

VILLAGE OF BARTLETT
BOARD AGENDA
JUNE 6, 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 & Committee Minutes May 16, 2023
- *7. **BILL LIST:** June 6, 2023
8. **TREASURER'S REPORT:** None
9. **PRESIDENT'S REPORT:**
 - A. Annual Appointment of Village Officer by the Village President with the Advice and Consent of the Board
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. An Ordinance Amending Title 9, Chapter 3 of the Bartlett Municipal Code Regarding Building Permit Fees for Solar Energy Systems
 - B. **COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY**
 - *1. North Avenue Car Show Road Closure Request
 - C. **FINANCE COMMITTEE, CHAIRMAN LAPORTE**
 - *1. Resolution Approving an Agreement Between the Village of Bartlett and Teska Associates, Inc,
 - *2. A Resolution Approving of Disbursement Request for Payout No. 6 From the Subordinate Lien Tax Increment Revenue Note, Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project
 - D. **LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS**
 1. None
 - E. **POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI**
 - *1. Resolution Approving of an Agreement Between the Village of Bartlett and Food & Alcohol Service Training, Inc.
 - *2. Resolution Waiving Advertising for Bids and Approving the Purchase of Four Police Vehicles from Morrow Brothers Ford, Inc.
 - *3. Resolution Approving of the Agreement Between the Village of Bartlett and School District U-46 Providing for a School Resource Officer
 - F. **PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE**
 1. Resolution Approving of Change Order #1 to the Contract Between the Village of Bartlett and Martam Construction, Inc. for the Devon Excess Flow Lift Station for a \$127,150 Decrease in the Original Contract Sum
 2. Resolution Approving the Engineering Services Agreement Between the Village of Bartlett and Engineering Enterprises, Inc. for the Devon Lift Station Improvements
 3. Resolution Approving the Engineering Services Agreement Between the Village of Bartlett and Engineering Enterprises, Inc. for the Devon Force Main Engineering Improvements
 - *4. Purchase of a 2023 Rotary 4-Post Vehicle Lift from Standard Industrial & Auto Equipment, Inc.
13. **NEW BUSINESS**
14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
15. **ADJOURNMENT**



VILLAGE OF BARTLETT
BOARD MINUTES
May 16, 2023

1. CALL TO ORDER

President Wallace called the regular meeting of May 16, 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 Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Planning and Development Director Kristy Stone, Head Golf Professional Phil Lenz, Police Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Reverend Susan Tyrrel from Immanuel United Church of Christ did the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Deyne stated that he would like to add item 12.F.7.; Resolution 2023-47-R, a Resolution Approving Agreement Between the Village of Bartlett and Club Car, LLC 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



VILLAGE OF BARTLETT
BOARD MINUTES
May 16, 2023

matters being voted upon. He then stated that he would entertain a motion to Approve the Amended Consent Agenda, and the items designated to be approved by Consent therein.

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

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

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

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

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

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

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT

Mr. Dowden stated that the Treasurer's Report for the month of March is included in the packet, as well as the sales tax report which accounts for December activity. We received \$452,524 that was up \$144,132 from the prior year. As far as MFT tax, we received \$127,842 that was down \$9,337 from the previous year which is trending where they have been the last few months. They have received \$6,000,000 this year in LGDF. If they were still getting the full amount, they would be at about \$9,900,000. They are about \$3,900,000 short right now for this year.



VILLAGE OF BARTLETT
BOARD MINUTES
May 16, 2023

9. PRESIDENT'S REPORT

- A. President Wallace read a Proclamation for National Public Works Week.
- B. President Wallace read a Proclamation for the retirement of Reverend Susan Tyrell from Immanuel United Church of Christ.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized commissioner's anniversaries.

Trustee Suwanski thanked Bartlett Hills for a wonderful Mother's Day brunch. The food and service were great.

Trustee LaPorte asked how the fishing derby went.

Police Chief Geoff Pretkelis stated that the fishing derby had the largest crowd they ever had. He gave credit to the crime prevention team, Tracey Dendinger and Michael Bingham. Everyone had a great time including the police officers. It was nice seeing the kids catch fish from small to large sizes.

Trustee Gunsteen asked what the delay was with the train block for about an hour in the downtown.

Chief Pretkelis stated that it had something to do with the air brakes. It was a CN train and it initially blocked all the railroad crossings from Prospect, Oak and Western. They dragged the train so the police could open up one of the intersections. As it continued westbound, it continued to have issues at Naperville Road.

Trustee Gunsteen stated that it was important to let the residents know about this and why we are fighting the train merger so diligently in a united front with other villages. This particular small incident is just going to get larger and larger as this train merger facilitates. From an emergency services standpoint, he didn't know if they were prepared on the other side of town but he was hoping that nothing drastic happened.

Chief Pretkelis stated that they were fortunate that it was not rush-hour, however, they were well prepared. Once it blocked all the intersections in the downtown area, they had police personnel north of the tracks to make sure if something happened they would be prepared. He gave a shout out to Hanover Township who assisted and did a tremendous job just directing traffic so the police could do other assignments.



VILLAGE OF BARTLETT
BOARD MINUTES
May 16, 2023

Trustee Suwanski stated that she thought they had another incident at Route 59 and Struckman that was backed up for well over an hour.

Chief Pretkelis stated that they had to stop the train along the intersection because kids were playing on the tracks. It was Murphy's Law, after that was clear, they had engine trouble and that is what caused the issue. That one blocked Illinois, near Struckman and also Munger Road crossing as well.

President Wallace stated that the coalition has submitted the appeal for the merger to the STB last week and Bartlett was a part of that.

11. TOWN HALL

Brent Kizer, 1565 Wood Creek Trail

Mr. Kizer stated that he was there representing the Fourth of July Committee. Over the past few years, they have seen quite a drop in groups that volunteer. Many of the people in the village don't realize that the village does not run the Fourth of July Committee. Besides the volunteers that are on the committee, they require groups to volunteer to run the beer tent and bingo. He asked if the village could help with advertising for volunteers in the Bartletter, TV channel or any publicity. He stated that with bingo, the revenue is split with the volunteer organization.

Trustee Deyne stated that he is arranging for the Bartlett Rotary group to take a bingo night from 5:00 to 11:00. He stated that they raised almost \$4,000 last year from bingo. It is beneficial for other organizations or church groups who would like to volunteer. You can raise a substantial amount of money in one evenings work.

Theresa Materna, 329 W. North Avenue

Ms. Materna stated that now that the fire station is under construction, is there a contingency plan with Streamwood or Hanover Park for emergency services to get to the north side of the tracks.

Chief Pretkelis stated that she can attend the Bartlett Fire Protection District's board meeting tomorrow night which will take place at the Bartlett Police Department. The fire protection district is part of the coalition and they have been at the emergency responder's meetings so they are fully aware of what is going on. He did not know what kind of mutual aid they used. If the police cannot get a car to a location, they can get in touch with Hanover Park or Streamwood to give assistance.



VILLAGE OF BARTLETT
BOARD MINUTES
May 16, 2023

Ms. Materna stated that it is scary living on that side of the track and if it would be a prolonged incident, longer than the one that occurred.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that there was no report.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey presented Resolution 2023-43-R, 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).

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.

Trustee Gandsey moved to approve Resolution 2023-43-R, a Resolution Authorizing a Judicial Appeal Against the Surface Transportation Board (STB) in Response to the Final Environmental Impact Statement Approving the Merger of Canadian Pacific and Kansas City Southern Railroads (CPKC) and that motion was seconded by Trustee Deyne.



VILLAGE OF BARTLETT
BOARD MINUTES
May 16, 2023

Trustee Hopkins asked how many communities are involved. Are they all willing to approve up to \$100,000?

Village Administrator Paula Schumacher stated eight communities are involved. Metra is filing a separate lawsuit. The agreement that the communities established goes up to \$100,000. They have not yet reached the limit of those funds.

ROLL CALL VOTE TO APPROVE RESOLUTION 2023-43-R, AUTHORIZING A JUDICIAL APPEAL AGAINST THE STB IN RESPONSE TO FINAL IMPACT STATEMENT APPROVING MERGER

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

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

President Wallace stated that he looked for a Motion to Consent to the Annual Appointment of Administrative Hearing Officer, Francis Bongiovanni, by the Village President with the Advice and Consent of the Board.

Trustee LaPorte moved to Consent to the Appointment of Francis Bongiovanni as Administrative Hearing Officer and that motion was seconded by Trustee Suwanski.

ROLL CALL VOTE TO CONSENT TO THE APPOINTMENT OF FRANK BONGIOVANNI AS ADMINISTRATIVE HEARING OFFICER

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

Trustee LaPorte presented Resolution 2023-44-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Francis Bongiovanni and Ottosen Dinolfo Hasenbalg & Castaldo, Ltd. for 2023-24.

Trustee LaPorte moved to approve Resolution 2023-44-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Francis Bongiovanni and Ottosen Dinolfo Hasenbalg & Castaldo, Ltd. and that motion was seconded by Trustee Deyne.



VILLAGE OF BARTLETT
BOARD MINUTES
May 16, 2023

Trustee Hopkins asked the reason for the change.

President Wallace stated that Mr. Bastian had been there for eight years and wanted someone else to listen to the adjudications.

ROLL CALL VOTE TO APPROVE RESOLUTION 2023-44-R, APPROVING PROFESSIONAL SERVICE AGREEMENT WITH FRANCIS BONGIOVANNI AND OTTOSEN DINOLFO HASENBALG & CASTALDO, LTD.

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

NAYS: None

ABSENT: None

MOTION CARRIED

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that a Class D Liquor License Request for Global Arts Festival; a Class D Liquor License Request for Hanover Township; a Class D Liquor License Request for North Avenue Car Show; Ordinance 2023-48, an Ordinance Reducing the Number of Class F Liquor Licenses; Ordinance 2-23-49, 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 were covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski presented the Metropolitan Alliance of Police Collective Bargaining Agreement Undisputed Items Retroactive Pay.

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 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.

Trustee Suwanski moved 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 and that motion was seconded by Trustee LaPorte.



VILLAGE OF BARTLETT
BOARD MINUTES
May 16, 2023

Trustee Hopkins asked how close they were to a final agreement.

Ms. Schumacher stated that the language they are still working on is for the body cameras. They have presented MAP with language several times. Language that is almost identical to other agreements that were approved in other communities. They have yet to get an agreement from the union. If we don't get something soon, we will go back to the arbitrator and expressed concerns.

Trustee Suwanski verified that it has already been through arbitration.

Ms. Schumacher stated that the arbitrator made final decisions on the wage portion and suggested that they go back and negotiate the language on body worn cameras with the union and come to an agreement that way. He gave them two weeks to do that and they still have not reached agreement.

Trustee Suwanski asked what the disagreement was.

Ms. Schumacher stated language and policy and how the body worn camera footage is used. Therefore, the discipline portion, once viewing the tape from the cameras and how it is implemented.

Trustee Hopkins asked if other municipalities have the same issue with this language.

Ms. Schumacher stated "No". The communities they took that language from have been able to reach agreement with MAP. They are a little befuddled on why they are having such a hard time.

Trustee Suwanski stated there are different chapters of MAP.

Ms. Schumacher stated that there are and they have different attorneys.

**ROLL CALL VOTE TO APPROVE METROPOLITAN ALLIANCE OF POLICE
COLLECTIVE BARGAINING AGREEMENT UNDISPUTED ITEMS RETROACTIVE PAY**

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

NAYS: None

ABSENT: None

MOTION CARRIED



VILLAGE OF BARTLETT
BOARD MINUTES
May 16, 2023

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne presented Resolution 2023-45-R, a Resolution Approving the Devon Excess Flow Lift Station Agreement Between the Village of Bartlett and Martam Construction, Inc.

He stated that the Village received one bid for the Devon Excess Flow 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 awarding Martam Construction, Inc. the Devon Excess Flow Lift Station Project. Staff will continue to evaluate the project for any additional savings that may be had.

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.

Trustee Deyne moved to approve Resolution 2023-45-R, a Resolution Approving the Devon Excess Flow Lift Station Agreement Between the Village of Bartlett and Martam Construction, Inc. and that motion was seconded by Trustee LaPorte

Trustee Gunsteen didn't understand why they couldn't go back to the engineers and try to get them to redesign it to save some money rather than wait for the post construction savings and then bring it back out to bid. Is this a feasible option?

Public Works Director Dan Dinges stated that they have spent a lot of time on these projects. They have narrowed down the design of the lift station as much as they possibly could. They are looking at items within the budget that they could delete and they will come back to the board with a change order. He spoke about using his crews doing the demo and certain things they could do without. As far as redesigning it, they already have it as cheap as possible. It is a big pump station and unfortunately the market and materials right now are high. They had a pre-bid meeting with the contractors that pickup up bid packets and they are just swamped with work. With the material delays, we have allowed more time to complete and hoped that it would give them more bids - but it did not. Based on the conversations he had with those contractors he doesn't feel that six months or a year will make a difference and prices could be higher or lower.

Trustee Gandsey asked what the deadline was for completion.



VILLAGE OF BARTLETT
BOARD MINUTES
May 16, 2023

Mr. Dinges stated that the agreement with MWRD to take the excess flow is July of 2024. Right now, it is unlikely, even if they award tonight, that we will meet that deadline because of the delays in equipment. The other deadline is with the IEPA in the permit will be renewed in 2025 that is when they will put the limit on the 85% removal issue.

Trustee Suwanski stated that she was told that prices could be reduced in 2024.

Mr. Dinges disagreed. It is a crystal ball at this point and no one could make that prediction. They have gone through this project and tried to make every possible redesign of this lift station as feasible.

Trustee Hopkins appreciated that they are using the ARPA funds to help reduce the cost because our residents are definitely feeling the pinch with the increased water and sewer rates.

Trustee Gunsteen talked about contractors taking on a big project like this and how it will consume a lot of their resources. Being in construction himself, he looks for smaller jobs to fill in. Would it be feasible to break this job up into two or three smaller jobs to make it more attractive and appealing to mid-level contractors who are capable of doing the work.

Mr. Dinges stated that is why they broke up the lift station versus the force main. He did not think it would be feasible to break it down further. He spoke about the backlog because of product availability.

Trustee Gandsey asked what kind of fines it would be if we do not meet these deadlines.

Mr. Dinges stated that they would have to go back to MWRD and asked for another extension. If they said no, they would have to deal with taking the excess flow through the existing facility which would and possibly could be a violation with the IEPA permit.

Trustee Gunsteen asked if the contract with Martam guaranteed that they would not submit price escalations for labor in 2024.

Mr. Dinges stated that once they lock in, the price would be frozen.

President Wallace stated that they have gotten to this point and were creative on how to fix this issue. It is about \$1.1M over in a total budget estimate of the two jobs. If you are asking anyone in finance - prices never go down. We found a way to pay for the excess amount and he believes that we should just get it done.



VILLAGE OF BARTLETT
BOARD MINUTES
May 16, 2023

ROLL CALL VOTE TO APPROVE RESOLUTION 2023-45-R, APPROVING DEVON EXCESS FLOW LIFT STATION AGREEMENT WITH MARTAM CONSTRUCTION

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

Trustee Deyne presented Resolution 2023-46-R, a Resolution Approving the Devon Excess Flow Force Main Agreement Between the Village of Bartlett and Performance Construction and Engineering, LLC.

Trustee Deyne stated that the village received a total of seven (7) bids for the force main. Bids ranged from \$5,508,000 to \$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.

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.

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

Trustee Deyne moved to approve Resolution 2023-46-R, a Resolution Approving the Devon Excess Flow Force Main Agreement Between the Village of Bartlett and Performance Construction and Engineering, LLC and that motion was seconded by Trustee Suwanski.

