for review. Prices ranged from \$47,970 - \$85,300

Staff felt the one that would fit the needs of the community the best would be the 80 niche Columbaria with Ossuary from American Wilbert Vault Corp. The niches would allow an owner of a niche to place their cremains in the designated area, while the ossuary would be used as a community area for cremains, with the names of the individuals along the black band as an example in the attached photo. A columbarium similar to the photo is located in Batavia Cemetery.

The columbarium will be delivered at \$47,970, lower than the \$95,000 in the CIP budget. Village Staff will be responsible for coordinating the crane rental, foundation excavation and future name inscriptions on the columbarium and ossuary band.

RECOMMENDATION

Staff recommends the purchase of the columbarium from American Wilbert Vault Corp.

ATTACHMENTS (PLEASE LIST)

Memo
Columbarium Proposals

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance

✓ Motion: **MOVE TO APPROVE THE PURCHASE OF AN 80 NICHE COLUMBARIUM WITH OSSUARY FROM AMERICAN WILBERT VAULT CORP.**

Staff: Tyler Isham, Assistant Director of Public Works Date: 5/8/2023

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **Columbarium Purchase for Bartlett Cemetery**
Date: May 8, 2023

The Village of Bartlett cemetery has been a part of the village for over a hundred years. In that time, the village has grown exponentially, and has adapted with the needs of the residents. With the approval of the purchase of the columbarium in the Capital Improvement Program, Public Works Staff began researching and obtaining prices and proposals from different vendors on columbarium types, which are attached for your review. Prices ranged from \$47,970 - \$85,300.

Staff felt the one that would fit the needs of the community the best would be the 80 niche Columbaria with Ossuary from American Wilbert Vault Corp. The niches would allow an owner of a niche to place their cremains in the designated area, while the ossuary would be used as a community area for cremains, with the names of the individuals along the black band as an example in the attached photo. A columbarium similar to the photo is located in Batavia Cemetery.

The columbarium will be delivered at \$47,970, lower than the \$95,000 in the CIP budget. Village Staff will be responsible for coordinating the crane rental, foundation excavation and future name inscriptions on the columbarium and ossuary band.

RECOMMENDATION

Staff recommends the purchase of the columbarium from American Wilbert Vault Corp.

MOTION

MOTION TO APPROVE THE PURCHASE OF AN 80 NICHE COLUMBARIUM WITH OSSUARY FROM AMERICAN WILBERT VAULT CORP.

WHEATON MEMORIALS

MONUMENTS • MARKERS • MAUSOLEUMS

February 3rd, 2023

Proposal- Columbaria

Village of Bartlett

1150 Bittersweet Dr.

Bartlett, IL. 60103

We are pleased to quote on furnishing Columbaria for placement on prepared foundation. Design optional and or to be determined.

Standard Columbaria – Premium building option #3 4 sides 5 tall = 80 double depth option each niche = 12 x 12 x 14 = \$ 85,300.00 each.

- Premium Barre Grey Granite building with 80 niches/ each.
- Premium impala black niche fronts (shutters) + 4 extra to switch out as needed.
- Aluminum interior –aircraft grade- riveted and screwed together- along with the rosettes appearing in rendering.
- Delivery is generally approximately 13 months; however, our goal is fall of this year, or as soon as possible. Weather and unforeseen delays may be a factor.

Payment terms

40% is due at time of signing.

40% is due upon completion of fabrications at the quarry.

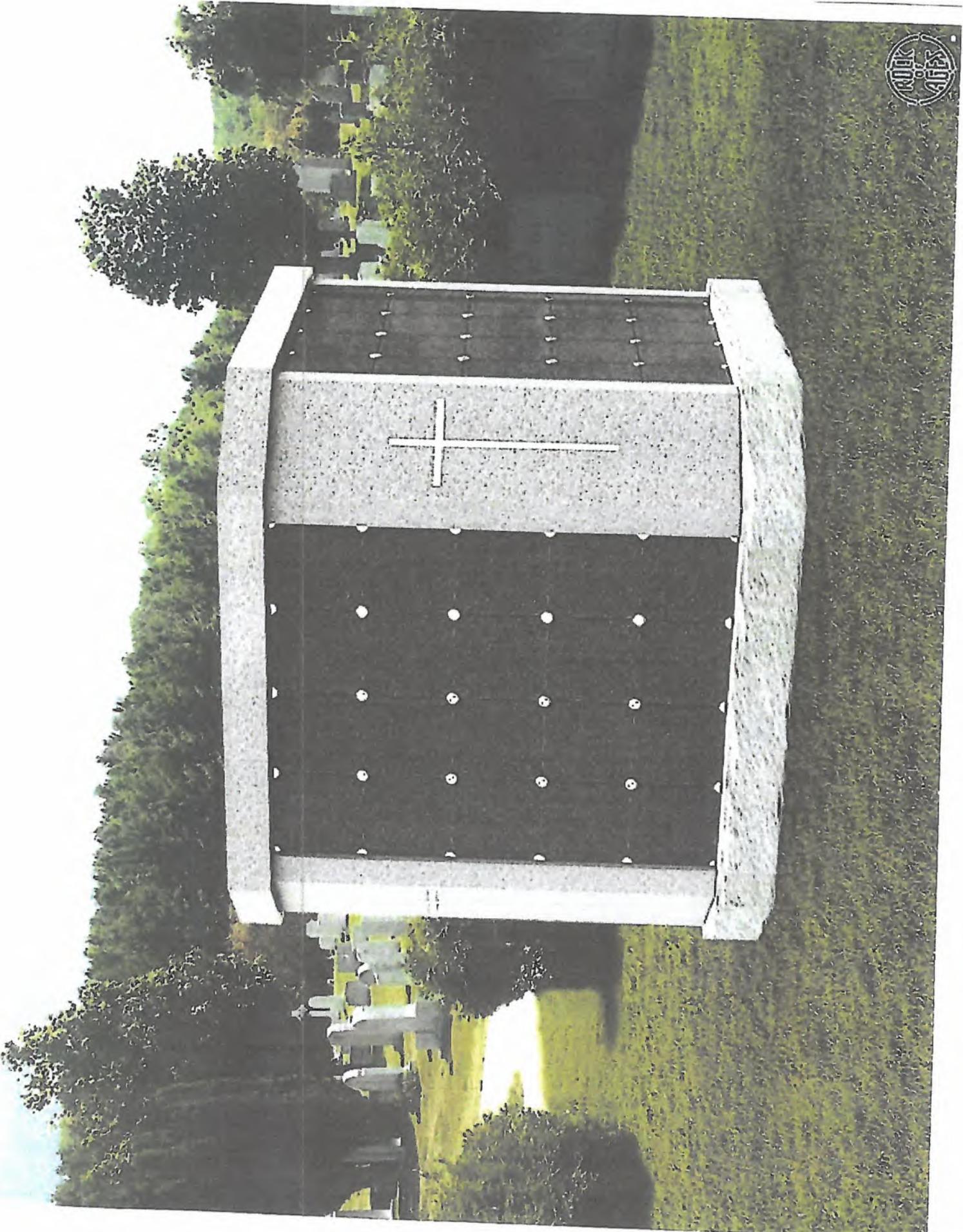
The balance is due within 10 days of installation.