Trustee LaPorte asked what the useful life of each of these projects would be.



**VILLAGE OF BARTLETT
BOARD MINUTES
May 16, 2023**

Mr. Dinges stated that the life of the lift station and force main would be beyond fifty plus years. You will have to replace things like pumps, etc.

Trustee Hopkins asked how bad this will inconvenience residents where this pipeline will be going.

Mr. Dinges stated that it is going to be in the roadway so you will have that disturbance. It will be similar to the water main transmission that was done down Stearns Road.

Trustee Hopkins asked that they communicate often with the residents on the impact this will make.

Mr. Dinges stated that they are covered for any future growth that may occur in the town.

ROLL CALL VOTE TO APPROVE RESOLUTION 2023-46-R, APPROVING DEVON EXCESS FLOW FORCE MAIN AGREEMENT WITH PERFORMANCE CONSTRUCTION AND ENGINEERING

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

NAYS: None

ABSENT: None

MOTION CARRIED

Trustee Deyne stated that Resolution 2023-50-R, a Resolution Approving of the 2023 Sidewalk Cutting Project Agreement Between the Village of Bartlett and Hard Rock Concrete Cutters, Inc.; Resolution 2023-51-R, a Resolution Authorizing the Purchase of up to 780 Tons of Road Salt from Compass Minerals; Ordinance 2023-52, an Ordinance Amending the Bartlett Public Ways and Property Ordinance for the Adoption of the Amended Bartlett Cemetery Ordinance; Purchase of an 80 Niche Columbarium with Ossuary for Bartlett Cemetery; Resolution 2023-47-R, a Resolution Approving Agreements Between the Village of Bartlett and Club Car, LLC were covered and approved under the Consent Agenda.

13. NEW BUSINESS

Trustee Hopkins asked for the chicken and bee ordinance to be brought back to a Committee for discussion so they can make some modifications.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES



VILLAGE OF BARTLETT
BOARD MINUTES
May 16, 2023

Trustee Hopkins stated that they just approved road salt and asked if they had any left over from last year.

Mr. Dinges stated that they have a nice reserve and that allowed them to reduce the quantity purchased. Each year they have been reducing the amount of salt by using liquids on the roadways.

15. ADJOURN

President Wallace stated that the Board will adjourn and there will be a Committee of the Whole meeting immediately following. He asked everyone to get the word out to the public that the Fourth of July festivities will be five days long. He thought it was going to be a real challenge for the police and safety of the residents.

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 7:59 p.m.

Lorna Gilles
Village Clerk



VILLAGE OF BARTLETT COMMITTEE MINUTES May 16, 2023

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of May 16, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:59 p.m.

ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst 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, Head Golf Professional Phil Lenz, Police Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Deputy Chief Will Naydenoff, Village Attorney Kurt Asprooth and Village Clerk Lorna Giles.

BUILDING & ZONING COMMITTEE, CHAIRMAN GUNSTEEN Lake Street – I-390 Extension Update

Chairman Gunsteen Introduced the item.

Public Works Director Dan Dinges stated IDOT has a plan to get I-390 to O'Hare and Elgin at some point. They are looking to extend I-390 to County Farm and ultimately comes out near North Ave. and Rt. 20. If you have been east on Lake St. with the four or six lanes with the wide median, that is what would go through Bartlett in the future. They are also looking to realign Oak Ave. and Bartlett Ave. to make that intersection better. This full buildout is still just a concept at this time.

Chairman Hopkins stated he remembers when he first saw this plan in 2016 and he does not want this to ever come to fruition.

Chairman Gandsey asked how this impacts the TIF.

Mr. Dinges stated mainly the Oak St. realignment would be what we need to consider.

Chairman Suwanski asked if this would be decades down the road.

Mr. Dinges stated yes, it would be decades most likely. If IDOT moves forward with the concept, they will come to a meeting and have several public meetings where concerns can be addressed. They are working on pieces of this whole plan, so chances are, it will eventually come to fruition. Hanover Park has been working with the Tollway on a phased approach where I-390 will extend to County Farm and exit on to County Farm. They have concerns about traffic on Greenbrook so they are pushing to the I-390 extended to County Farm. We have been in those meetings and



VILLAGE OF BARTLETT COMMITTEE MINUTES May 16, 2023

voiced our concerns about County Farm and Stearns and how that will impact Bartlett. DuPage County is in these meetings as well and they are coordinating with the tollway for when this project moves forward, they would be looking to do an intersection improvement at County Farm and Stearns. They do not believe traffic will change, but the big change will be instead of heading east on Greenbrook, they will all be heading north on County Farm and south on County Farm to Stearns. If that backs up, we might start having cut through traffic on the roads to the north. We want to make sure they extend the right turn lane on southbound to westbound Stearns to make sure it can accommodate the traffic and avoid the cut through on our roads. On the other end of town in Elgin on Rt. 20 and Shales, there is a grade separation with a bridge over the tracks. They have had a lot of accidents there. They are looking at doing a grade separation. We want to get improvements on Naperville and Lake Streets. They are hoping to have Phase #1 which are the different concept plans completed this year. It will go through the public hearing process so we are looking at 2024 when that Phase #1 is complete. Then you are looking at two to three years of design work and two to three years of construction, so it would be about 7 years to be completed.

Chairman Suwanski confirmed it was just for Shales Parkway.

Mr. Dinges confirmed. He stated he does not have a schedule on the I-390 to County Farm program because there is still funding they are trying to get for that, but it is probably on a similar timeframe. Route 20 would go over Shales and pretty much be on the same elevation as the bridge. On their concept plan, they do not have any changes on curb cuts east of Naperville. They will have a raised median going just to the west of the car wash and they are putting a raised median west of Naperville through the curve which should make that section safer. As far as Naperville and Rt. 20 they are looking at improving the traffic timing. They said it does not meet the warrants to do a dual left on northbound to westbound Lake St., but they do propose to have a dual left on westbound Lake St. to southbound Naperville.

Chairman Gunsteen asked about the timeline for Park Blvd. and Naperville Rd.

Mr. Dinges stated that section is not currently being designed. It is actually from County Farm all the way to Rt. 59. It is a long-term goal, but not in the budget. If we get wind that it is we will make sure the board is aware of it.

Chairman Deyne asked if there has been any discussion about how that will affect the businesses in that area.

Mr. Dinges stated Moretti's will have full access at the western driveway and right-in/right-out on the eastern driveway and the dealerships will have full access with a better median.

President Wallace stated developing the big empty lot on the northwest corner of County Farm and Stearns will be a lot more difficult to develop.

Orchards Gaming Special Use Permit

Chairman Gunsteen introduced the item.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
May 16, 2023**

The item was forwarded on to the Planning and Zoning Commission for approval.

Bartlett Liquors and Wine Special Use Permit

Chairman Gunsteen introduced the item.

The item was forwarded on to the Planning and Zoning Commission for approval.

COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Hawk Hollow Middle School

Chairman Gandsey introduced the item.

Chairman Gunsteen confirmed that this school was being turned into a middle school.

Ms. Stone stated that was correct.

Chairman Suwanski asked about the Fair Oaks Road extension.

Ms. Stone explained that staff does not believe the road extension is necessary with the school change.

President Wallace stated that was previously zoned for a subdivision.

Ms. Stone stated yes, it was previously.

Chairman Gandsey asked about current enrollment and what will be done to ensure the smoothness of students being dropped off.

Claudia Welp, engineer on the project stated currently they have 293 students and it will go up to 750. They are building another driveway on the north which will connect with Gerber Rd. The existing entrance will only be for buses until after 4:00 pm.

Chairman Hopkins asked if more staff is needed for a middle school vs. elementary.

Ms. Welp stated they will have 2.5 times more potential traffic to the school and the traffic consultant looked at future traffic conditions for the area.

Chairman Gandsey asked about Gerber and Schick.

Ms. Welp stated she didn't believe that has been considered. There is no additional backup on Gerber Road that would be affected.

Ms. Stone stated the village traffic engineer agreed and they will be adding a new turn lane on to Gerber Rd. between the two curb cuts.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
May 16, 2023**

Ms. Welp explained the turn lane changes and where the stacking is located in the parking lot.

Ms. Stone stated the stacking on the plan will accommodate 84 cars. They can also stack 21 buses.

President Wallace stated he didn't think 84 cars was enough and that Eastview Middle School was always backed up.

Ms. Stone stated they do not need as much stacking as this will provide.

President Wallace stated that area is already dangerous for driving and there needs to be some sight improvements at Gerber and Schick if we are increasing traffic this much.

Chairman Gunsteen stated they should have a light there.

Chairman Suwanski asked where Bensen Drive will connect.

Ms. Stone stated no and that the only access will be Gerber Rd.

Chairman Hopkins asked if the majority of the buses were going to come from Schick or Army Trail.

Pat Waldo, Director of Planning Operations stated they do not have boundaries defined yet to determine where buses would come from but there will be plenty of stacking for buses.

President Wallace stated he is not concerned about the bus stacking at all, he is concerned about the traffic in that area.

Chairman Hopkins asked if the traffic engineer can review again and send us a memo about this.

President Wallace stated the last thing he wants is for people to drop kids off from Army Trail and people going the other way on Gerber and trying to get around the corner and take a right to work. It is not easy.

Chairman Suwanski stated there are some homes there as well and clarified that they are anticipating 2.5 times more traffic.

Ms. Welp stated their traffic consultant estimated 2.5 times more traffic circulating on site.

President Wallace asked about walking paths for nearby kids.

Ms. Welp stated there are several paths.

Chairman Suwanski asked where they are moving the students to.

Ms. Waldo stated they will be moving to Spring Trails and Prairie View.



VILLAGE OF BARTLETT COMMITTEE MINUTES May 16, 2023

Chairman Gunsteen stated with having three grade levels there, he wants to make sure the paths are safe for the kids walking.

The item was forwarded on to the Planning and Zoning Commission.

Lake Street TIF Consultant

Chairman Gandsey Introduced the item.

Assistant Administrator Scott Skrycki stated staff interviewed two consultants, both of which are very qualified, but we preferred one over the other.

Chairman Hopkins stated he is excited about this and thinks the TIF is much needed in this area.

Chairman Gandsey asked if they took a look between downtown and Rt. 20 and made any recommendations.

Village Administrator Paula Schumacher stated during strategic planning the board suggested the Rt. 20 TIF, but we did ask that question of Lee Brown from Teska and he stated he thinks the Rt. 20 TIF is the place to start. Teska has worked on all of our TIF districts, they are very well versed in the community and we had a very strong interview with them.

This item was forwarded to the Village Board for final vote.

PUBLIC WORKS & GOLF COMMITTEE, CHAIRMAN DEYNE

Downtown Sidewalk Discussion

Chairman Deyne introduced the item.

Chairman Hopkins asked if the engineer told us the red dye would be fine, but the actual contractor stated we shouldn't do that.

Mr. Dinges stated no, we did not bring it to an engineer. We just tried to see what colors concrete they had that would match our current brick. We called a few contractors and they all stated that it would fade to the pinker color. The other issue is the sealer. It is basically trapping the moisture in the concrete rather than releasing it so there is premature failure at the surface. They recommend that if you do a brick pattern you really should use a sealer otherwise it will not look good. So he thought the choices would be either red stamped concrete with the sealer or a charcoal color which will fade to a lighter gray. It will still give us the contrast we want, but without the sealer or stamped concrete.

Chairman Gunsteen stated he thinks not having the stamped concrete takes away from the downtown charm when you get rid of the brick. The dark gray will fade very similar to the concrete color. He didn't get why we wouldn't use the brick pattern.



VILLAGE OF BARTLETT COMMITTEE MINUTES May 16, 2023

Mr. Dinges stated we could do the gray stamped concrete and seal it, but we may have the issues with the concrete breaking down quicker.

Chairman LaPorte stated they have changed it to more water bases. He has four stamped patios on his street and since they changed it they have started having issues. It is high maintenance and you should really do it every year.

Chairman Deyne clarified what the stamp was and why it had to be sealed.

Mr. Dinges stated it gives it a better, more defined look.

Chairman Suwanski stated if you like the stamped look, lets just not seal it.

Mr. Dinges stated they recommend it because it makes it look better.

Chairman Deyne stated he suggests the gray stamped without sealing.

Chairman Hopkins asked about the life expectancy because all he truly cares about is how long before it needs to be replaced.

Mr. Dinges stated all we can go off of is the contractor and the concrete out front which is stamped and sealed. It is popping, but for now its in pretty good condition, but there is maintenance involved.

Chairman Hopkins suggested that it might make sense to put a concrete base down with sand and then brick it. The brick we currently have was not done the right way, but if we do it right, it should last longer then any other option.

President Wallace stated he thought that a full review would be good, but we do need to figure out what to do in front of More Brewing.

Mr. Gunsteen stated he would like us to do the same pattern we have in our whole downtown, but to install it the right way and make sure we like it. It is still a cheaper way to fix our current sidewalks as well.

Mr. Dinges stated it might be best to do the opposite and do a brick ribbon with the center being concrete. That keeps the walkway flat without worrying about a brick to concrete transition.

There was additional discussion between the board members and staff was asked to put something basic in front of More since we are under a time crunch.

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



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
May 16, 2023**

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 8:58 p.m.

Samuel Hughes
Deputy Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - JUNE 2023	332,713.72
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/JUN 2023	899.25
** 1 METROPOLITAN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - JUNE 2023	15,722.08
INVOICES TOTAL:		349,335.05

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	282.78
INVOICES TOTAL:		282.78

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CHAIR MAT	99.99
1 AMAZON CAPITAL SERVICES INC	PRINTER INK	46.40
1 WAREHOUSE DIRECT	POCKET FOLDERS/LEGAL PADS	145.60
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	12.61
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	14.48
INVOICES TOTAL:		319.08

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE MAYORS & MANAGERS	ANNUAL MEMBERSHIP DUES	16,158.95
INVOICES TOTAL:		16,158.95

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ARTS IN BARTLETT	CIVIC GROUP FUNDING	9,220.00
1 BARTLETT 4TH OF JULY COMMITTEE	CIVIC GROUP FUNDING	12,000.00
1 BARTLETT AREA CHAMBER OF COMMERCE	CIVIC GROUP FUNDING	5,500.00
1 BARTLETT AREA CHAMBER OF COMMERCE	OKTOBERFEST FUNDING	8,000.00
1 BARTLETT LIONS CLUB	CIVIC GROUP FUNDING	500.00
** 1 HANOVER TOWNSHIP FOUNDATION	FIESTA DEL SOL FUNDRAISER	500.00
INVOICES TOTAL:		35,720.00

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	13,762.50
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	540.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 6/6/2023

1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	375.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	511.03
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	600.00
	INVOICES TOTAL:	17,638.53

523401-ARCHITECTURAL/ENGINEERING SVC

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BLA INC	HAWK HOLLOW TRAFFIC STUDY	1,341.25
1 V3 COMPANIES LTD	ONEIDA STREET PARKING LOT	600.00
1 V3 COMPANIES LTD	SURVEY RAILROAD & BERTEAU	1,750.00
	INVOICES TOTAL:	3,691.25

523600-SOCIAL SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 KATHRYN R JUZWIN	CONSULTING FEES/APRIL 2023	1,583.33
1 NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM	2,272.73
	INVOICES TOTAL:	3,856.06

1400-FINANCE

522400-SERVICE AGREEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	42.09
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.00
	INVOICES TOTAL:	70.09

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	CALCULATOR RIBBONS	71.82
	INVOICES TOTAL:	71.82

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	40.47
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	23.09
	INVOICES TOTAL:	63.56

523110-LEGAL PUBLICATIONS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 EXAMINER PUBLICATIONS INC	LEGAL NOTICES	382.50
	INVOICES TOTAL:	382.50

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 6/6/2023

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	49.73
INVOICES TOTAL:		49.73

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - APRIL 23	425.09
INVOICES TOTAL:		425.09

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PENS/ENVELOPES	87.39
1 AMAZON CAPITAL SERVICES INC	PENS/SUPPLIES	61.62
1 MINUTEMAN PRESS	FOOD INSPECTON REPORT FORMS	130.47
INVOICES TOTAL:		279.48

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CARAHSOFT TECHNOLOGY CORPORATION	ANNUAL SUBSCRIPTION	6,100.00
1 COBAN TECHNOLOGIES INC	SOFTWARE MAINTENANCE RENEWAL	3,861.68
1 COMCAST	CABLE SERVICE	190.03
1 ELINEUP LLC	ANNUAL MAINTENANCE AGREEMENT	600.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	246.96
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	400.72
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	85.38
1 T-MOBILE USA INC	SUBPOENA FEES	25.00
1 T-MOBILE USA INC	SUBPOENA FEES	50.00
1 T-MOBILE USA INC	SUBPOENA FEES	50.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	456.12
INVOICES TOTAL:		13,300.89

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LEADSONLINE LLC	ANNUAL SERVICE AGREEMENT	5,482.00
INVOICES TOTAL:		5,482.00

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.10
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.10
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.10
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	95.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023**

1 KD REPAIR INC	VEHICLE MAINTENANCE	343.06
1 MYD BARTLETT SG LLC	CAR WASH SERVICES - APRIL 2023	84.00
		INVOICES TOTAL: 771.36

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	145.06
1 SIRCHIE ACQUISITION COMPANY LLC	EVIDENCE SUPPLIES	131.97
1 WAREHOUSE DIRECT	INK CARTRIDGE	128.94
1 WAREHOUSE DIRECT	INK CARTRIDGE	128.94
1 WAREHOUSE DIRECT	CD/DVD ENVELOPES	30.84
1 WAREHOUSE DIRECT	INK CARTRIDGE	146.73
1 WAREHOUSE DIRECT	INK CARTRIDGE	87.84
		INVOICES TOTAL: 800.32

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	NEW OFFICER UNIFORM SAFES	415.50
1 RAY O'HERRON CO INC	UNIFORM APPAREL	243.00
1 RAY O'HERRON CO INC	UNIFORM APPAREL	285.25
1 RAY O'HERRON CO INC	UNIFORM APPAREL	285.25
1 RAY O'HERRON CO INC	SGT CHEVRONS	30.54
1 RAY O'HERRON CO INC	SGT CHEVRONS	50.27
1 RAY O'HERRON CO INC	UNIFORM APPAREL	90.09
1 RAY O'HERRON CO INC	UNIFORM APPAREL	477.08
1 RAY O'HERRON CO INC	UNIFORM APPAREL	333.09
1 SPECIAL T UNLIMITED	ACADEMY UNIFORM APPAREL	564.00
1 STREICHER'S INC	SAFETY VEST	760.00
		INVOICES TOTAL: 3,534.07

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	ONLINE SOFTWARE SUBSCRIPTION	231.37
		INVOICES TOTAL: 231.37

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - APRIL 23	10,523.39
		INVOICES TOTAL: 10,523.39

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PADLOCKS/LABEL TAPE	30.48
1 AMAZON CAPITAL SERVICES INC	PHOTO PAPER	30.77
1 AMAZON CAPITAL SERVICES INC	SHELF LABELS	54.81
1 PAPER DIRECT INC	CERTIFICATE HOLDERS	120.96
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	79.54
1 PRESENTA PLAQUE CORPORATION	PLAQUES	165.32

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 6/6/2023

1 STATE GRAPHICS	BUSINESS CARDS	419.90
1 WAREHOUSE DIRECT	FLASH DRIVES/OFFICE SUPPLIES	456.26
1 WAREHOUSE DIRECT	USB DRIVES	47.36
1 WAREHOUSE DIRECT	STAMPS	16.90
1 WAREHOUSE DIRECT	PAPERCLIPS	7.89
1 WAREHOUSE DIRECT	USB PORTS/SUPPLIES	211.42
1 WAREHOUSE DIRECT	BATTERIES/OFFICE SUPPLIES	106.61
1 WAREHOUSE DIRECT	PENS/HAND SOAP/COFFEE FILTERS	64.72
	INVOICES TOTAL:	1,812.94

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VICTORIA M ANDERSON	HONOR GUARD/POLICE MEMORIAL	47.20
1 D.A.R.E. INDIANA	2023 DOT REGISTRATION FEE	1,500.00
1 ILLINOIS LAW ENFORCEMENT	CONFERENCE FEE/K THOMPSON	349.00
1 ILLINOIS LAW ENFORCEMENT	CONFERENCE FEE/C SANCHEZ	349.00
1 AMY JENKINS	AIRFARE/INIA CONFERENCE	491.80
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	125.00
1 NORTHERN ILLINOIS POLICE	ANNUAL MEETING/AWARDS LUNCHEON	140.00
1 NORTHWESTERN UNIVERSITY	TUITION FEES/B CAMARATA	4,200.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	62.10
1 RYAN SIECKMAN	TRAINING EXPENSES	606.10
1 ROBERT SWEENEY	TRAVEL EXPENSES/POLICE MEMORIAL	421.22
1 ROBERT SWEENEY	LODGING/SPECIAL OLYMPICS EVENT	297.10
	INVOICES TOTAL:	8,588.52

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	TRAINING MATERIALS	47.09
1 AMAZON CAPITAL SERVICES INC	LUGGAGE TAGS	15.48
1 AMAZON CAPITAL SERVICES INC	TRAINING MATERIALS	12.46
1 NORTH AMERICAN RESCUE LLC	MEDICAL SUPPLIES	309.98
1 NORTH AMERICAN RESCUE LLC	MEDICAL SUPPLIES	346.60
1 NORTHSHORE OMEGA	PHYSICAL EXAM FEES	579.00
	INVOICES TOTAL:	1,310.61

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE M.E.R.I.T.	ANNUAL MEMBERSHIP DUES	6,500.00
1 IL POLICE ACCREDITATION COALITION	ANNUAL MEMBERSHIP DUES	100.00
1 ILLINOIS JUVENILE OFFICERS ASSOC	MEMBERSHIP FEE/T DENDINGER	10.00
1 ILLINOIS JUVENILE OFFICERS ASSOC	MEMBERSHIP FEE/M BINGHAM	10.00
	INVOICES TOTAL:	6,620.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	D.A.R.E. GRADUATION/FOOD SUPPLIES	72.84

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023**

**	1	LANDINI ENTERTAINMENT PRODUCTIONS INC	DEPOSIT/TRACKLESS TRAIN FOR NNO	1,167.50
**	1	PETTY CASH	PETTY CASH REIMBURSEMENT	27.00
	1	REPROGRAPHICS	OPEN HOUSE SIGNS	92.30
	1	WAREHOUSE DIRECT	CLIPBOARDS	85.10
**	1	ZOOS ARE US INC	DEPOSIT/PETTING ZOO FOR NNO	465.00
				INVOICES TOTAL:
				1,909.74

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	D.A.R.E. GRADUATION/FOOD SUPPLIES	69.78
1 BARTLETT SOAP N SUDS	DETENTION BLANKET CLEANING	32.50
		INVOICES TOTAL:
		102.28

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEPHEN A LASER ASSOCIATES	POLICE OFFICER ASSESSMENTS	3,600.00
		INVOICES TOTAL:
		3,600.00

570105-EQUITABLE SHARING EXPENSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ID NETWORKS	ID NETWORKS LEADS LEIN INTERFACE	15,000.00
		INVOICES TOTAL:
		15,000.00

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

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

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	LEGAL NOTICE/PARKING LOT BIDS	67.50
		INVOICES TOTAL:
		67.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	4,883.80
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	98.89
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	540.36
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	6.97
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	14.32
1 NICOR GAS	GAS BILL	227.50
1 NICOR GAS	GAS BILL	98.44
		INVOICES TOTAL:
		5,870.28

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	TRAILER AXLES	799.98
1 POMP'S TIRE SERVICE INC	CREDIT/CANCELLED OUT INVOICES	-201.50
	INVOICES TOTAL:	598.48

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JERRY'S WELDING INC	DUMP TRUCK EQUIPMENT REPAIR	480.00
1 JERRY'S WELDING INC	BANNER BRACKETS	2,380.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	54.00
	INVOICES TOTAL:	2,914.00

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	970.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	4,475.00
	INVOICES TOTAL:	5,445.00

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRACING SYSTEMS - NORTH	MAINTENANCE SUPPLIES	17.90
1 FRANK CARPARELLI	PUBLIC SIDEWALK REPLACEMENT	852.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	3,814.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	198.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,815.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,453.75
1 RICARDO GARCIA	PUBLIC SIDEWALK & CURB REPLACEMENT	1,708.00
1 GLEN HOWE	PUBLIC SIDEWALK REPLACEMENT	852.00
1 WELCH BROS INC	CONCRETE SUPPLIES	133.06
1 WELCH BROS INC	REBAR	325.00
	INVOICES TOTAL:	13,168.71

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TREE EXPERTS	TREE TRIMMING SERVICES	800.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	305.00
	INVOICES TOTAL:	1,105.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	264.65
1 AMAZON CAPITAL SERVICES INC	PRINTER CARTRIDGE	25.26
1 AMAZON CAPITAL SERVICES INC	TABLE	102.32
1 AMAZON CAPITAL SERVICES INC	INK CARTRIDGES	37.33
1 FASTENAL COMPANY	MATERIALS & SUPPLIES	9.68
1 FASTENAL COMPANY	MATERIALS & SUPPLIES	137.94

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023

1	FLAGS USA LLC	U.S. FLAGS	333.00
1	MIDAMERICAN TECHNOLOGY INC	MATERIALS & SUPPLIES	495.00
**	1	PETTY CASH	23.33
1	TRAFFIC CONTROL & PROTECTION INC	TRAFFIC CONES	990.00
1	WAREHOUSE DIRECT	COFFEE/CREAMER/CLEANING MAT'LS	40.55
			INVOICES TOTAL:
			2,459.06

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	MIDAMERICAN TECHNOLOGY INC	UTILITY LOCATOR	3,470.00
		INVOICES TOTAL:	
		3,470.00	

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	AL WARREN OIL COMPANY INC	DIESEL FUEL	3,973.14
**	1	WEX BANK	5,000.23
		INVOICES TOTAL:	
		8,973.37	

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	WAREHOUSE DIRECT	PAPER TOWEL DISPENSER/SUPPLIES	67.66
1	WAREHOUSE DIRECT	BINDERS/BINDER INDEXES	22.56
		INVOICES TOTAL:	
		90.22	

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	AL WARREN OIL COMPANY INC	MAINTENANCE SUPPLIES	3,444.65
1	ATLAS BOBCAT LLC	MAINTENANCE SUPPLIES	361.24
1	AUTOZONE INC	MAINTENANCE SUPPLIES	537.78
1	CAROL STREAM LAWN & POWER	TIRE REPAIRS	46.09
1	CAROL STREAM LAWN & POWER	RIDING MOWER PARTS	254.53
1	HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	859.95
1	HAWK FORD OF ST CHARLES	MAINTENANCE SUPPLIES	154.93
1	KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	38.16
1	MONROE TRUCK EQUIPMENT INC	MAINTENANCE SUPPLIES	241.88
**	1	PETTY CASH	68.83
		INVOICES TOTAL:	
		6,008.04	

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	638.40
		INVOICES TOTAL:	
		638.40	

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	MIDWEST TRADING HORTICULTURAL	GRASS SEED	603.20

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023

1 RON CLESEN'S ORNAMENTAL PLANTS INC	HANGING FLOWER BASKETS	7,490.00
<u>INVOICES TOTAL:</u>		<u>8,093.20</u>

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	MAINTENANCE SUPPLIES	416.40
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	323.88
1 STEINER ELECTRIC COMPANY	ELECTRICAL SUPPLIES	88.01
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	110.41
<u>INVOICES TOTAL:</u>		<u>938.70</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS DEPT OF AGRICULTURE	PEST CONTROL LICENSE FEES	90.00
<u>INVOICES TOTAL:</u>		<u>90.00</u>

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY STORMWATER MANAGEME	STORMWATER APPLICATION FEE	265.00
1 DUPAGE COUNTY STORMWATER MANAGEME	WETLAND & BUFFER REVIEW/PLANS	3,415.00
1 HAMPTON LENZINI AND RENWICK INC	COUNTRY CREEK STREAMBANK	3,715.00
1 NEENAH FOUNDRY COMPANY	ADJUSTING RINGS	324.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	1,436.75
1 WELCH BROS INC	MAINTENANCE SUPPLIES	360.00
1 WELCH BROS INC	PVC PIPE	881.16
<u>INVOICES TOTAL:</u>		<u>10,396.91</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STANDARD EQUIPMENT COMPANY	SEWER INSPECTION CAMERA	6,521.90
<u>INVOICES TOTAL:</u>		<u>6,521.90</u>

574800-TREE PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE FIELDS ON CATON FARM INC	TREE PURCHASE	23,600.00
<u>INVOICES TOTAL:</u>		<u>23,600.00</u>

2200-MFT EXPENDITURES

585045-IDOT INTERSECTION IMPRVTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GEXPRO	LIGHT POLES	21,600.43
1 GEXPRO	LIGHT POLES	166,921.20
1 GEXPRO	LIGHT POLES/MATERIALS	3,334.58
<u>INVOICES TOTAL:</u>		<u>191,856.21</u>

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023

3000-DEBT SERVICE EXPENDITURES

547070-2017 GO BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2017 GO BOND INT PYMT	17,700.00
INVOICES TOTAL:		17,700.00

547077-2019 GO BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2019 GO BOND INT PYMT	72,625.00
INVOICES TOTAL:		72,625.00

547081-2021B GO BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2021B GO BOND INT PYMT	93,903.75
INVOICES TOTAL:		93,903.75

547083-2022A GO BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2022A GO BOND INT PYMT	115,836.25
INVOICES TOTAL:		115,836.25

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PULTE HOME COMPANY LLC	BOND REFUND/1738 EASTFIELD DR	1,000.00
1 PULTE HOME COMPANY LLC	BOND REFUND/1798 EASTFIELD DR	7,800.00
1 WILLIAM RYAN HOMES INC	BARTLETT RIDGE TREE BOND RETURN	5,250.00
INVOICES TOTAL:		14,050.00

4800-BREWSTER CREEK TIF MUN ACC EXP

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	ROADWAYS/BIKE PATH AGREEMENT	140,861.54
INVOICES TOTAL:		140,861.54

5000-WATER OPERATING EXPENSES

520025-DWC WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - MARCH 23	442,035.30
INVOICES TOTAL:		442,035.30

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION LLC	ANNUAL FIRE ALARM INSPECTION	225.00
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/MAY 2023	1,562.00
1 GORDON FLESCH COMPANY INC	PLOTTER MAINTENANCE SERVICE	12.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	96.75
1 OTM ENVIRONMENTAL SERVICES INC	WATER SYSTEM CHECKS/APR 2023	5,760.00
1 WATER RESOURCES INC	METER INSTALLATION CONTRACT	1,750.00
INVOICES TOTAL:		9,405.75

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	373.60
INVOICES TOTAL:		373.60

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	7.17
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	133.51
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	543.37
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	96.63
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	57.39
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	3,865.45
1 NEXAMP INC	ELECTRIC BILL	787.39
1 NICOR GAS	GAS BILL	235.07
1 NICOR GAS	GAS BILL	268.11
INVOICES TOTAL:		5,994.09

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	107.92
INVOICES TOTAL:		107.92