Our relationship with "Rock of Ages", the most recognized manufacturer of columbarium and Mausoleums in the country, will ensure superior quality and craftsmanship. The quarry will provide a perpetual warranty on the columbaria.

The pricing includes the columbaria and delivery to the prepared foundations. Additional costs including the foundation, crane rental, etc. are the responsibility of the purchaser. We would be pleased to assist in an advisory capacity with any on these ancillary projects.

Over 100 Years of Experience

404 S. Main Wheaton, IL 60187 (630) 653-0066 Fax: (630) 653-8962





COLDSPRING

Name: Village of Bartlett Cemetery

Date: 3/6/2023

Address: 610 W. North Ave
Bartlett, IL

Phone: _____

Fax: _____

Email: MWarmus@bartlett.il.gov

Attn: Milke Warmus

No of Pages: _____

Ref: 1024827

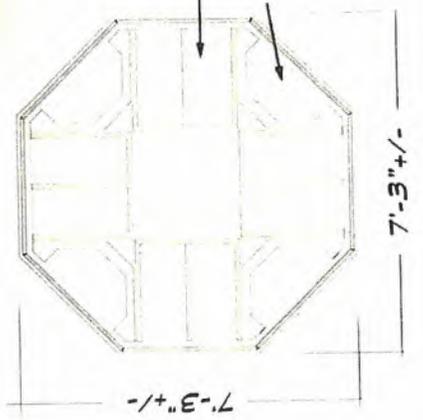
Project Name: Village of Bartlett Columbarium

Project Location: Bartlett, IL

PRELIMINARY BUDGET PRICING

5 High Octagon Columbarium
 40 Double-Depth Niches, 20 Side-by-Side Companion Niches
 120 Total Urn Spaces
 Polished Carnelian Fronts- Narrow Range
 Polished Rockville White Trim - Full Range
 INCLUDES center granite support
 INCLUDES Pre-Drilling
 INCLUDES Freight to Bartlett, IL
 INCLUDES Setting
 INCLUDES Foundation
 EXCLUDES Soil borings
 EXCLUDES Carving and Lettering
 EXCLUDES Permits and Stamped Engineered Drawings
 Price valid for 30 Days
PRICE: \$60,987

Submitted By: Garrett Wilson (13546)



5-HIGH OCTAGON COLUMBARIUM

Pre-Assembled Columbarium with Concrete Niches
40 Double Depth Companion
20 Side-by-Side Companion or 40 Single
Height: 6'- 8 1/4"

Double Depth Companion
Single or Side-by-Side Companion

Bartlett Cemetery

Custom 80 Niche Columbaria with Community Area

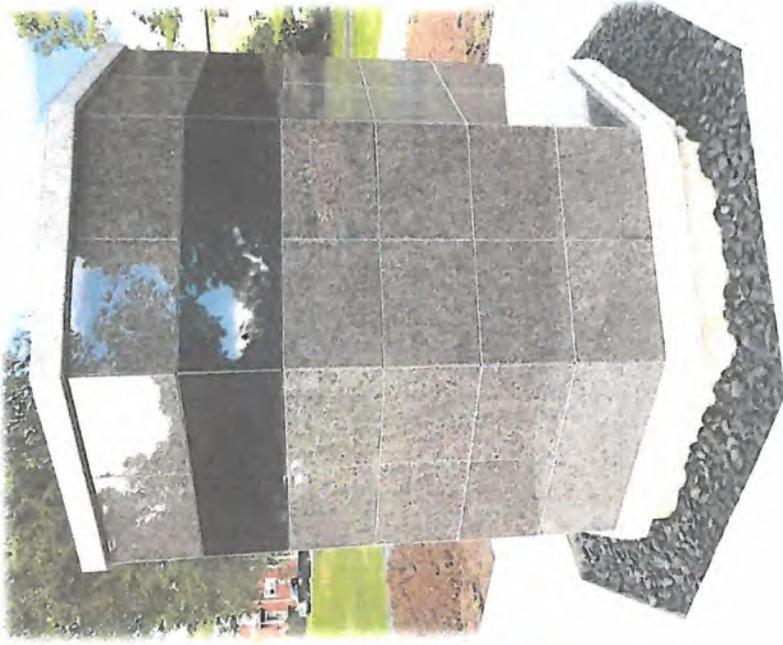


Image of a similar columbaria

Price: \$47,970

Maple Cabinet, Maple Interior Shutters, Mahogany Exterior Shutters and Black Memory Band

80 Individual Niches – 12" tall, 12" deep, 12" front tapered to 7 1/2" rear

Exterior shutter affixed using hidden hardware

Community Area for 205 adult placements accessed through Memory Band

Dimensions: 72 5/8" Width, 85 1/2" High



American Wilbert Vault Corp
Cemetery Granite Program exclusively by Memorial Monuments





Bartlett Cemetery

Expectations/Responsibilities

Our responsibility:

- Delivery of a high-quality Cemetery Granite Products
- Unpack Cemetery Granite Product and dispose of its packing materials
- Manage setting the Cemetery Granite Product onto its concrete foundation
- Unpack and install shutters onto Cemetery Granite Product
- Grout installed columbarium to concrete foundation
- Explain and demonstrate the proper use of suction cups
- Explain and demonstrate the proper installation and removal of shutters

Your responsibility:

To ready the site including the pouring of a concrete foundation (drawing attached), landscaping, crane rental costs and access for an unimpeded delivery by semi-trailer truck.