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	153.30
1 WUNDERLICH-MALEC SERVICES INC	CELLULAR MODEM LICENSE UPDATE	1,137.03
INVOICES TOTAL:		1,290.33

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PRINTER CARTRIDGE	25.27
1 AMAZON CAPITAL SERVICES INC	TABLE	102.33
1 AMAZON CAPITAL SERVICES INC	INK CARTRIDGES	37.33
1 CORE & MAIN LP	MATERIALS & SUPPLIES	780.30
1 CORE & MAIN LP	MATERIALS & SUPPLIES	2,085.00
1 CORE & MAIN LP	MATERIALS & SUPPLIES	385.98

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023

1 CORE & MAIN LP	MATERIALS & SUPPLIES	1,395.68
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	1,208.47
1 MCGARD	MATERIALS & SUPPLIES	1,560.51
1 MCGARD	HYDRANT WRENCHES	648.33
1 MID AMERICAN WATER INC	MATERIALS & SUPPLIES	2,328.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	23.33
1 PORTER PIPE & SUPPLY	MATERIALS & SUPPLIES	131.00
1 USA BLUE BOOK	MATERIALS & SUPPLIES	950.16
1 USA BLUE BOOK	MATERIALS & SUPPLIES	481.56
1 WAREHOUSE DIRECT	COFFEE/CREAMER/CLEANING MAT'LS	40.56
1 ZIEBELL WATER SERVICE	MATERIALS & SUPPLIES	650.00
<u>INVOICES TOTAL:</u>		<u>12,833.81</u>

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	267.20
<u>INVOICES TOTAL:</u>		<u>267.20</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - APRIL 23	1,367.24
<u>INVOICES TOTAL:</u>		<u>1,367.24</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER TOWEL DISPENSER/SUPPLIES	23.98
1 WAREHOUSE DIRECT	BINDERS/BINDER INDEXES	22.57
<u>INVOICES TOTAL:</u>		<u>46.55</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	38.15
<u>INVOICES TOTAL:</u>		<u>38.15</u>

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS	6,296.20
<u>INVOICES TOTAL:</u>		<u>6,296.20</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS SECTION AWWA	CONFERENCE REGISTRATION FEES	230.00
<u>INVOICES TOTAL:</u>		<u>230.00</u>

547047-IEPA LOAN INTEREST

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

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023

**	1 IL ENVIRONMENTAL PROTECTION AGENCY	IEPA LOAN PAYMENT	60,894.57
			INVOICES TOTAL:
			60,894.57

547048-IEPA LOAN PRINCIPAL

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	2 IL ENVIRONMENTAL PROTECTION AGENCY	IEPA LOAN PAYMENT	172,580.20
			INVOICES TOTAL:
			172,580.20

547072-DWC CAPITAL BUY IN PRINCIPAL

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 DUPAGE WATER COMMISSION	DWC WATER BILL - MARCH 23	36,196.20
			INVOICES TOTAL:
			36,196.20

547079-2021A GO BOND INTEREST

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 UMB BANK N.A.	2021A GO BOND INT PYMT	244,950.00
			INVOICES TOTAL:
			244,950.00

570100-MACHINERY & EQUIPMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 STANDARD EQUIPMENT COMPANY	SEWER INSPECTION CAMERA	6,521.90
			INVOICES TOTAL:
			6,521.90

5090-WATER CAPITAL PROJECTS EXP

581020-WATER METER AUTOMATION

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 WATER RESOURCES INC	METER INSTALLATION CONTRACT	21,797.68
			INVOICES TOTAL:
			21,797.68

581029-WATERMAIN REPLACEMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 GERARDI SEWER & WATER CO	WATER MAIN REPLACEMENT PROJECT	18,774.34
			INVOICES TOTAL:
			18,774.34

510-SEWER FUND REVENUES

450100-UTILITY CHARGES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 VILLAGE OF STREAMWOOD	ELGIN TOYOTA SEWER CHARGES	372.12
			INVOICES TOTAL:
			372.12

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

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

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023

1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/MAY 2023	625.00
1 GORDON FLESCH COMPANY INC	PLOTTER MAINTENANCE SERVICE	12.00
INVOICES TOTAL:		637.00

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	315.25
INVOICES TOTAL:		315.25

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	91.41
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	135.67
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	84.67
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	0.50
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	81.01
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	18.87
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	110.03
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	6.77
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	22.50
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	70.30
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	32,231.24
1 NEXAMP INC	ELECTRIC BILL	1,352.66
1 NICOR GAS	GAS BILL	56.70
1 NICOR GAS	GAS BILL	54.74
1 NICOR GAS	GAS BILL	183.80
1 NICOR GAS	GAS BILL	370.68
INVOICES TOTAL:		34,871.55

524210-SLUDGE REMOVAL

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

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	1,192.94
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	1,070.17
1 POMP'S TIRE SERVICE INC	CREDIT/CANCELLED OUT INVOICES	-405.24
INVOICES TOTAL:		1,857.87

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	PADLOCKS/CYLINDERS	645.12
1 AIRGAS USA LLC	CYLINDER RENTAL	264.65
1 AMAZON CAPITAL SERVICES INC	PRINTER CARTRIDGE	25.27
1 AMAZON CAPITAL SERVICES INC	TABLE	102.33
1 AMAZON CAPITAL SERVICES INC	INK CARTRIDGES	74.65

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023

1	CALCO LTD	DEMINERALIZER	165.00
1	CAROL STREAM LAWN & POWER	MATERIALS & SUPPLIES	27.90
1	HINCKLEY SPRING WATER CO	DISTILLED WATER	70.15
**	1 PETTY CASH	PETTY CASH REIMBURSEMENT	66.33
1	WAREHOUSE DIRECT	COFFEE/CREAMER/CLEANING MAT'LS	40.56
			<u>INVOICES TOTAL:</u> 1,481.96

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 HAWKINS INC	CHEMICAL SUPPLIES	3,469.80	
1 HAWKINS INC	CHEMICAL SUPPLIES	2,457.80	
1 HAWKINS INC	CHEMICAL SUPPLIES	6,537.81	
1 HAWKINS INC	CHEMICAL SUPPLIES	30.00	
1 HAWKINS INC	CHEMICAL SUPPLIES	7,647.45	
1 HAWKINS INC	CHEMICAL SUPPLIES	4,886.60	
			<u>INVOICES TOTAL:</u> 25,029.46

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 CORE & MAIN LP	MANHOLE COVER HOOK	130.00	
			<u>INVOICES TOTAL:</u> 130.00

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 FIVE STAR SAFETY EQUIPMENT INC	RAIN SUIT/HARD HAT	53.20	
			<u>INVOICES TOTAL:</u> 53.20

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
** 1 WEX BANK	FUEL PURCHASES - APRIL 23	2,922.74	
			<u>INVOICES TOTAL:</u> 2,922.74

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 AMAZON CAPITAL SERVICES INC	IPAD CASE/SCREEN PROTECTOR	32.98	
1 WAREHOUSE DIRECT	PAPER TOWEL DISPENSER/SUPPLIES	23.98	
1 WAREHOUSE DIRECT	BINDERS/BINDER INDEXES	22.57	
			<u>INVOICES TOTAL:</u> 79.53

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	266.06
1 CHICAGO CHAIN & TRANSMISSION CO	EQUIPMENT PURCHASE	6,681.22
1 HYDROTEX	MAINTENANCE SUPPLIES	738.29
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	38.15
1 LAI LLC	PUMP	3,403.96
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	115.87

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023

1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEE	150.00
1 WUNDERLICH-MALEC SERVICES INC	EQUIPMENT REPLACEMENT	16,900.00
<u>INVOICES TOTAL:</u>		<u>28,293.55</u>

547075-2019 SEWER BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2019 GO BOND INT PYMT	133,575.00
<u>INVOICES TOTAL:</u>		<u>133,575.00</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STANDARD EQUIPMENT COMPANY	SEWER INSPECTION CAMERA	6,521.91
<u>INVOICES TOTAL:</u>		<u>6,521.91</u>

510000-SEWER FUND

200504-FRWRD PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CO SEWER TREATMENT 05/23	978.89
<u>INVOICES TOTAL:</u>		<u>978.89</u>

5190-SEWER CAPITAL PROJECTS EXP

582025-SANITARY SEWER EVALUATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 M.E. SIMPSON CO INC	LEAK LOCATION/ASSESSMENT PROGRAM	21,321.90
<u>INVOICES TOTAL:</u>		<u>21,321.90</u>

582026-LIFT STATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TROTTER & ASSOCIATES INC	LIFT STATION REHAB PROJECT	4,142.00
<u>INVOICES TOTAL:</u>		<u>4,142.00</u>

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOSEPH J HENDERSON & SON INC	BITTERSWEET WRF IMPROVEMENTS	1,354,212.02
1 RUBINO ENGINEERING INC	CONCRETE COMPRESSION TESTING	1,047.00
1 STRAND ASSOCIATES INC	WRF - CONTRACT ADMIN	30,350.00
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF - RPR	28,695.72
1 STRAND ASSOCIATES INC	WRF - START-UP & TRAINING	46,460.00
<u>INVOICES TOTAL:</u>		<u>1,460,764.74</u>

5200-PARKING OPERATING EXPENSES

523800-RENT TO RAILROAD

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

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023

1 METRA	QTRLY LEASE PYMT/FEB-APR 2023	1,240.82
	INVOICES TOTAL:	1,240.82

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	131.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	47.63
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	18.36
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	37.69
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	30.65
	INVOICES TOTAL:	266.23

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/MAY 2023	2,350.00
	INVOICES TOTAL:	2,350.00

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	117.50
1 CINTAS FIRE PROTECTION	FIRE SYSTEM INSPECTION	852.90
1 ERANGE INC	ANNUAL SERVICE/SUPPORT FEE	600.00
1 ERNEST WINDOWS INC	WINDOW CLEANING SERVICES	450.00
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	54.85
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	255.00
1 ROSCOE CO	MATS	320.06
1 ROSCOE CO	MATS	315.90
	INVOICES TOTAL:	2,966.21

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	BID NOTICE/IRRIGATION IMPROVEMENTS	159.00
1 EXAMINER PUBLICATIONS INC	VETERANS PAGE SUPPORT	15.00
	INVOICES TOTAL:	174.00

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN KEY & LOCK CO INC	FRONT DOOR LOCK REPAIRS	118.70
1 RON JONES ELECTRIC INC	ELECTRICAL SERVICES	750.00
1 RON JONES ELECTRIC INC	ELECTRICAL SERVICES	505.00
1 ZIEGLER'S ACE HARDWARE	MAINTENANCE SUPPLIES	155.55
	INVOICES TOTAL:	1,529.25

524120-UTILITIES

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

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023

1 COMCAST	CABLE SERVICE	188.99
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,617.38
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	23.68
1 NICOR GAS	GAS BILL	704.19
		INVOICES TOTAL:
		2,534.24

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MESSAGE BOARD/SUPPLIES	274.00
1 THE HOME DEPOT PRO	BATH TISSUE	166.95
		INVOICES TOTAL:
		440.95

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,358.22
		INVOICES TOTAL:
		1,358.22

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	349.44
1 NADLER GOLF CAR SALES INC	BATTERY	260.00
1 O'REILLY AUTOMOTIVE INC	GOLF CART MAINTENANCE SUPPLIES	2,023.50
		INVOICES TOTAL:
		2,632.94

534330-PURCHASES - BAGS/HEADCOVERS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIZUNO USA INC - NDC	GOLF BAGS	868.62
1 MIZUNO USA INC - NDC	GOLF BAG	174.84
		INVOICES TOTAL:
		1,043.46

534331-PURCHASES - GOLF SHOES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF SHOES	767.92
1 SRIXON / CLEVELAND GOLF / XXIO	CREDIT	-1,275.90
		INVOICES TOTAL:
		-507.98

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	258.21
1 SRIXON / CLEVELAND GOLF / XXIO	CREDIT	-178.20
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	162.84
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	840.60
1 TAYLOR MADE GOLF COMPANY INC	GOLF BALLS	496.44
		INVOICES TOTAL:
		1,579.89

534333-PURCHASES - GOLF CLUBS

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

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023

1 SRIXON / CLEVELAND GOLF / XXIO	GOLF CLUBS	777.54
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF CLUBS	135.00
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF CLUBS	70.50
		INVOICES TOTAL: 983.04

534334-PURCHASES - GOLF GLOVES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF GLOVES	46.35
		INVOICES TOTAL: 46.35

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	GOLF APPAREL	239.85
1 SRIXON / CLEVELAND GOLF / XXIO	STAFF APPAREL	400.00
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF MERCHANDISE	8,196.71
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF MERCHANDISE	92.68
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF MERCHANDISE	53.92
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF MERCHANDISE	294.28
1 SRIXON / CLEVELAND GOLF / XXIO	CREDIT	-7,005.32
1 TIFOSI OPTICS INC	GOLF EYEWEAR	336.04
		INVOICES TOTAL: 2,608.16

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BIG TIMBER LANDSCAPE CO	RETAINING WALL REPAIRS	4,165.00
1 NADLER GOLF CAR SALES INC	FLEET CAR RENTAL	936.00
		INVOICES TOTAL: 5,101.00

5510-GOLF MAINTENANCE EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
		INVOICES TOTAL: 75.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	539.13
1 NICOR GAS	GAS BILL	149.28
1 NICOR GAS	GAS BILL	234.74
		INVOICES TOTAL: 923.15

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	933.36

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023

INVOICES TOTAL: 933.36

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BTSI	MAINTENANCE SUPPLIES	585.00
1 BTSI	MATERIALS & SUPPLIES	275.00
1 CHICAGOLAND TURF	MAINTENANCE SUPPLIES	1,090.14
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	1,653.42
<u>INVOICES TOTAL:</u>		<u>3,603.56</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	422.26
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,358.23
<u>INVOICES TOTAL:</u>		<u>1,780.49</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEKANE EQUIPMENT CORPORATION	BLADE KITS	324.50
1 NAPCO STEEL INC	MAINTENANCE SUPPLIES	110.00
1 REINDERS INC	MAINTENANCE SUPPLIES	120.96
1 REINDERS INC	MAINTENANCE SUPPLIES	466.21
1 REINDERS INC	MAINTENANCE SUPPLIES	61.63
1 REINDERS INC	MAINTENANCE SUPPLIES	188.20
1 REVELS TURF & TRACTOR LLC	MAINTENANCE SUPPLIES	206.25
<u>INVOICES TOTAL:</u>		<u>1,477.75</u>

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANCED TURF SOLUTIONS	MAINTENANCE SUPPLIES	1,217.15
1 ADVANCED TURF SOLUTIONS	MAINTENANCE SUPPLIES	252.96
1 BTSI	MAINTENANCE SUPPLIES	710.60
1 CHICAGOLAND TURF	MAINTENANCE SUPPLIES	3,543.44
1 CHICAGOLAND TURF	MAINTENANCE SUPPLIES	652.81
1 CHICAGOLAND TURF	MAINTENANCE SUPPLIES	117.00
1 PRO CHEM INC	MAINTENANCE SUPPLIES	120.93
<u>INVOICES TOTAL:</u>		<u>6,614.89</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTIONS	663.70
<u>INVOICES TOTAL:</u>		<u>663.70</u>

572000-BUILDING & GROUNDS IMPROVMNTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTRAL SOD FARMS INC	SOD PURCHASE	450.00
1 MIDWEST GROUNDCOVERS LLC	PLANT PURCHASE	143.40

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023

INVOICES TOTAL: 593.40

5520-GOLF DRIVING RANGE EXPENSES

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RANGE SERVANT AMERICA INC	GOLF RANGE EQUIPMENT	4,435.00
<u>INVOICES TOTAL:</u>		<u>4,435.00</u>

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES	64.00
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
1 SYSCO CHICAGO INC	ECOLAB DISH LEASE - JAN 2023	65.69
1 SYSCO CHICAGO INC	ECOLAB DISH LEASE - FEB 2023	90.00
<u>INVOICES TOTAL:</u>		<u>594.85</u>

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	VETERANS PAGE SUPPORT	15.00
<u>INVOICES TOTAL:</u>		<u>15.00</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS LLC	BEER LINE CHECK VALVE REPAIRS	98.00
<u>INVOICES TOTAL:</u>		<u>98.00</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	269.56
1 NICOR GAS	GAS BILL	117.37
<u>INVOICES TOTAL:</u>		<u>386.93</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	85.45
1 GRECO AND SONS INC	FOOD SERVICE SUPPLIES	95.76
1 SYSCO CHICAGO INC	DIGITAL THERMOMETERS	61.64
1 SYSCO CHICAGO INC	COOKING UTENSILS	17.22

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VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023

1 SYSCO CHICAGO INC	COOKING UTENSILS	5.44
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	192.00
	INVOICES TOTAL:	457.51

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MESSAGE BOARD/SUPPLIES	20.00
	INVOICES TOTAL:	20.00

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A J MAKA DISTRIBUTING LLC	BEER PURCHASE	206.39
1 A J MAKA DISTRIBUTING LLC	BEER PURCHASE	211.39
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	225.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	338.30
1 EUCLID BEVERAGE LLC	BEER PURCHASE	399.33
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	112.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	140.00
1 GRECO AND SONS INC	FOOD PURCHASE	100.00
1 GRECO AND SONS INC	FOOD PURCHASE	24.00
1 GRECO AND SONS INC	FOOD PURCHASE	248.50
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	100.00
1 GRECO AND SONS INC	FOOD PURCHASE	85.48
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	62.28
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	182.69
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	182.69
1 SOUTHERN GLAZER'S OF IL	BEER PURCHASE	326.00
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	300.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	600.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	789.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	150.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	300.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	582.67
1 TEC COFFEE & FOODS	COFFEE PURCHASE	70.12
	INVOICES TOTAL:	5,735.84

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	TOASTER/SERVING UTENSILS	397.42
	INVOICES TOTAL:	397.42

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00

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VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023

1 ALSCO	LINEN SERVICES	737.69
1 ALSCO	LINEN SERVICES	349.24
1 ALSCO	LINEN SERVICES	457.67
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
1 SYSCO CHICAGO INC	ECOLAB DISH LEASE - JAN 2023	65.70
1 SYSCO CHICAGO INC	ECOLAB DISH LEASE - FEB 2023	90.00
INVOICES TOTAL:		2,011.48

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	VETERANS PAGE SUPPORT	15.00
INVOICES TOTAL:		15.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	269.56
1 NICOR GAS	GAS BILL	117.37
INVOICES TOTAL:		386.93

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MESSAGE BOARD/SUPPLIES	91.36
1 EDWARD DON & COMPANY	TOASTER/SERVING UTENSILS	353.58
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	85.46
1 GRECO AND SONS INC	FOOD SERVICE SUPPLIES	95.76
1 GRECO AND SONS INC	FOOD SERVICE SUPPLIES	92.71
1 MLA WHOLESALE INC	FLOWERS	134.35
1 MLA WHOLESALE INC	FLOWERS	192.40
1 SIGNARAMA	WEDDING BANNER	65.00
1 SYSCO CHICAGO INC	DIGITAL THERMOMETERS	61.64
1 SYSCO CHICAGO INC	COOKING UTENSILS	17.22
1 SYSCO CHICAGO INC	COOKWARE/UTENSILS	134.86
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	108.14
1 SYSCO CHICAGO INC	COOKWARE	62.70
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	200.00
INVOICES TOTAL:		1,695.18

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MESSAGE BOARD/SUPPLIES	73.29
INVOICES TOTAL:		73.29

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	566.04

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023**

1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	195.49
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	312.99
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	292.07
1 EUCLID BEVERAGE LLC	BEER PURCHASE	399.33
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	622.03
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	318.82
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	679.78
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	471.60
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	873.13
1 GRECO AND SONS INC	FOOD PURCHASE	763.62
1 GRECO AND SONS INC	FOOD PURCHASE	159.78
1 GRECO AND SONS INC	FOOD PURCHASE	248.50
1 GRECO AND SONS INC	FOOD PURCHASE	419.31
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	458.58
1 GRECO AND SONS INC	FOOD PURCHASE	298.04
1 GRECO AND SONS INC	FOOD PURCHASE	85.48
1 IL GIARDINO DEL DOLCE INC	MINI PASTRIES/COOKIES	348.00
1 IL GIARDINO DEL DOLCE INC	MINI PASTRIES	160.00
1 IL GIARDINO DEL DOLCE INC	MINI PASTRIES/COOKIES	181.25
1 IL GIARDINO DEL DOLCE INC	CAKE PURCHASE	88.50
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	168.36
1 SYSCO CHICAGO INC	FOOD PURCHASE	1,017.78
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	2,710.11
1 SYSCO CHICAGO INC	FOOD PURCHASE	910.20
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	1,373.68
1 SYSCO CHICAGO INC	FOOD PURCHASE	206.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	70.13
INVOICES TOTAL:		14,398.60

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD SERVICE SUPPLIES	95.76
INVOICES TOTAL:		95.76

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	450.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	86.80
1 EUCLID BEVERAGE LLC	BEER PURCHASE	371.20
1 EUCLID BEVERAGE LLC	BEER PURCHASE	288.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	347.12
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	826.18
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	600.00
1 GRECO AND SONS INC	FOOD PURCHASE	248.50
1 GRECO AND SONS INC	FOOD PURCHASE	600.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	17.00

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VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 6/6/2023

1 GRECO AND SONS INC	FOOD PURCHASE	85.49
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	349.14
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	253.92
1 SYSCO CHICAGO INC	FOOD PURCHASE	100.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	549.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	30.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	325.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	70.13
INVOICES TOTAL:		5,597.48

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 APPLIED COMMUNICATIONS GROUP	ANNUAL MAINTENANCE AGREEMENT	6,800.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	222.00
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	119.85
1 NORTHWEST MUNICIPAL CONFERENCE	EMPLOYEE ASSISTANCE PROGRAM	4,008.16
INVOICES TOTAL:		11,150.01

522700-COMPUTER SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMCAST	INTERNET SERVICE	91.90
1 EMC CORPORATION	SAN HARDWARE MAINT RENEWAL	7,420.64
1 HEARTLAND BUSINESS SYSTEMS LLC	EXCHANGE 2013 TO 365 GCC MIGRATION	9,750.00
1 IMAGING ESSENTIALS INC	PLOTTER MAINTENANCE AGREEMENT	1,052.00
1 MOBILE WIRELESS LLC	NETMOTION LICENSE RENEWAL	7,344.00
1 NOMIC NETWORKS	INTERNAL NETWORK INTELLIGENCE UNIT	652.00
1 PAGEFREEZER SOFTWARE INC	SOCIAL MEDIA ARCHIVING SERVICE	3,838.00
** 1 PARK PLACE TECHNOLOGIES LLC	HARDWARE SUPPORT FOR SERVERS	691.68
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,499.00
INVOICES TOTAL:		33,339.22

524100-BUILDING MAINTENANCE SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ALLEGIANT FIRE PROTECTION LLC	ANNUAL FIRE ALARM INSPECTION	300.00
1 ALLEGIANT FIRE PROTECTION LLC	ANNUAL FIRE ALARM INSPECTION	225.00
1 ALLEGIANT FIRE PROTECTION LLC	ANNUAL FIRE ALARM INSPECTION	220.00
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	239.60
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	1,125.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	180.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	160.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	280.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	180.00
1 METALMASTER ROOFMASTER INC	ROOF REPAIRS	1,485.00
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	614.35

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023

INVOICES TOTAL: 5,008.95

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,183.15
1 COMCAST	INTERNET SERVICE	228.40
<u>INVOICES TOTAL:</u>		<u>4,411.55</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	27.65
<u>INVOICES TOTAL:</u>		<u>27.65</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	RETIREMENT/ANNIVERSARY SUPPLIES	509.43
1 AMAZON CAPITAL SERVICES INC	ERGONOMIC FOOT REST	24.92
1 AMAZON CAPITAL SERVICES INC	CABLES FOR CAMERA	9.95
** 1 DOGFATHER HOT DOGS	RETIREMENT LUNCHEON	1,209.00
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	322.02
1 WAREHOUSE DIRECT	PAPER TOWELS/TRASH BAGS	364.19
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	65.54
<u>INVOICES TOTAL:</u>		<u>2,505.05</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANFIRE PROTECTION LLC	ANNUAL INSPECTION FEES	1,035.00
<u>INVOICES TOTAL:</u>		<u>1,035.00</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GMIS INTERNATIONAL	MEMBERSHIP DUES	300.00
<u>INVOICES TOTAL:</u>		<u>300.00</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HEARTLAND BUSINESS SYSTEMS LLC	REPLACEMENT FIREWALLS	20,555.92
1 HEARTLAND BUSINESS SYSTEMS LLC	MULTIFACTOR AUTHENTICATION TOKENS	1,709.00
1 NOMIC NETWORKS	INTERNAL NETWORK INTELLIGENCE UNIT	2,967.95
<u>INVOICES TOTAL:</u>		<u>25,232.87</u>

7000-POLICE PENSION EXPENDITURES

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAUTERBACH & AMEN LLP	DEC 2022 - MARCH 2023 PSA	800.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/6/2023

1 LAUTERBACH & AMEN LLP	APRIL PSA	200.00
INVOICES TOTAL:		1,000.00

900000-POOLED CASH & INVESTMENT FUND

100002-CASH - MONEY MARKET

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FISERV/BASTOGNE INC	FISERV ONLINE RETURN	53.36
INVOICES TOTAL:		53.36

GRAND TOTAL: 4,185,699.69

GENERAL FUND	602,392.23
MOTOR FUEL TAX FUND	191,856.21
DEBT SERVICE FUND	300,065.00
DEVELOPER DEPOSITS FUND	14,050.00
BREWSTER CREEK TIF MUN ACCT	140,861.54
WATER FUND	1,042,001.03
SEWER FUND	1,730,983.67
PARKING FUND	3,857.05
GOLF FUND	75,569.30
CENTRAL SERVICES FUND	83,010.30
POLICE PENSION FUND	1,000.00
POOLED CASH & INVESTMENT FUND	53.36
GRAND TOTAL	4,185,699.69

APPOINTMENT OF VILLAGE OFFICER

JUNE 6, 2023

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

I move to appointment Frank Bertolami as Health Officer and Food and Alcohol Service Training, Inc. to provide health services starting June 6, 2023 to April 30, 2024.



Agenda Item Executive Summary

Item Name Building Code Update - Solar Energy System Fees Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Staff is requesting an amendment to the Building Code to base the permit fee for solar energy systems on the number of solar panels installed.

ATTACHMENTS (PLEASE LIST)

PDS Memo and Ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance- Move to approve Ordinance #2023-_____An Ordinance Amending Title 9, Chapter 3 of the Bartlett Municipal Code Regarding Building Permit Fees for Solar Energy System
- Motion

Staff: Kristy Stone, Planning & Development Services Director Date: May 26, 2023

PLANNING & DEVELOPMENT SERVICES MEMORANDUM
23-25

DATE: May 24, 2023

TO: Kristy Stone, Planning and Development Director

FROM: John Komorowski, ^{JK} Building and Code Enforcement Manager

RE: **Solar Energy System Permit Fees**

Most building permit fees are based on the cost of construction. Oftentimes the scope of work/project contracts for solar panel installation that are submitted only specify lease terms that do not accurately reflect the cost of construction. Staff spends a considerable amount of time trying to obtain construction costs from the solar companies to ensure the proper permit fee is collected. Staff is proposing to amend the Building Code to base the permit fee on the number of solar panels by adding section 9-3-18: SOLAR ENERGY SYSTEM INSTALLATIONS as follows:

9-3-18: Solar Energy System Installations:

The fee for a building permit to install a Solar Energy System shall be charged based on the number of solar panels as follows:

<u># of Solar Panels</u>	<u>Permit Fee</u>
1-15	\$150.00
16-20	\$200.00
21-25	\$250.00
26-30	\$300.00
31-35	\$350.00
36 and over	\$400.00

ORDINANCE 2023 - _____

AN ORDINANCE AMENDING TITLE 9, CHAPTER 3 OF THE BARTLETT MUNICIPAL CODE REGARDING BUILDING PERMIT FEES FOR SOLAR ENERGY SYSTEMS

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 TITLE 9, CHAPTER 3. That Title 9, Chapter 3 of the Bartlett Municipal Code is hereby amended to add a new Subsection 9-3-18 as follows:

“9-3-18: Solar Energy System Installations:

The fee for a building permit to install a Solar Energy System shall be charged based on the number of solar panels as follows:

Number of Solar Panels	Permit Fee
1-15	\$150.00
16-20	\$200.00
21-25	\$250.00
26-30	\$300.00
31-35	\$350.00
36 and over	\$400.00

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2023-_____ enacted on June 6, 2023, and approved on June 6, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name North Ave. Car Show Road Closure Request Committee or Board Board

BUDGET IMPACT

<i>Amount:</i>	N/A	<i>Budgeted</i>	N/A
<i>List what fund</i>	N/A		

EXECUTIVE SUMMARY

Ignite the Courage is requesting a permit to allow for the closure of North Avenue from Oak Avenue to Elroy Avenue for the hours of 7:00 a.m. to 4:30 p.m. on Saturday, June 17th for their North Ave. Car Show Event.

The organization would like to host their annual car show from 8:00 a.m. to 4:00 p.m. Cars will enter off of N. Eastern Ave. and proceed either west or east on North Ave. Cars will be parked diagonally on both sides of the street along the curb. Ignite the Courage has reached out to the residents directly affected by the road closure and have not received any negative feedback.

ATTACHMENTS (PLEASE LIST)

Staff memo dated May 24, 2023
Request Letter
Road Closure Map
Certificate of Insurance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the road closure request for the North Ave. Car Show, for Saturday June 17, 2023 from 7:00 a.m. to 4:30 p.m. on North Ave. from Oak Ave. to Elroy Av and June 18, 2023 incase of rain.

Staff: Samuel Hughes, Senior Management Analyst

Date: 05/24/2023

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Senior Management Analyst
Date: 05/24/2023
Re: North Ave. Car Show Road Closure Request

Ignite the Courage is requesting a permit to allow for the closure of North Ave. between Oak Ave. and Elroy Ave. between the hours of 7:00 a.m. and 4:30 p.m. on Saturday June 17th for their North Ave. Car Show Event.

The organization would like to host their annual car show from 8:00 a.m. to 4:00 p.m. Cars will enter off of N. Eastern Ave. and proceed either west or east on North Ave. Cars will be parked diagonally on both sides of the street along the curb. Ignite the Courage has reached out to the residents directly affected by the road closure and have not received any negative feedback.

Attached, you will find a letter from the requester, a map of the road closure and the appropriate certificate of insurance are attached. The certificate of insurance has been submitted and approved by the Village attorney.

Motion

I move to approve the road closure request for the North Ave. Car Show, for Saturday June 17, 2023 from 7:00 a.m. to 4:30 p.m. on North Ave. from Oak Ave. to Elroy Ave and June 18, 2023 in case of rain.



234 N. Oak Ave

Bartlett, IL 60103

224.385.4572

IGNITETHECOURAGE.ORG

April 4, 2023

Village Board of Trustees

228 S. Main St

Bartlett, IL 60103

Dear Village Board of Trustees,

We are requesting the closure of North Ave for the purpose of hosting our annual North Ave Car Show. The North Ave Car Show will take place on Saturday, June 17th from 8 am to 4pm with a rain date of June 18th.