- ✓ Product pricing built new to your color specifications
- ✓ Refer to each quote for product detail and pricing
- ✓ Sketches can be made and submitted for approval when the order has been placed

Additional costs not included in the columbarium price:

- Foundation excavation, framing and concrete pouring
- Crane rental (if needed)
- Statuaries or other added components
- Sandblasting features/names on installed unit

Terms

- ✓ Columbarium product is fabricated overseas and delivery includes all transportation costs and fees to ship the product from manufacturer to site.
- ✓ Each columbarium unit is covered by a Limited Lifetime Warranty through Memorial Monuments, in partnership with Wilbert Funeral Services, Inc.
- ✓ Wilbert Funeral Services, Inc. asserts that no child labor was used in the production of Memorial Monuments Granite products imported from China.
- ✓ Payment terms for this project are net upon installation; a 50% deposit is required upon placement of order.
- ✓ Quote issued 4/5/2023 and granite price is valid while product remains available or 5/4/2023
- ✓ Ready built granite mausoleum delivered within 30 days of order placement (foundation cure time).
- ✓ Custom columbaria are manufactured overseas and delivery may be greater than 180 days

American Wilbert Vault Corp
Cemetery Granite Program exclusively by Memorial Monuments





Agenda Item Executive Summary

Item Name Golf Cart GPS

Committee
or Board Board

BUDGET IMPACT

Amount: \$29,640

Budgeted \$30,000

List what
fund

EXECUTIVE SUMMARY

Funding for a golf cart GPS system was approved with the passage of the FY 2024 budget. This system would be installed on the fleet of 76 carts at the Bartlett Hills Golf Course this summer, adding efficiencies and some potential revenue generating capabilities. The golf cart GPS system has several features to improve the golfing experience and it will go a long way to improving our staff efficiencies and help protect the course during rain spells. The Club Car GPS agreement would cover a 48-month term. Any software updates to improve the system are included in the contract. Staff did not go out for RFP for this project due to this system being made specifically to sync with our Club Car Carts. Each cart maker has their own system to sync with their carts so an RFP is not suitable for this technology.

ATTACHMENTS (PLEASE LIST)

Staff Memo Dated: 5/4/23

Resolution

Equipment Rental Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2023-_____ A Resolution Approving Agreements between the Village of Bartlett and Club Car, LLC.

Staff: Scott Skrycki, Assistant Village Administrator

Date: 05/03/2023

Memorandum

To: Paula Schumacher, Village Administrator
From: Scott Skrycki, Assistant Village Administrator
Date: 05/03/2023
Re: Club Cart GPS

Funding for a Club Cart GPS system was approved with the passage of the FY 2024 budget. This system would be installed on the fleet of 76 carts at Bartlett Hills Golf Course this summer, adding efficiencies and revenue generating capabilities. This system will cost \$29,640 per year and be paid by a slight increase to fees, marginal reduction in on course staff, as well as the soft costs of protecting turf during inclement weather. Golf carts GPS systems are becoming more prevalent each year. A staff survey indicated more than half of the local competition has some form of GPS for their patrons.

The Club Cart GPS system has several features to improve the golfing experience as well. They include an electronic scorecard system, distance to pin, tee shot distances, weather alerts and the ability to order food and beverages. These systems add nice bonus features, in addition to serving to decrease the guess work a golfer has to determine correct club to use and improves the ordering experience for food and beverages.

Not only is the food and beverage experience improved for the golfer, but it is anticipated to boost sales as well. The golfer will be able to communicate food and beverage needs quicker. The GPS system will go a long way to improving our staff efficiencies as well, and help protect the course during rain spells. For example, the GPS system will allow staff to place a geo fence around the greens or tee boxes to keep carts off those areas. If a cart enters the geo fenced area it will automatically cut the power to the cart. This will also help protect the course on days that are determined to be cart path only. The entire fairway can be geo fenced, eliminating the ability to drive on it. Same for areas marked "ground under repair".

At the club house there will be a computer where all carts are shown on an overhead view of the course to help reduce pace of play issues as well. No longer will staff have to rely solely on a ranger driving around the course to monitor pace of play or cart path only rules etc. This technology will allow our staff to send a message directly to the cart patrons. The Club Cart GPS agreement would cover a 48 months term. Any software updates to improve the system are included in the contract. Staff did not go out for RFP for this project due to this system being made specifically to sync with our Club Cart Carts. Each cart maker has their own system to sync with their carts so an RFP is not advised for this project.

Motion

I move to approve Resolution 2023-_____ A Resolution Approving the Equipment Rental Agreement Between the Village of Bartlett and Club Car, LLC.

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING AGREEMENTS
BETWEEN THE VILLAGE OF BARTLETT AND CLUB CAR, LLC**

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

SECTION ONE: The Equipment Rental Agreement and the License and Service Agreement between the Village of Bartlett and Club Car, LLC, (the "Agreements"), copies of which are appended hereto and expressly incorporated herein by this reference, are hereby approved.

SECTION TWO: That the Village Administrator is hereby authorized and directed to sign the Agreements on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna 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 2023 - _____ enacted on May 16, 2023, and approved on May 16, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

CLUB CAR CONNECT™ License and Service Agreement
Shark Experience (Rental)



Issued Date: May 3, 2023

Customer Information				
Full Legal Name ("Customer") Village of Bartlett			Course Name (the "Golf Course") Bartlett Hills Golf Club	
Equipment Location/ City/ County/ State/ Zip 800 West Oneida Avenue, Bartlett, IL 60103			Type of Organization Municipality	
Billing Address/ City/ County/ State/ Zip (if different)			Organization Jurisdiction Illinois	
Billing Contact Name Phil Lenz		Title Head Golf Professional	Billing Email: plenz@bartlett.il.gov Phone: (630) 837-2741	Tax Identification Number E 999 81051
Course/Golf Car Information				
# Holes 18	Golf Car Make/Model Club Car Tempo - gas		Total Number Vehicles Installed: 76	
Software Selections				
	Description	Units	Price/Unit	Monthly
<input checked="" type="checkbox"/>	10" LCD Touchscreen with Integrated Speakers, Standard Connectivity and Golfer Experience Modules	76	\$65.00	\$4,940.00
	Shark Experience: Bluetooth pairing and Shark features. Refer to the Shark Experience Rider for details.	76	\$0.00	\$0.00
Fleet Management (Refer to Exhibit A for details):				
<input checked="" type="checkbox"/>	Connected™ Car Control Module	76		Included
<input checked="" type="checkbox"/>	Connected™ Car Tracking Module	76		Included
Total Payment per Month USD (plus tax):				\$4,940.00**
<input checked="" type="checkbox"/> Indicates selected items. (**Refer to Exhibit C for Payment Schedule)				
ALL PAYMENTS ARE PAID SEPARATELY TO CLUB CAR AND ARE NOT PART OF THE GOLF CAR PAYMENT.				
TERMS AND CONDITIONS				
<p>1. <u>Visage Software</u>. Customer shall rent the Visage System and license the Visage Software (defined below), specifically the Shark Experience and Modules selected above, for the Minimum License Term (defined below). The Club Car Connect golf cars listed above (the "Golf Cars") come standard with the Visage GPS units, integrated speakers and Shark Experience (the "System"). Additional Fleet Management features (described herein) are available for subscription.</p> <p>2. <u>Term</u>. The term of this Agreement shall commence on the Effective Date and run for a term of forty-eight (48) months (the "Minimum License Term") from the "Date of Delivery" (the date Customer's Golf Cars are delivered to its golf course facility, or, in the event that the System is delivered after delivery of the Golf Cars, the date Customer accepts delivery of the System). At the conclusion of the Minimum License Term, this Agreement will continue for additional one month terms unless terminated by either party (the Minimum License Term together with any extensions hereto shall be referred to as the "Term").</p>				
SEE THE FOLLOWING PAGES FOR ADDITIONAL TERMS AND CONDITIONS				
THIS AGREEMENT, EFFECTIVE AS OF THE DATE BELOW, IS BY AND BETWEEN CCL AND CUSTOMER AND IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THIS AND THE FOLLOWING PAGES, WHICH PERTAIN TO THIS AGREEMENT AND WHICH CUSTOMER ACKNOWLEDGES HAVING READ. THIS AGREEMENT IS NON-BINDING UNTIL ACCEPTED BY CCL. CUSTOMER CERTIFIES ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT, INCLUDING CUSTOMER'S AUTHORITY HAVE BEEN FULFILLED. ACCEPTANCE OF THIS AGREEMENT IS SUBJECT TO FINANCIAL QUALIFICATION AND CREDITWORTHINESS OF CUSTOMER. THIS AGREEMENT SHALL EXPIRE AND BE OF NO FORCE AND EFFECT IF NOT EXECUTED BY BOTH PARTIES WITHIN 30 DAYS AFTER THE ISSUED DATE ABOVE.				
Club Car, LLC ("CCL") 1074 N. Orange Ave., Sarasota, Florida, 34236			CUSTOMER Village of Bartlett	
Authorized Signatory X			Authorized Signatory X	
Print Name and Title		Effective Date	Print Name and Title	
			Date	

(Club Car Connect License and Service Agreement Terms and Conditions continued)