Last year, was the first year we hosted the car show on its own and not part of our fest. The car show had the largest turnout we ever had with nearly 150 cars lining the street. The location of the car show is a big reason for this following. We receive several compliments from participants each year who love the quaint, tree lined street.

We are asking to host the North Ave Car Show once again at its namesake location. Along with the car show, we will be utilizing the park and log cabin to host a pancake breakfast and craft show for car show participants and patrons. We have already received approval from the Bartlett Park District to use the park.

We are requesting to have the North Ave closed from 7 am to 4 pm between Oak Ave and Elroy Ave. Cars will enter off N. Eastern Ave and proceed either west or east on North Ave. Cars will be parked diagonally on both sides of the street along the curb. We will once again contact the residences to provide them a heads up about the upcoming show and will make certain that their driveways are not blocked by participants the day of the show. Thank you for taking the time to review our request.

Sincerely,

Nick McLeod

Event Director

BARTLETT SUMMER FESTIVAL & CAR SHOW

Sunday Sept. 18th 8am-8pm

Summer Festival and Car Show

Road Closed 7am-3:30pm

Detour Route 7am-3:30pm

Free parking at METRA lots

No parking this side of street



Memorandum

To: Village President and Board of Trustees
Paula Schumacher, Village Administrator
From: Scott Skrycki, Assistant Village Administrator
Date: 5/31/2023
Re: Lake Street TIF Consultant

Historical Context

In the Village's most recent strategic plan under "short-term complex", was to *determine the need for a TIF district in a portion of the downtown and along Lake Street*. It was determined that the Lake Street corridor would be the most prudent route at this time.

At the May 16th Village of Bartlett Committee of the Whole meeting, the Village Board had a chance to review the proposal letter from Teska and Associates, which included a scope of services detail.

Project

The proposed agreement is budgeted for and has come in under that mark. The cost from initial project review through adoption itself is \$25,750. The process is estimated to be approximately 6 months and the breakdown of phases are outlined below.

PHASE	COST
Phase 1: Initial Project Review	\$1,500
Phase 2: Eligibility Report	\$7,750
Phase 3: Prepare Project Redevelopment Plan	\$10,500
Phase 4: TIF Adoption	\$5,500
Expenses	\$500
Total	\$25,750

Recommendation

Based on direction from the Village Board at strategic planning, analysis of the proposal, and the comprehensive resume of projects, staff recommends moving forward with the proposed agreement.

Motion: I move to approve RESOLUTION 2023-____ A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND TESKA ASSOCIATES, INC.

RESOLUTION 2023 - _____

A RESOLUTION APPROVING AN AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND TESKA ASSOICATES, INC.

BE IT RESOLVED 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: **APPROVAL.** The Agreement between the Village of Bartlett and Teska Associates, Inc., for TIF consulting services related to the creation of a new TIF district along Lake Street (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: **AUTHORIZATION.** The Village Administrator is hereby authorized and directed to sign the Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on June 6, 2023, and approved on June 6, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

AGREEMENT BETWEEN
VILLAGE OF BARTLETT, ILLINOIS
AND TESKA ASSOCIATES, INC.

This AGREEMENT made and entered into this _____ day of _____, 2023 by and between the Village of Bartlett, an Illinois Municipal Corporation with offices at 228 S. Main Street, Bartlett, IL 60103, hereinafter referred to as the "CLIENT" and Teska Associates, Inc., an Illinois Corporation with offices at 627 Grove Street, Evanston, Illinois 60201, and 24103 W. Lockport Street Unit #107, Plainfield, Illinois 60544, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish professional and technical assistance in connection with **TIF consulting services related to the creation of a new TIF district along Lake Street, either side of Oak Avenue**, hereinafter referred to as the "PROGRAM", and the CONSULTANT has signified its willingness to furnish professional and technical services to the CLIENT:

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. Scope of Consultant's Services

The CONSULTANT agrees to commence work upon execution of this AGREEMENT, and to perform those services outlined in Attachment "A", a copy of which is attached hereto and incorporated in this Agreement, utilizing the degree of skill and care exercised by practicing professionals performing similar services under similar conditions. CONSULTANT makes no other representations and no warranties of any kind, whether express or implied, with respect to its services rendered hereunder.

B. Services to be provided by the CLIENT

In the event that any information, data, reports, records and maps are existing and available and are useful for carrying out the work on this PROJECT, the CLIENT shall promptly furnish this material to the CONSULTANT. CONSULTANT shall be entitled to rely upon the accuracy and completeness of all information provided by the CLIENT and the CLIENT shall obtain any information reasonably necessary for the CONSULTANT to perform its work under this Agreement. The CLIENT will be responsible for the organization and conduct of all meetings necessary to carry out the services described in Attachment "A". The CLIENT designates **Tony Fradin, Economic Development Coordinator** to act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define the CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked.

C. Compensation

The CONSULTANT shall be compensated for services on the basis of hourly billing rates for professional and technical staff time devoted to the PROJECT, plus reimbursement for directly related expenses such as travel (including use of automobiles at \$0.56 per mile, tolls, reproduction, subcontractors, etc.). The billing rates for professional staff are:

Principals	\$150 – \$195/hour
Senior Associates	\$115 - \$145/hour
Associates	\$100 – \$110/hour
Clerical/Technical	\$60/hour

Based upon the Scope of Services in Attachment A, the maximum compensation for this project will not exceed **\$25,750**. An accurate accounting of the hours and expenses incurred on the assignment shall be kept by the CONSULTANT and the CLIENT will be invoiced accordingly.

This cost includes all services outlined in Attachment A: The Scope of Services, as well as normal reimbursable expenses (reproduction, mail/delivery costs). Cost for required notices to the taxing bodies is included. The price does not include the cost of obtaining a legal description, which can likely be provided by the Village's Engineer. The cost of newspaper publication notices for meetings and mailing costs for the required public hearing are dependent upon the final number of PINs and residential addresses within 750ft. of the final Project Area, and are not included.

Each phase may be authorized separately by the Village upon completion of the prior phase, if the Village prefers. The Village would be responsible only for the fees and expenses authorized, and therefore may choose to delay, defer, or terminate the remainder of the phases.

PHASE	COST
Phase 1: Initial Project Review	\$1,500
Phase 2: Eligibility Report	\$7,750
Phase 3: Prepare Project Redevelopment Plan	\$10,500
Phase 4: TIF Adoption	\$5,500
Expenses	\$500
Total*	\$25,750

** Total cost excludes costs for preparation of a legal description and mailing costs for required notices. Teska has ongoing relationships with engineers/surveyors and a mailing house that can assist with these additional tasks that fall outside of this scope of services.*

D. Method of Payment

Method of payment shall be as follows: The CONSULTANT shall submit monthly invoices for costs incurred on the PROJECT during the billing period. Invoices are subject to the requirements of the Prompt Payment Act of the State of Illinois. To the extent permitted by applicable law, the CLIENT agrees to pay all costs and disbursements, including reasonable attorney's fees, incurred by the CONSULTANT in legal proceedings to collect for invoices which are delinquent and payable. No interest or collection costs shall be included in the upset maximum budget of this Agreement.

If the CLIENT fails to make any payment due the CONSULTANT within sixty (60) days from receipt of the invoice, the consultant may, after giving seven days' written notice to the CLIENT, suspend services under this AGREEMENT until it has been paid in full all amounts due.

E. Time of Performance

Work shall proceed in a timely manner according to mutually acceptable scheduling adopted between the CLIENT and CONSULTANT. The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this Agreement and shall continue through **December 31, 2023**.

F. Excusable Delays

The CONSULTANT shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the CONSULTANT to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the reasonable control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, illness, accidents, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

G. Termination

The CLIENT and the CONSULTANT shall have the right to terminate the Agreement by written notice delivered to the other party at least thirty (30) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the CONSULTANT under the Agreement shall become the property of the CLIENT upon payment of all invoices properly submitted and due the CONSULTANT under the terms of the Agreement. CLIENT acknowledges that incomplete documents are not represented as suitable for any use or purpose, and

further agrees to defend, indemnify, and hold the CONSULTANT harmless from and against all claims, costs, suits, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or relating to any use, reuse, or modification of any CONSULTANT-authored documents that occurs without the CONSULTANT'S consent and professional involvement. This includes any subsequent use or completion of any incomplete documents.

H. Dispute Resolution

The parties agree that all claims, disputes, or other matters in question that arise out of or relate to this AGREEMENT or the breach thereof shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. If mediation fails to resolve the matter, either party may initiate litigation in a court of competent jurisdiction in the State of Illinois.

I. Conflict of Interest

The CONSULTANT certifies that to the best of his knowledge, no CLIENT's employee or agent interested in the Agreement has any pecuniary interest in the business of the CONSULTANT or the Agreement, and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the Agreement.

J. Changes

The CLIENT may, from time to time, require or request changes in the scope or deadline of services of the CONSULTANT to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

K. Hold Harmless

The CLIENT shall hold the CONSULTANT harmless, protect and defend the CONSULTANT against any claims brought by third parties in connection with the implementation of any recommendations made or services rendered by the CONSULTANT in accordance with the Agreement that are not the result of the CONSULTANT'S negligence.

To the fullest extent permitted by law, the total liability in the aggregate, of the CONSULTANT to the CLIENT or anyone claiming by, through, or under the CLIENT, whether arising in tort, breach of contract, or by virtue of any other cause of action or legal theory, shall be limited to the coverage and limits of the insurance required of CONSULTANT by this Agreement.

The CONSULTANT shall indemnify and hold the CLIENT from and against damages, costs, liabilities, and expenses, to the extent caused by the CONSULTANT'S negligence in the performance of its services under this Agreement.

L. Insurance

The CONSULTANT shall maintain and keep in force during the term of this Agreement Commercial General Liability and Automobile Liability coverage in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	\$4,000,000
Products-Completed Operation Aggregate	\$4,000,000
Each Occurrence Limit	\$2,000,000
Medical expense Limit	\$10,000
Auto - Combined Single Limits (each Accident)	\$1,000,000
Excess/Umbrella Liability	\$1,000,000
Workers Compensation (statutory limits)	\$1,000,000

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this Agreement on the date and year first above written.

CONSULTANT:
TESKA ASSOCIATES, INC.

CLIENT:
VILLAGE OF BARTLETT, IL



BY: _____
Lee M. Brown, President

BY: _____

Date: May 3, 2023

Date: _____

Attachment A: SCOPE OF SERVICES

Phase 1: Initial Project Review

1.1 Kick-off Meeting.

Teska will meet with Village staff to review and agree on a clear approach for the project. Discussions will include the proposed TIF boundaries, acquisition of relevant GIS base map information (if available), and any past development agreements as well as desired future (re)development within the study area.

1.2 Preliminary Evaluation. Teska will conduct a field evaluation to determine observable conditions in support of TIF eligibility. Other data, including evidence of code violations collected by the Village and property assessment data collected from Cook County will also be considered in light of the eligibility criteria. Based on the preliminary evaluation, Teska will prepare a memo that summarizes the Consultant's recommendations regarding both eligibility and the boundaries of a potential TIF district. If requested, Teska will present these preliminary recommendations to the Village in a forum before the Village Board or its committees.

Phase 2: Eligibility

2.1 Data Collection and Analysis. Teska will work with the appropriate Cook County departments and Village Staff to obtain supplemental information from official records related to the eligibility of the Study Area. Supplemental information includes base maps with tax identifiers, age of structures, presence of illegal uses, documented code violations, occupancy and vacancy status of structures, infrastructure deficiencies, equalized assessed values, and tax delinquencies. The information obtained through the field survey and through review of pertinent documents will be tabulated and analyzed to ensure that the reconfigured Study Area is eligible as a Redevelopment Project Area in accordance with the Act.

2.2 Eligibility Findings Report. A draft report will be prepared for the Study Area which will outline the eligibility status of the parcels included in the proposed TIF district. The report will include maps to show the proposed TIF boundary.

2.3 Eligibility Review Meeting. Teska will meet with the Village, either at a Village Board meeting or at a more informal staff level meeting, to review the draft Eligibility Study, and to discuss moving forward with preparation of the Redevelopment Plan.

Phase 3: Prepare Project Redevelopment Plan

3.1 Plan Preparation. Teska will prepare a Redevelopment Plan for the project area that will include all required elements as outlined in the Tax Increment Allocation Redevelopment Act (Chapter 65 ILCS 5/11-74.4-1, et seq.) of the Illinois Statutes as amended. Highlights of the Redevelopment Plan's elements will include:

- Redevelopment Project Area boundary description, and corresponding maps;
- Redevelopment Plan and Program Objectives;
- Proposed Project Area land use plan, infrastructure, and public improvements; and
- Proposed TIF Budget based on projected incremental revenue.

The Redevelopment Plan will also include an examination of key opportunity sites within the Study Area.

3.2 Identification of Public Notice of Meetings. Teska will work with Village staff and Cook County to identify the property owners of record and subsequent public notice list for all properties located within the Redevelopment Project Area and all properties within 750 feet of the Redevelopment Project Area as required per the Act. Teska will prepare all required notices. The Village will execute all required mailed and published public notification of Joint Review Board and other required public meetings and hearings as described in state statutes, and will keep complete records of these notices.

3.3 Report Submittal and Review. A draft Redevelopment Plan will be prepared and submitted for review by the Village. Teska will attend a meeting to review and discuss the draft Redevelopment Plan. Teska will make revisions to the draft Redevelopment Plan as necessary and create a Final Draft version of the Redevelopment Plan for the adoption process.

Phase 4: Adoption of Redevelopment Project

4.1 Confer with Village Attorney. Teska will confer with the Village Attorney and create a timeline for the adoption of the TIF and assist with the preparation of the required approval ordinances.

4.2 Joint Review Board Meeting. The Village will convene a Joint Review Board (JRB) as required by TIF statute for the project area. Teska will attend one meeting of the JRB to present the findings of the Eligibility Study and the Redevelopment Plan, as well as a sample public notice.

4.3 Public Notice of Meeting. The Village will provide public notice of the public hearing described in Task 4.4. In advance of this task, Teska will have prepared and will provide to the Village a taxpayer of record list for each Property Identification Number (PIN) within the project area.

4.4 Public Hearing. Teska will participate in one formal public hearing as required by Illinois Revised Statutes to discuss the proposed TIF Plan and Program, discussion points from the Joint Review Board Meeting, and respond to questions from the public.

4.5 Village Board Deliberation. Teska will participate in a Village Board meeting to answer remaining questions and assist with TIF adoption.

4.6 Revisions. Teska will perform revisions to the draft Eligibility Study, and Redevelopment Plan as necessary, based on public comment and Village Board recommendations. Teska will submit a final Redevelopment Plan and associated Eligibility Study, in print and electronic format.

4.7 Filing of Required Documents. Teska will assist the Village in submitting all required forms and data to the Cook County Clerk and the Illinois Department of Commerce and Economic Opportunity.



Agenda Item Executive Summary

Item Name Brewster Creek TIF Developer Note #5, Payout #6 Committee or Board Board

BUDGET IMPACT			
Amount:	\$15,300	Budgeted	\$15,300
List what fund	Brewster Creek TIF Project Fund		
EXECUTIVE SUMMARY			
Brewster Creek Public Improvements - TIF Developer Note #5, Payout #6.			
ATTACHMENTS (PLEASE LIST)			
Finance Memo Resolution Memorandum of Payment Schedule of Costs Village Engineer Letter			
ACTION REQUESTED			

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2023-_____, a resolution approving of the Disbursement Request for Payout No. 6 from the Subordinate Lien Tax Increment Revenue Note, Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project.