3. Payments. Customer shall make all Payments stated in this Agreement in advance beginning on the Date of Delivery. If the Date of Delivery is between the 1st and 15th day of the month, all Payments will be due on the 15th day of each month. If the Date of Delivery is between the 16th and the last day of the month, all Payments will be due on the 1st day of each month. All amounts payable under this Agreement are payable at CCL's address above or at such other address as CCL may specify in writing from time to time. Time is of the essence for all obligations arising hereunder.
4. Data. Data collected by the Visage Software and the Shark Experience is the property of CCL and is shared with channel partners to enhance CCL's product offerings. Data is also shared with Shark Experience sponsors and advertisers to support the Shark Experience offering. Data regarding end users (i.e., golfers) will be shared with Customer at Customer's request. Customer agrees to: (i) implement sufficient privacy controls to protect such data; (ii) only use such data for its own purposes; and (iii) not sell or provide any such data to third parties.
5. Taxes. All payments made under this Agreement shall be net to CCL. Customer shall pay all taxes, tax pass along, assessments, and any sales, use, personal property, privilege, value-added taxes, import duties, excise taxes and import brokerage fees incurred in connection with the Visage Software, and if applicable, the Shark Experience, the Golf Cars or otherwise with respect to this Agreement. If tax-exempt, Customer agrees to provide satisfactory evidence of exemption.
6. Ownership. CCL is the owner and has title to the System. The only right, title or interest Customer shall have in the System shall be under the terms of this Agreement. This is a rental of personal property and Customer agrees to do everything necessary or reasonably requested by CCL to ensure that the System shall be considered and remain personal property. Customer shall, at its own expense, keep the System free and clear of all liens, charges, claims and other encumbrances. CCL may encumber, sell, lease, or otherwise finance the System, although such actions will not relieve CCL of its obligations under this Agreement. Customer agrees to execute and deliver from time to time as requested any document necessary or desirable to evidence CCL's or its assigns ownership of and all rights to the System. CCL or its assigns may, upon notice to Customer, enter onto Customer's property and remove the System following the termination of this Agreement or at any other time authorized by this Agreement or by law. Without limiting the generality of the foregoing, to secure Customer's payments under this Agreement, Customer agrees to give CCL a security interest in the System and all additions, attachments, updates, accessories and substitutions to it. Customer agrees to any assignment of that security interest.
7. Customer Responsibilities. Customer hereby agrees to the following responsibilities as a part of this Agreement:
 - 7.1. Customer agrees to store safely and properly secure the System in a reasonably safe area protected from the weather when not in use.
 - 7.2. Customer shall not install software unauthorized by CCL on the System.
 - 7.3. Customer assumes responsibility for all risk of loss to the System and all of its components from the time any of the components arrive at the Customer's premises. Customer shall procure "All Risk" property loss (personal business property & equipment) and general public liability insurance covering the system and its use and shall name Club Car, LLC and its assigns as additional named insured and loss payee. Customer shall provide CCL with certificates or other evidence of insurance, acceptable to CCL, before this Agreement Term begins.
 - 7.4. Customer shall use the System in accordance with all applicable laws, statutes, rules, and regulations ("Laws") pertaining to operation and use of the System or the Golf Cars and is responsible for ensuring compliance with Laws during the Term (and any extensions) of this License Agreement.
 - 7.5. If requested, Customer will reasonably cause third-parties to execute any leasehold or other waivers regarding the attachment of the System components to any vehicle, or other attachment to property.
 - 7.6. At the termination of this Agreement, in case of default, if not extended, or otherwise modified, Customer agrees to provide CCL with reasonable access to Customer's facility for removal of the System. Customer shall be responsible for repair or replacement of any damaged or missing System components.
8. Maintenance Service. CCL shall provide service based on the Service Terms and Conditions, set forth in Exhibit B, for a period beginning with the Date of Delivery and ending at the conclusion of the Term.
9. Software License. Customer understands that CCL does not sell its software. For the Term, CCL grants Customer a limited nontransferable, non-exclusive license to use the Visage Software and the Shark Experience only in conjunction with the System and only as expressly authorized in this Agreement. "Visage Software" means system software included with the System provided to Customer and the features selected by or provided to Customer hereunder. Customer shall (i) hold Visage Software and the Shark Experience in confidence and not disclose it to anyone other than its employees and consultants who require disclosure in connection with

Customer's use of the Visage Software and Shark Experience and who are subject to confidentiality obligations in substance at least as strict as these, (ii) not print, copy, modify, translate, alter, reverse compile, decompile or reverse engineer Visage Software or the Shark Experience, (iii) not remove any Club Car or Verizon copyright, trademark or other proprietary notice from Visage Software or the Shark Experience and shall reproduce all such notices on copies made by Customer, (iv) not transfer Visage Software or the Shark Experience or assign any license or rights regarding the Visage Software or Shark Experience; (v) not permit unauthorized access to Shark Experience or interfere with security technologies employed by Shark Experience to prevent unauthorized access; and (vi) use content made available through Shark Experience in any manner that constitutes an infringement of third party intellectual property rights, including under U.S. copyright law.

10. Delinquency Charges. Payments not paid by 10 days after the Payment due date are subject to a late payment fee of five percent (5%) of the Payment amount, or the maximum percentage allowed under applicable laws, whichever is less. Should any fee paid by Customer under this Agreement result in interest in excess of the maximum lawful rate, then such excess shall be automatically credited to Customer.

11. Events of Default and Remedies.

11.1. In the event that Customer violates any provision of this Agreement (including non-payment) and such violation continues for a period of at least twenty (20) days after notice in writing of such default from CCL, Customer shall be deemed to be in default and CCL may (at its sole election), in addition to any other legal or equitable remedy permitted by law:

11.1.1. disable or remove the System;

11.1.2. terminate this Agreement and Customer's rights herein and retain any and all prior payments paid to CCL by Customer ("Termination").

11.1.3. In the event of termination of this Agreement, whether due to an Event of Default or otherwise, if Customer does not allow CCL onto the Golf Course to de-install the System as required by 7.6 above, and does not otherwise make the System available to CCL to de-install, in addition to any other rights or remedies available to CCL, Customer shall pay to CCL any and all costs incurred by CCL in collecting its System and any other amounts due to CCL, including without limitation all legal fees and costs, whether or not suit is commenced, and further, in addition to the foregoing, Customer will pay the full monthly payment multiplied by 1.5 for each and every month after termination hereof that CCL is without possession of the System.

11.1.4. This Section 11.1, without limitation, shall survive termination of this Agreement.

11.2. In addition to the other events of default under this Agreement, either party shall be in default if (i) a petition in bankruptcy is filed by either party; (ii) if a petition in bankruptcy is filed against either party and is not dismissed within 30 days of the date it is filed; or (iii) if a party has a receiver appointed or makes an assignment for benefit of creditors.

12. Assignment. Customer acknowledges that CCL may assign to a successor all or any part of its right, title and interest in this Agreement and hereby consents to such assignments. In case of such assignment, Customer agrees to continue to perform all of its obligations under this Agreement.

13. Notice. All notices required, permitted or given in accordance with the provisions of this Agreement shall be in writing, and either hand-delivered or delivered by recognized overnight courier to the offices listed in the first paragraph of this Agreement or such other address as either party may designate by notice as specified in this section.