Staff: Todd Dowden, Finance Director Date: 05/29/2023

Village of Bartlett
Finance Department Memo
2023 - 15

DATE: May 29, 2023
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: Brewster Creek TIF Developer Note #5 Payout Request #6

In September 2020, the Board authorized the village to issue Developer Note #5, not to exceed \$3,000,000 to Elmhurst Chicago Stone for continuing the public improvements in the Brewster Creek TIF. Elmhurst Chicago Stone advances funds from their own sources and receives a note from the village to get reimbursement if and when there is sufficient tax increment to do so and after all other TIF obligations are paid.

Attached is a resolution and several documents to approve the 6th developer note #5 payout request for the Brewster Creek TIF development. The total amount is \$15,300. The attachments are various documents required by the village's redevelopment agreement. The attachments include:

1. Resolution Approving of Disbursement Request
2. Memorandum of Payment
3. Schedule of Costs
4. Village Engineer letter concurring with Disbursement Request

Upon approval of the resolution, the note will be executed and the amount tracked for payment as increment becomes available.

MOTION: I move to approve Resolution Number 2023-_____ A Resolution Approving of Disbursement Request for Payout No. 6 from the Subordinate Lien Tax Increment Revenue Note, Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

RESOLUTION 2023-

A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 6 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2020 FOR THE ELMHURST CHICAGO STONE BARTLETT QUARRY REDEVELOPMENT PROJECT

WHEREAS, pursuant to the Redevelopment Agreement dated as of November 1, 1999 between the Village and Elmhurst Chicago Stone Company ("ECS"), the Village agreed to issue subordinate lien tax increment revenue notes from which certain TIF eligible expenses related to the Bartlett Quarry Redevelopment Project (the "Project Costs") are to be reimbursed according to certain procedures for payment; and

WHEREAS, the Village passed an Ordinance providing for the issue of certain Subordinate Lien Tax Increment Revenue Notes, Series 2020, in an amount not to exceed \$3,000,000 (the "Series 2020 Subordinate Note"); and

WHEREAS, ECS has delivered to the Village its sixth Memorandum of Payment requesting that it be reimbursed the sum of \$15,300 in Project Costs for Payout No. 6 from the Subordinate Lien Tax Increment Revenue Note; and

WHEREAS, ECS has submitted an owner's sworn statement, general contractor's sworn statement, waivers of lien, invoices and other documentation (the "Supporting Documentation") in support of its sixth Memorandum of Payment request in accordance with Section 12-1 of the Redevelopment Agreement to support eligible Project Costs which documentation has been reviewed and approved by the Village Engineer, and he has concurred with the Developer's Engineer that the work has been completed and materials are in place as indicated by the sixth Memorandum of Payment request; and

WHEREAS, The Series 2020 Subordinate Note requires advances to be in even increments of \$100,

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

SECTION ONE: The Memorandum of Payment No. 6 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2020 Subordinate Note in the sum of \$15,300 is hereby approved.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED June 6, 2023

APPROVED June 6, 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 Resolution 2023- , enacted on June 6, 2023, and approved on June 6, 2023, as the same appeared from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

DEVELOPER NOTE #5

MEMORANDUM OF PAYMENT NO. 6

Pursuant to the **REDEVELOPMENT AND FINANCING AGREEMENT** (the "Agreement") between the **VILLAGE OF BARTLETT** (the "Village") and **ELMHURST-CHICAGO STONE COMPANY** (the "Developer"), dated November 4, 1999, the Developer hereby submits a signed Memorandum of Payment pursuant to Section 12-2 of said Agreement. Attached to this Memorandum of Payment is the following:

1. Documentation which authorizes and requests partial payment; and
2. Documentation which sets forth payments by the Developer of the invoices for which partial payments is being requested; and
3. Such other documentation as is required by Section 12-1.C of the Agreement.
4. Developer requests payment in the sum of \$ 15,300.00 bearing an interest rate at 7.0% per annum.

ELMHURST-CHICAGO STONE COMPANY

By:  _____
President

Dated: 5/19/23

SCHEDULE 1

COST OF THE IMPROVEMENTS

V3	Park Basin Maintenance 2020,2021, 2022 & 2023	\$	9,485.00
V3	Lot 12A Aggregate Pier Earthwork	\$	4,853.36
V3	Misc. Engineering & Survey Services	\$	865.00
	Total	\$	<u>15,203.36</u>

June 6, 2023

Mr. Todd Dowden, Director of Finance

RE: **DEVELOPER NOTE # 5 MEMORANDUM
OF PAYMENT # 6** – RELATIVE TO THE
REDEVELOPMENT AND FINANCING
AGREEMENT BETWEEN THE VILLAGE
OF BARTLETT AND ELMHURST CHICAGO
STONE COMPANY

Dear Todd:

We are herein submitting information relative to the above referenced payment request for the redevelopment of the Elmhurst Chicago Stone Company property in Bartlett. Included as part of the documentation is:

- The **Developer Note # 5 Memorandum of Payment # 6** from Elmhurst Chicago Stone Company requesting payment in the amount of **\$15,300.00** to reimburse itself for monies spent on the project for the period of **February 29, 2023** through **May 19, 2023**
- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

- Executed contracts, agreements for services and purchase orders;
- Contractor invoices, work completion and amounts paid or retained;
- Partial or final waivers of lien and sworn statements for each contractor or vendor receiving payment on this draw.

All documentation provided and reviewed meets the requirements of Section 12-1 of the Redevelopment and Financing Agreement between the Village of Bartlett and Elmhurst Chicago Stone Company.

We have reviewed the certification for V3 Companies stating that the work has been completed and materials are in place as indicated on the **Developer Note # 5 Memorandum of Payment # 6**. We have also included invoices from firms noted above for professional services. Based on periodic field observations and review of supporting documents submitted, including the invoices for professional services, we concur with the opinion of V3 Companies that the work has been completed and materials are in place as indicated in the **Developer Note # 5 Memorandum of Payment # 6**, covered by the dates February 29, 2023 through May 19, 2023.

Please contact our office if there are any questions.

Bartlett Village Engineer

Robert Allen, PE

Robert Allen, PE

cc: Dan Dinges, P.E., Director of Public Works
Kurt Asprooth, Village Attorney



Agenda Item Executive Summary

Item Name Professional Services Agreement for Health Services Committee or Board Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

Professional service agreement for fiscal year 2023/24 for Food & Alcohol Service Training, Inc. (FAST) to provide health services for the portion of the Village within Cook County.

This is the first year the Village will be contracting out health services; the health inspector position will be eliminated from the Planning & Development Services Department's personnel budget.

ATTACHMENTS (PLEASE LIST)

PDS Memo, resolution, agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move the passage of Resolution 2023- , " A Resolution Approving the Professional Services Agreement between the Village of Bartlett and Food & Alcohol Service Training, Inc."

Staff: Kristy Stone, PDS Director

Date: May 25, 2023

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM

23-17

DATE: May 25, 2023

TO: Paula Schumacher, Village Administrator

FROM: Kristy Stone, Planning & Development Services Director 

RE: **Contract with Food & Alcohol Service Training, Inc. for Health Services**

Attached is a contract for the board's review for Food & Alcohol Service Training, Inc. (FAST) to provide health services for the portions of the Village within the Cook County. Frank Bertolami is a Licensed Environmental Health Practitioner with over 33 years of experience providing food establishment audits and has been utilized as the Village's back-up health inspector. The health services contract includes food establishment risk-based inspections, special event food vendor inspections and food establishment plan reviews. Currently there are 11 low risk, 22 medium risk and 10 high risk food establishments that would require inspections by FAST. *The DuPage and Kane County Health Departments inspect all food establishments their respective county boundaries.*

This is the first year the Village will be contracting out health services; the health inspector position will be eliminated from the Planning & Development Services Department's personnel budget.

RECOMMENDATION

1. The staff recommends **approval** of the attached contract.
2. A resolution is attached for your review approving of the 1-year contract with Food & Alcohol Service Training, Inc. and the Village of Bartlett.

RESOLUTION 2023 - _____

A RESOLUTION APPROVING AN AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND FOOD & ALCOHOL SERVICE
TRAINING, INC.

BE IT RESOLVED 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: **APPROVAL.** The Agreement between the Village of Bartlett and Food & Alcohol Service Training, Inc., for health inspection services (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: **AUTHORIZATION.** The Village Administrator is hereby authorized and directed to sign the Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna 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 June 6, 2023, and approved on June 6, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

PROFESSIONAL SERVICES AGREEMENT

This **AGREEMENT** is dated as of the ____ day of _____, 2023 ("**Agreement**"), and is by and between **THE VILLAGE OF BARTLETT** ("**Village**"), an Illinois home rule municipality, and **FOOD & ALCOHOL SERVICE TRAINING, INC.** ("**Contractor**")

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village's authority, the parties agree as follows:

SECTION 1. CONTRACTOR AND SCOPE OF SERVICES.

A. Engagement of Contractor. The Village desires to engage the Contractor to perform and provide the services described in the Contractor's Scope of Services, a copy of which is attached as **Exhibit A** to this Agreement ("**Scope**"). The Contractor represents it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the services set forth in the Scope ("**Services**") in accordance with the standards of practice, care, and diligence practiced by recognized companies or firms performing services of a similar nature in existence at the time of performance. The representations and certifications expressed are in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are reserved to the Village.

B. Commencement; Time of Performance. The Contractor must commence the Services immediately upon receipt of written notice that this Agreement has been fully executed by the Parties ("**Commencement Date**").

C. Compensation. The Village will pay the Contractor pursuant to the fee schedule attached to this Agreement as **Exhibit B**. The Contractor must submit monthly invoices in an approved format to the Village for services rendered during that month by the Contractor in performing the Services. The Village agrees to pay the Contractor's invoices no later than the 15th day of the following month.

D. Term. The term of this Agreement will run from June 6, 2023 to April 30, 2023. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time, with or without cause, upon 7 days prior written notice to the Contractor. In the event this Agreement is terminated, the Contractor will only be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to the termination date.

SECTION 2. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "**Confidential Information**" shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system and information obtained from server logs or other records of electronic or machine readable form. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Contractor from a source other than the Village prior to the time of disclosure of said information to the Contractor under this Agreement ("**Time of Disclosure**"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the

Contractor or the Village; or (4) to have been supplied to the Contractor after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Contractor. The Contractor acknowledges that it may, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Contractor agrees to hold confidential all Confidential Information and will not disclose or use Confidential Information without express prior written consent of the Village. The Contractor must use reasonable measures at least as strict as those the Contractor uses to protect its own confidential information.

SECTION 3. INDEMNIFICATION; INSURANCE.

A. **Indemnification.** Contractor will indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with the Contractor's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in this Agreement.

B. **Insurance.** The Contractor will, at its sole cost, obtain and keep in force at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

1. Commercial General Liability: \$2,000,000.00 General Aggregate

The Contractor must name the Village as an additional insured and provide Village with Certificates of Insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of Village to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of 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. The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof. Failure to maintain the required insurance may result in termination of this Contract at Village's option. Contractor represents and warrants that no employees of Contractor will perform any services under this Agreement, and that Contractor has no employees who are eligible to receive workers' compensation benefits.

SECTION 4. DEFAULT.

If it should appear at any time that the Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any such Event of Default within 10 business days after the Contractor's receipt of written notice of such Event of Default from the Village,

then the Village will have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Contractor. The Village may require the Contractor, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Services into compliance with this Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Contractor or as a result of actions taken by the Village in response to any Event of Default by the Contractor.

SECTION 5. SPECIAL PROVISIONS.

A. Relationship of the Parties. The Contractor acts as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

B. Conflict of Interest. The Contractor represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Contractor or this Agreement; (2) as of the date of this Agreement neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Contractor nor any person employed by or associated with the Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Compliance With Laws. Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations. Contractor is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors, performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Contract is deemed to be inserted.

E. Mutual Cooperation. The Village agrees to cooperate with the Contractor in the performance of the Services, including meeting with the Contractor and providing the Contractor with such information that the Village may have that may be relevant and helpful to the Contractor's performance of the Services. The Contractor agrees to cooperate with the Village in the performance of and the completion of the Services and with any other Contractors engaged by the Village.

F. Village Obligations.

1. Notice of Special Event Inspections. The Village will provide Contractor a minimum of two (2) weeks prior notice of any special event inspections, along with the special event vendor's contact information.

2. Inspection Report Forms. The Village agrees to provide Contractor with carbonless paper inspection forms to be used by the Contractor only for services provided under this Agreement.

3. Village Identification. The Village agrees to provide Contractor with documentation identifying the Contractor as an authorized agent of the Village with the authority to conduct the inspections listed in the Scope.

4. Office Support. The Village agrees to provide Contractor with meeting space at the Bartlett Village Hall, and to allow Contractor to use Village copiers for purposes relating to the services provided under this Agreement.

G. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Services to be performed under this Agreement ("**Documents**") are deemed the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Contractor will cause the Documents to be promptly delivered to the Village.

H. Freedom of Information Act. The Contractor agrees to maintain, without charge to the Village, all records and documents for projects of the Village in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor must produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor must notify the Village and if possible, the Village will request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the

Freedom of Information Act due to Contractor's failure to Contractor documents or otherwise appropriately respond to a request under the Act, then Contractor will indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

SECTION 6. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. This Agreement may not be assigned by the Village or by the Contractor without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement will bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by email. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt; (d) time-stamp email was sent. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Kristy Stone
Planning & Development Services Director
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103
kstone@bartlett.il.gov

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

Frank Bertolami
Food & Alcohol Service Training, Inc.
P.O. Box 226
Algonquin, IL 60102
chieftriangle@yahoo.com

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

F. Governing Laws. This Agreement will be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for any dispute arising out of relating to this Agreement will be in the Circuit Courts of Cook County, Illinois.

G. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

H. Waiver. Neither the Village nor the Contractor shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Contractor to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Contractor's right to enforce such rights or any other rights.

I. Exhibits. Exhibit A and Exhibit B are attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between the Exhibits and the text of this Agreement, the text of this Agreement shall control.

THE VILLAGE OF BARTLETT

By: _____
Village Administrator

FOOD & ALCOHOL SERVICE TRAINING, INC.

By: _____

Title: _____

EXHIBIT A

Scope of Services

1. Food & Alcohol Service Training, Inc. agrees to provide perform food establishment risk based inspections within the Cook County boundaries of the Village of Bartlett. Inspections will access the level of compliance with the Illinois Department of Public Health adopted FDA Food Code.
2. Food & Alcohol Service Training, Inc. agrees to inspect high, medium and low risk classified food establishments at the frequency determined by the Illinois Department of Public Health. (Annual inspection requirements are currently as follows: 3 for high; 2 for medium; and 1 for low)
3. Food & Alcohol Service Training, Inc. agrees to perform food establishment follow-up inspections when risk factor violations cannot be corrected immediately and food establishment complaint inspections when necessary.
4. Food & Alcohol Service Training, Inc. agrees to provide an inspection report to the food establishment upon completion of the inspection and a copy of the inspection report to the Village of Bartlett within 24 hours.
5. Food & Alcohol Service Training, Inc. agrees to perform food establishment plan reviews within 5 business days of receiving the plans.

EXHIBIT B

Fee Schedule

- Food Establishment Inspections: \$80 per inspection.
- Food Establishment Plan Reviews: \$50 per hour (1 hour minimum).
- Required Research Work/FOIA Response: \$50 per hour (1 hour minimum).
- Special Event Food Vendor Inspections: \$75 per hour (2 hour minimum).