14. Warranty; Disclaimer; Limitation of Liability.

14.1. Provided that the System is maintained properly pursuant to Customer's obligations under this Agreement, CCL warrants that the installed System will provide distance measurements within established performance parameters pertaining to System components when the System is operated under conditions that are typically encountered on a golf course, specifically but without limitation: clear access to satellites and reasonably clear weather with temperatures between 32°F and 120°F. Customer acknowledges that GPS-produced distances are subject to a margin of error. Customer further acknowledges that terrain and topography affect the margin of error on a particular GPS receiver and that the margin of error may be increased under certain topographical conditions. WARRANTIES CONTAINED IN THIS SECTION 14 ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE GOVERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIMITED WARRANTY PROVISIONS SHALL BE CCL'S SOLE LIABILITY WITH REGARD TO THE SYSTEM. CCL SHALL, IN NO EVENT, BE LIABLE FOR DAMAGES, FOR LOSS OF PROFIT, GOODWILL, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE SUFFERED BY CUSTOMER OR ITS CUSTOMERS AS A RESULT OF THE USE OF THE SYSTEM RENTED UNDER THIS AGREEMENT, EVEN IF DAMAGES COULD HAVE BEEN FORESEEN AND WHETHER OR NOT

CCL HAS BEEN APPRISED BY CUSTOMER OR ITS CUSTOMERS FOR THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S EXCLUSIVE REMEDY UNDER THE LIMITED WARRANTY PROVISIONS SHALL BE LIMITED TO, AT CCL'S OPTION, REPAIR, PERFORMANCE, ADJUSTMENT AND/OR REPLACEMENT, OR ANY COMBINATION THEREOF IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OR COST OF SERVICES PROVIDED, AS REASONABLY DETERMINED BY CCL, PROVIDED, HOWEVER, THAT CCL HAS RECEIVED WRITTEN NOTICE OF ANY SUCH WARRANTY CLAIM, SPECIFYING THE NATURE THEREOF, WITHIN THE APPLICABLE WARRANTY PERIOD. THESE WARRANTIES ARE MADE ONLY TO CUSTOMER AND ARE NOT TRANSFERABLE TO ANY OTHER PERSON OR ENTITY. ALL WARRANTY CLAIMS MUST BE MADE BY AN AUTHORIZED REPRESENTATIVE OR AGENT OF CUSTOMER. EXCEPT AS OTHERWISE PROVIDED HEREIN, CCL SHALL NOT BE LIABLE TO CUSTOMER, OR ANY OTHER PERSON OR ENTITY, FOR ANY CLAIM OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE FURNISHING OF MATERIAL AND SERVICE SOLD HEREUNDER UPON WHICH ANY CLAIM OF WARRANTY LIABILITY IS BASED.

- 14.2. CCL MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE WIRELESS SERVICE PROVIDED BY VERIZON WIRELESS.
- 14.3. CCL WILL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER:
 - 14.3.1. FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (i) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING WIRELESS SERVICE; OR (ii) FAILURES OR DEFECTS IN THE VERIZON WIRELESS NETWORK OR SYSTEMS.
 - 14.3.2. FOR CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING USE OR INABILITY TO USE THE SHARK EXPERIENCE, THE WIRELESS SERVICE OR EQUIPMENT, RELIANCE ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE WIRELESS SERVICE OR EQUIPMENT, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
- 14.4. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, ANY END USER, OR ANY OF THEIR RESPECTIVE EMPLOYEES OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.
- 14.5. ALL LIMITATIONS OF LIABILITY AND DISCLAIMERS STATED IN THIS AGREEMENT ALSO APPLY TO CCL'S THIRD PARTY LICENSORS, PROVIDERS, PARTNERS, AND SUPPLIERS AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.
15. General. This Agreement, together with the exhibits and schedules referred to in it, constitutes the entire agreement between the parties pertaining to the within subject matter and supersedes any prior understandings oral or written. This Agreement may not be varied, modified, or amended except in writing signed by the parties. Waiver by either party of any breach or violation or default of any provision of this Agreement will not operate as a waiver of such provision or of any subsequent breach or violation or any default. The failure or refusal of any party to exercise any right or remedy shall not be deemed to be a waiver or abandonment of any right or remedy. If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable. The headings in the Agreement are for convenience of reference only and do not constitute a part of it. The headings do not affect its interpretation. This Agreement shall be governed by and construed in accordance with the procedural and substantive laws of the State of Georgia. This Agreement may be executed by facsimile and/or electronic signature. The parties agree that this Agreement was fully negotiated by the parties; therefore, no provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision. All work performed by CCL in connection with the services to be performed under this Agreement shall be performed by CCL as an independent contractor and not as the agent of Customer. CCL may subcontract any or all of the work to be performed under this Agreement but shall retain full responsibility for the work so subcontracted.

Shark Experience Rider

This Agreement includes a no-cost subscription to the Shark Experience. The Shark Experience will have sponsored content (as detailed below). Also, there may be paid advertising within the media content. Customer acknowledges and agrees Customer's ability to display marketing or advertising on the Visage System will be limited to 6 display opportunities per 18 holes (3 per 9 holes). Such displays will be limited to internal promotions at the Golf Course and shall not promote the good or services of any third party. Club Car and GN Media each reserve the rights to revise the Shark Experience and Visage Software such that features and/or content are added or removed at their sole discretion and any such revisions shall not be deemed a breach of this Agreement.

Definitions

1. "Shark Experience" means a multi-faceted application developed by GN Media and delivered by the Visage display unit on CLUB CAR® golf cars to engage and entertain golfers during a round of golf, and which includes Media Services.
2. "Media Services" means, without limitation, cached video and streaming audio content, providing radio broadcasts of live sports, breaking news and sports updates, shows, golf tips, music, and sports scores.
3. "Shark Experience" means enabling the respective features (as defined below) for all connected Golf Cars at the course to receive the Shark Experience.

Shark Experience Package

<ul style="list-style-type: none">• Bluetooth Pairing,• Sports Ticker & Stats,• Weather Temp,	<ul style="list-style-type: none">• Entertaining Videos,• Streaming Radio,	<ul style="list-style-type: none">• Greg Norman Golf Tips.
---	---	--

Sponsored Content will be included in multiple areas of the Shark User Interface:

Shark HOME page (rotating carousel and banner ads)

Shark GOLF Page (rotating vertical 1/6th page ads)

Shark MUSIC Page (rotating banner ads)

EXHIBIT A

Fleet Management Modules

The Club Car Connect golf car with Shark Experience comes standard with the Visage System, the Standard Connectivity and Golfer Experience Modules. Refer to page 1 for Fleet Management features included in the Agreement, additional features are available for subscription.

Standard Connectivity Module:

<ul style="list-style-type: none"> • Battery status indicator and vehicle “on charge” display, • Vehicle status – on-charge, • Service notifications – battery levels and faults, • Odometer (miles, hours & amp hours), • Serial number and model year, 	<ul style="list-style-type: none"> • Broadcast messaging such as promotions, weather alerts, • Electronic info holder with players’ names and messaging, 	<ul style="list-style-type: none"> • Electronic scorecard: Request email or print at end-of-round, • Email address report.
---	--	--

Connected™ Car Tracking Module:

<ul style="list-style-type: none"> • Real-time position of vehicles and equipment, • Find car – current or last known location (worldwide), • Vehicle drive history, • Pace-of-play tracking, 	<ul style="list-style-type: none"> • Pace notifications, • Pace-of-play reporting, • Marshal car mode to include messaging to marshal, • Rounds played reporting. 	<ul style="list-style-type: none"> • Pop-up notifications- pace-of-play, • Real-time messaging to and from clubhouse, • Message logs.
---	---	--

Connected™ Car Control Module:

<ul style="list-style-type: none"> • Fleet lockdown, • Vehicle staging, • Max speed setting (Electric car only), • Action zone control: <ul style="list-style-type: none"> ○ Gas cars – stop/reverse, ○ Electric cars - stop/reverse and variable speed control, 	<ul style="list-style-type: none"> • Action zone messaging, • Geofence, • Anti-tamper, • Vehicle grouping by department, vehicle type, membership, marshal, etc., 	<ul style="list-style-type: none"> • Pop-up notifications – action zone violation, • Car path only, • Visual notification – vehicle speed change or action zone violations.
---	---	--

Golfer Experience Module:

<ul style="list-style-type: none"> • Dynamic distances to pins and points of interest, • Touch screen for distance, • Tee shot distance, 	<ul style="list-style-type: none"> • Blind tee shot, • Pin placement manager, • Food & Beverage Ordering. 	
---	--	--

<p>Tournament Connect:</p> <ul style="list-style-type: none"> • Provides interface to leading Tournament Management providers. 		
--	--	--

VISAGE AdMan (Ad Manager) :

<p>Shark Experience:</p> <ul style="list-style-type: none"> • <i>Limited to 6 display opportunities as defined on the Shark Experience Rider.</i> 		
---	--	--

EXHIBIT B

Service Terms and Conditions

1. Scope of Service.
 - 1.1. **Defective Components.** CCL shall provide maintenance service as provided for in paragraph 2.3 and 2.4 below, at its expense, to repair, modify or replace the Visage GPS system (inclusive of the Software, the "System") components, as necessary that are defective in workmanship ("Service"). CCL does not warrant that the operation of the System shall be uninterrupted or completely error-free.
 - 1.2. **Exclusions.** Service shall not include, and CCL shall not be liable for any interruption in service, delay in the delivery, or disruption of performance of the System resulting from: (1) maintenance, repair or replacement of parts damaged or failing to operate due to acts of God, including without limit storms, atmospheric disturbances, lightning, fire, hail, and flood; acts of government, including war; catastrophes, accident, neglect, misuse, failure of satellites, failure of electrical power, fault or negligence of Customer, causes external to the System or from any other cause beyond the control of CCL; (2) service and repair of accessories, attachments, or any other devices that are not part of the System; (3) changes, modifications or alterations in or to the System required due to new construction or changes to the golf course or facilities; (4) graphical changes after acceptance of the System, (5) software damage caused by unauthorized use.
2. Customer Responsibilities
 - 2.1. **Problem Notification.** Customer agrees to promptly notify Customer Support in the event of any System or component failure and provide diagnostic assistance to support CCL's service efforts.
 - 2.2. **To Contact Customer Support.** Customer shall have reasonable access to Customer Support during business hours. Customer Support provides user support, troubleshooting, and diagnostic assistance and is Customer's point of contact for reporting system problems or requesting service.
 - a. For all routine requests and status inquiries, contact Customer Support via email to sar-cams@clubcar.com.
 - b. To report emergency or critical system issues, contact Customer Support by calling the toll-free Customer Support line at 888-575-2901.
 - 2.3. **Component Replacement.** Customer agrees to perform the task of changing out replacement components provided by CCL. Customer will be billed for repair or replacement of returned components that have been damaged.
 - 2.4. **RMA request for defective components.** A Return Materials Authorization number (RMA) is required for the return of any defective component. To obtain an RMA, Customer must contact the Customer Support center at 888-575-2901. If Customer Support determines that the component must be returned for repair, Customer Support will issue an RMA. Customer is then responsible for properly following procedures for returning components as instructed by Customer Support. Any request for special handling such as expedited repair, overnight return delivery, or non-business day delivery may be subject to additional charges billable to Customer. Customer agrees to pay for shipment of components returned to CCL. CCL agrees to pay for return shipment to Customer.
 - 2.5. An **unrestricted broadband internet connection at each location on the Golf Course that needs access to the Visage System (including F&B order fulfillment)** for the duration of this Agreement for System installation, monitoring and maintenance service. The internet connection must provide the following minimum speeds:

	Minimum	120 carts or more	160 carts or more
Download speed (Mbit/sec):	1.5	2.25	3.0
Upload speed (Mbit/sec):	0.5	0.75	1.0
 - 2.6. Battery power to the Golf Car-mounted units at all times, and Customer agrees to allow power to be drawn for wi-fi access points and other System equipment as needed.

3. Definition of Service Elements

- 3.1. Remote Diagnostics. CCL accesses the course System via the Internet to perform system diagnostics, remote health monitoring or specific troubleshooting procedures to detect, identify or correct failures.
- 3.2. Software Updates and Enhancements. CCL shall provide software maintenance for the System Software. Software maintenance provides for bug fixes, patches, corrections, updates and enhancements as available. Software updates do not include new software features or hardware product offerings that are sold separately.
- 3.3. On-site Service. If a problem cannot be resolved through telephone support or by shipping a replacement component, CCL may dispatch a technician to Customer's site to address the problem. On-site services including labor, materials, and reasonable travel expenses are chargeable for site visits that result from problems excluded from Service (defined in section 1.2 above). Customer agrees to provide reasonable access to on-site facilities to CCL, Verizon or its agents to address system performance problems and enhancements as required.
- 4. Force Majeure. CCL shall not be liable for any interruption in service, delay in the delivery, or disruption of performance of the System resulting from any cause beyond its reasonable control or caused by acts of God, acts of Customer, acts of civil or military authorities, fires, strikes, floods, epidemics, governmental rules or regulations, war, riot, delays in transportation, or shortages.
- 5. Pricing of Additional Services. Services not covered under these Service Terms and Conditions or that may be requested from time to time are available according to the prices and terms below. All prices and terms for additional services are subject to change. For orders up to US\$1,500, CCL will provide services upon receipt and confirmation of the order. Payment will be due upon delivery of services. For orders of US\$1,500 or more, CCL requires a signed purchase order or a deposit payment equal to 50% of the order price with the final payment due upon delivery of services. CCL at its sole discretion reserves the right to hold orders for accounts that have outstanding payables beyond terms. Scheduling of services depends on material lead-times and the backlog of service orders at the time of order confirmation.

Description

Prices (USD)

Graphical Changes

\$65 / half hour

Mapping Changes

\$65 / half hour plus travel and expenses at reasonable cost

Graphics Media
(Raw data files for Customer's use)

3D Video Flyovers: \$1,000/14-hole set; \$500/ additional 7-hole set
2D Hole Images: \$500/18-hole set; \$250/ additional 9-hole set
2D VCC Course Map: \$200

On-site service for items not covered under Service (due to external causes or at customer's request for additional services)

\$400 per half day on site plus \$40 per hour travel time to and from site plus travel and expenses at reasonable cost; plus, any applicable material charges.

Repair of GPS unit for damage not covered under Service

Level 1: \$100 - Damage to exterior plastic housing. Does not include damage to the touch screen or LCD display,
Level 2: \$200 - Broken or cracked touch screen or LCD display,
Level 3: Complete loss including water damage or damage to internal components.

Replace with refurbished VDU \$600
Replace with new VDU \$800

Fleet Replacement Like-to-Like car changeover; (i.e. Club Car Tempo electric to Club Car Tempo electric which requires no additional or replacement mounting hardware), Customer may select option a or b (90 days advance notice required):

- a- By Customer (2-3 people) + 1 CCL employee \$20/unit plus travel and expenses at reasonable cost
- b- By CCL (2-3 people) on-site \$42/unit plus travel and expenses at reasonable cost

Fleet Replacement different type cars (90 days advance notice required):

Quoted on case by case basis

EXHIBIT C

Visage License and Service Agreement – Seasonal Payments

Payments shall commence upon the Date of Delivery and continue for the Term according to a 6on/6off seasonal schedule. Payments are due in **May, June, July, August, September, and October**, no payments are due in November, December, January, February, March, and April.

Insurance Instructions

Customer: Bartlett Hills Golf Club

Equipment Location: 800 West Oneida Avenue, Bartlett, IL 60103

The Customer has entered into an agreement with Club Car, LLC ("CCL") for the following equipment.

CCL requires certain insurance coverage for the Term of the Agreement. The required insurance includes:

- A. "All Risk" personal business property and equipment insurance covering the complete System including stationary equipment and mobile GPS displays mounted on vehicles (as listed in the Agreement) owned by or in which CCL has a security interest, in an amount not less than the full replacement value of the equipment, with **Club Car, LLC** named as **loss payee**.

Replacement values: Stationary and wireless equipment \$5,000; Mobile equipment: GPS displays mounted on vehicles – \$800/unit.

- B. Public Liability Insurance naming **Club Car, LLC** as an **additional insured** with the proceeds to be payable first on the behalf of CCL to the extent of its liability, if any. The amount of the Public Liability Insurance shall not be less than \$1,000,000.00, combined single limit.
- C. Each policy shall provide that: (i) CCL will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering CCL shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against CCL for any violation of any term of the policy of the Customer's application therefore.

A certificate evidencing such coverage should be emailed or faxed to Club Car at:

sar-pmg@clubcar.com

(480) 383-6799 (Fax)

Club Car, LLC
1074 N. Orange Ave
Sarasota, FL 34236

AUTOMATIC PAYMENT PLAN

Electronic Funds Transfer Enrollment

Thank you for requesting automatic withdrawal of payments for your Agreement. To commence this service, please complete this form and include a copy of a voided check to us at (480) 383-6799 (Fax) or send via email to sar-pmg@clubcar.com.

Authorization:

Customer hereby authorizes Club Car, LLC ("CCL") to deduct all payments when due under this Agreement, according to the terms and conditions of the Agreement from the account listed below by electronic funds transfer for the Term of the Agreement.

Authorized Signer's Name																																	
Name on Bank Account																																	
Transaction Date	1 st Day of Month																																
Payment Amount	\$ _____ (Applicable tax will be added to this amount)																																
Bank Account Number																																	
Routing Number (ABA)																																	
Account Type	<input type="checkbox"/> Checking											<input type="checkbox"/> Savings											<input type="checkbox"/> Other:										
Complete Name of Bank																																	
Mailing Address of Bank																																	
SWIFT Code (Non-US)																																	
Date and Signature																																	

Date

Bank Signature of Depositor