POLICE DEPARTMENT MEMORANDUM
23-26

DATE: May 25, 2023

TO: Paula Schumacher, Village Administrator

FROM: Geoffrey Pretkelis, Chief of Police

RE: **A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE PURCHASE OF FOUR POLICE VEHICLES FROM MORROW BROTHERS FORD, INC.**

The police department is requesting authorization to waive advertising for bids and approving the purchase of four (4) 2023 Ford Utility Police Interceptor Vehicles from Morrow Brothers Ford, Inc. in Greenfield, Illinois. These vehicles would be purchased to maintain our fleet vehicle coverage for the patrol division. Due to shipping and delivery constraints, there is a delay of at least 10-12 months to purchase and receive vehicles from Currie Motors through the Suburban Purchasing Cooperative Contract. Currie Motors is also not taking new orders to purchase vehicles at this time. These vehicles are currently in stock and ready for pick-up at Morrow Brothers Ford, Inc.

These vehicles would replace two (2) Ford Interceptor Utility Police Vehicles in the FYE 22/23 budget and two (2) Ford Interceptor Utility Police Vehicles in the FYE 23/24 budget. The total price to purchase these vehicles is \$167,900.00, which is \$11,950.00 over the authorized FYE 22/23 budget and \$6,050.00 under the authorized FYE 23/24 budget.

MOTION: I move to approve Resolution 2023-____, A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE PURCHASE OF FOUR POLICE VEHICLES FROM MORROW BROTHERS FORD, INC.

RESOLUTION 2023 - _____

**A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING
THE PURCHASE OF FOUR POLICE VEHICLES FROM
MORROW BROTHERS FORD, INC.**

WHEREAS, the Village of Bartlett ("Village") Board of Trustees on November 1, 2022, authorized the purchase of two (2) 2023 Ford Interceptor Vehicles through the Suburban Purchasing Cooperative in the amount of \$81,716.00 from Currie Motors of Frankfort, Illinois ("*Currie Motors*"); and

WHEREAS, the Purchase Order for the two (2) 2023 Ford Interceptor Vehicles from Currie Motors has not yet been executed to effectuate such purchase; and

WHEREAS, there is currently a delay between purchase and receipt of the Currie Motors vehicles of approximately ten to twelve (10–12) months, and there is extremely limited availability of acceptable police patrol vehicles from other vendors due to supply chain issues; and

WHEREAS, the Village on May 9, 2023, received a quote from Morrow Brothers Ford, Inc., attached hereto as Exhibit A, providing the price and availability of 2023 Ford Police Interceptor Utility All-Wheel Drive Vehicles ("*Morrow Brothers*"), indicating that each unit is currently in stock with no delay between purchase and receipt; and

WHEREAS, the Bartlett Police Department has an immediate need for the purchase of four (4) operable patrol vehicles to provide effective police protection to the Village and its residents; and

WHEREAS, the Village Board has determined that procuring the necessary police patrol vehicles is not adapted to award through the competitive bidding process at this time due to the lack of available vehicles caused by supply chain issues and the immediate needs of the Bartlett Police Department; and

WHEREAS, the Village Board has determined that it is in the best interest of the health, safety, and welfare of the Village of Bartlett and its residents to waive competitive bidding and purchase the four (4) patrol vehicles from Morrow Brothers to eliminate any delay in the receipt of these necessary patrol vehicles by the Bartlett Police Department.

NOW, THEREFORE, BE IT RESOLVED 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 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though fully set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator to take all actions and execute any necessary documents to complete the purchase of the four (4) 2023 Ford Police Interceptor Vehicles from Morrow Brothers in the amount of \$167,900.00, as more fully set forth in Exhibit A.

Section 3. Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the purchase of the Morrow Brothers vehicles authorized by this Resolution, such competitive bidding requirements are hereby waived based on the matters set forth in the recitals of this Resolution.

Section 4. Repeal and Savings Clause. All resolutions or approvals in conflict or inconsistent with this Resolution are hereby repealed to the extent of such conflict or inconsistency, including, but not limited to, the November 1, 2022, approval of the Village Board of Trustees to purchase two (2) Ford Interceptor Vehicles from Currie Motors.

Section 5. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, this 6th day of June, 2023.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on June 6, 2023, and approved on June 6, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

EXHIBIT A

May 9, 2023 Quote from Morrow Brothers Ford, Inc.



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

May 9, 2023

Sergeant Greg Milos #72
Bartlett Police Department
O: 630-837-0846
C: 630-540-5133
gmilos@bartlett.il.gov

We propose the following for your consideration.

1-New 2023 Ford Police Interceptor Utility AWD

- Exterior Color UM Black
- 96 Cloth Front/Vinyl Rear Seats
- 43D Dark Mode Interior
- 60A Grill/Lamp/Speaker Wiring
- 51R Driver's Side LED Spotlight
- 549 Power Heated Mirrors
- 47A Factory Ignition Override
- 68G Rear Locks/Windows Driver Controlled
- 63B LED Mirror Warning R/R or B/B
- MBF Re-Key to 1435x
- All other standard equipment – Per attached page
- New MP License/Title, Delivery to BPD

Illinois Government Price \$41,975.00* Each

Units are in stock* and available first come first serve. Stock units are subject to sale at any time. Additional options can be added as required. All trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

Please submit this form along with your purchase order and a copy of your Illinois Tax Exempt Letter.



Agenda Item Executive Summary

	A Resolution Approving of the Agreement with School District U-46 Providing for a School Resource Officer	Committee or Board	Board
Item Name			

BUDGET IMPACT

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

EXECUTIVE SUMMARY

School District U-46 is requesting the Village of Bartlett to approve the proposed annual agreement to have school resource officers assigned to Eastview Middle School and Bartlett High School for the 2023-2024 school year. There are no new changes in the proposed agreement with School District U-46.

ATTACHMENTS (PLEASE LIST)

Police Department Memo
 Proposed Resolution
 Agreement Between The Village of Bartlett and School District U-46 Providing For A School Resource Officer For Eastview Middle School and Bartlett High School

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance

X MOTION: I move to approve Resolution 2023 - _____, A Resolution Approving Of The Agreement Between The Village Of Bartlett And School District U-46 Providing For A School Resource Officer.



Staff:	Geoffrey Pretkelis, Chief of Police	Date:	May 25, 2023
	Greg Milos, Support Services Sergeant		

**POLICE DEPARTMENT MEMORANDUM
23-25**

DATE: May 25, 2023

TO: Paula Schumacher, Village Administrator

FROM: Geoffrey Pretkelis, Chief of Police

RE: A Resolution Approving of the Agreement with School District U-46
Providing for a School Resource Officer

School District U-46 is requesting the Village of Bartlett to approve the proposed annual agreement to have school resource officers assigned to Eastview Middle School and Bartlett High School for the 2023-2024 school year. The school district is not requesting any changes from last year's agreement.

Former Village Attorney Bryan Mraz reviewed the agreement and did not have any concerns. If approved, the services under this agreement shall commence on August 14, 2023 and continue in full force and effect until June 5, 2024.

MOTION: I move to approve Resolution 2023-____, A Resolution Approving Of The Agreement Between The Village Of Bartlett And School District U-46 Providing For A School Resource Officer

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE
VILLAGE OF BARTLETT AND SCHOOL DISTRICT U-46 PROVIDING
FOR A SCHOOL RESOURCE OFFICER**

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

SECTION ONE: The Agreement Between the Village of Bartlett and School District U-46 Providing for a School Resource Officer dated as of June 6, 2023, including Exhibit A thereto (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:

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 April 18, 2023, and approved on June 6, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

**AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SCHOOL DISTRICT U-46
PROVIDING FOR A SCHOOL RESOURCE OFFICER**

This Agreement is entered into this 6th day of June 2023, by and between the Village of Bartlett, Illinois, a municipal corporation (the "Municipality") and the Board of Education of School District U-46 (the "District"). Collectively, the Municipality and the District may be hereinafter referred to as the "Parties".

WHEREAS, the District desires to have, on a contract basis, School Resource Officers ("SROs") detailed to the District's Schools; and

WHEREAS, the Municipality is willing to provide such SROs in exchange for the payment outlined in this Agreement; and

WHEREAS, both the 1970 Illinois Constitution, (Article VII, Section 10) and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, both the Municipality and the District are interested in promoting the safety and security of the staff, students and school premises in the District; and

WHEREAS, the Municipality and the District have previously entered into Intergovernmental Agreements regarding the same subject matter as this Agreement, and the parties hereto intend that all such previous Intergovernmental Agreements regarding the subject matter hereof are hereby terminated, and that this Agreement shall supersede and supplant any and all such prior Intergovernmental Agreements between the parties hereto regarding the subject matter hereof.

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

SECTION 2. TERM

The services under this Agreement shall commence on August 14, 2023 and continue in full force and effect until June 5, 2024.

SECTION 3. PURPOSE

- The purpose of the SRO Program is to facilitate, promote, and help maintain a safe, secure, and nurturing school learning environment that is flexible in meeting the academic, social, and emotional needs of each student.
- By establishing a working relationship with school personnel, a cooperative effort to prevent juvenile delinquency is formed.
- It is the responsibility of District teachers and other District educators to respond to inappropriate student behavior in a way that supports personal growth and learning opportunities for all students.
- It is further the goal of the District that school discipline be administered through the Student Code of Conduct focusing on keeping students within the classroom setting.
- School-based infractions shall be addressed primarily by using student-based interventions that improve school safety and academic performance for all (*e.g.* classroom interventions, counseling services, restorative justice, peer mediation, etc.), and not focused primarily on using exclusionary, punitive measures, or arrests.
- The Police Department and District, in order to ensure an efficient and cohesive SRO program, will build a positive relationship between law enforcement, students, and school employees. The goal of the program is to reduce crime, create a safe school environment, and provide a law enforcement resource to school administrators, teachers, and students.

SECTION 4. OBLIGATIONS AND RESPONSIBILITIES OF THE MUNICIPALITY THROUGH ITS POLICE DEPARTMENT

4.0 Provide Police SROs to the District for Interview

- If and when the position of SRO is vacant, the Municipality's Police Department will provide to the District qualified candidates to interview. The selection process will include a collaborative interview process of the qualified applicants by the school and District administration, and the Police Department administration.
- After the interview process, the District shall provide the Municipality their order of preference in candidates. The final selection shall be made by the Municipality's Chief of Police in her/his sole discretion. The Police Department candidates must have the following training and qualifications:
 - A. Special interest and understanding of juveniles, Juvenile Law, constitutional protections, and their problems and concerns;
 - B. Strong, effective leadership abilities;
 - C. Positive and proactive attitude, excellent interpersonal and problem-solving skills, ability to resolve conflicts, and excellent verbal and written communication skills;
 - D. Self-motivated, and an ability to work with minimal supervision;
 - E. Ability to interact effectively and productively with the Police Department, courts, school staff, students and parents;
 - F. Experience in and knowledge of drug and gang awareness;
 - G. Non-probationary Police employee;
 - H. Excellent attendance record.

4.0.1 Training and Professional Development

A. The Municipality shall be responsible for the training standards of the SRO's assigned to the schools as established by the Illinois Law Enforcement Training Standards Board under 50 ILCS 705/10.22. The Police Department shall provide to the School District a certificate of completion, or approved waiver, issued by the Illinois Law Enforcement Training Standards Board under Section 10.22 of the Illinois Police Training Act [50 ILCS 705/10.22] indicating that the subject officer has completed the requisite course of instruction in the applicable subject areas within one year of assignment, or has prior experience and training which satisfies this requirement.

B. The District shall provide a minimum of three professional development training sessions for SROs each year. These training sessions are required by all SROs annually:

1) Crisis Prevention Institute (CPI) Non-Violent Crisis Intervention foundational course Modules 1,2,3,4, 7 and 8, (not including any physical safety or physical holds/restraints - Modules 5 and 6). This is a 6 hour professional development course used for U-46 staff. The purpose of this training for SROs is to develop common language, common awareness, and common response familiarity when U-46 staff and SROs respond to student escalations.

a. This course will be provided in August of each school year by a U-46 CPI Certified Instructor coordinated by the School Safety Department.

2) Student Special Needs Awareness in Autism and Special Education. This professional development will be provided by the U-46 Student Specialized Services department and includes an overall awareness and situational understanding of students with special needs. This training session will be 2.5 hours and be provided by a U-46 professional from the Student Specialized Services department.

3) Professional Development in line with 105 ILCS 5/10-22.6(c-5) concerning the adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, the appropriate and available supportive services for the promotion of student attendance and engagement, and developmentally appropriate disciplinary methods that promote positive and healthy school climates.

4.1 Organizational Relationships:

- The Police Department shall assign to the District on a full-time basis the officer chosen to act as the SRO.
- The SRO shall report to the school's principal and assistant principal.
- The SRO shall remain an employee of the Municipality and all personnel rules applicable to the Municipality police officers shall continue to apply to the SRO, and the SRO will at all times abide by all personnel rules of the Police Department.
- Moreover, the Municipality shall be fully responsible for all employee-related obligations.

4.2 Duties and Responsibilities of SRO

- The duties and responsibilities of the SRO assigned to the District shall include, but not be limited to, the following:
 - A. SROs act in the role of law enforcement officer but shall not enforce school rules or policies or become involved with matters that are strictly school discipline issues
 - B. Promote safety in and around the school by reducing crime and fear of crime, and by coordinating both parties' efforts to provide a safe and nurturing school learning experience that is flexible in meeting the academic, social, and emotional needs of each student.
 - C. Violence prevention activities with students and led by students.
 - 1) SROs will serve in a support role and participate in violence prevention activities that are developed by school administrators and teachers, in an effort to develop and enhance student voice and student leadership in violence prevention and violence prevention activities. Examples of programs that work to enhance these activities, and are supported by U-46 District Administration, are: the Sandy Hook Promise program, the Start with Hello program (Bullying prevention, relationship building, climate and culture), and Say Something (for violence prevention).
 - D. Run, Hide, Fight - School Safety Law Enforcement Drills based on FEMA IS-907: Active Shooter, What You Can Do. The SRO will:
 - 1) Serve as their assigned school's point of contact for school safety drills, attending all Run, Hide, Fight school safety drills, providing after-action feedback to principals, school administration and staff.
 - 2) Serve as the liaison between the school administration and the Police Department for any training, pre-planning, response planning and coordination with the District's Safety Department.
 - E. Provide information and give presentations to students, staff and parents to support and empower schools to be welcoming centers of family and community engagement.
 - F. Appear and testify in court proceedings and school suspension review and expulsion hearings as necessary, unless said appearance and/or testimony would interfere with any pending or reasonably contemplated law enforcement proceedings and/or criminal investigation.
 - G. Be proactive in identifying and addressing patterns of delinquency, street gang membership and activity and problem areas around the school to strive toward prevention, operational excellence and efficiency.
 - H. Assist school personnel with managing escalated and agitated individuals, crowd control and vehicle traffic patterns to strive toward prevention, operational excellence and efficiency.
 - I. Maintain open communication with school personnel in an attempt to identify individuals or conditions that could result in delinquent behavior, formulate prevention plans and identify proactive solutions.
 - J. Maintain and report to the District a record of reported criminal incidents and arrest activities for the specific school designated for the reporting officer.
 - K. Perform all duties in connection with this Agreement according to the School District's policies concerning nondiscrimination and anti-harassment.

4.3 District and Municipality to agree on Modifications to Duties and Responsibilities

- The District retains the right to add, delete, and update essential job duties and responsibilities as necessary, subject to approval of the Municipality.

4.4 Level of Service

- Based upon the operational needs of the Municipality's Police Department in any unusual circumstances as determined by the Chief of Police, the level of service provided to the District under this agreement shall be at the discretion of the Chief of Police with adjustments in payments by the District accordingly.

4.5 Additional Services

- Any and all necessary backup services, including equipment and personnel, required to assist SROs in the performance of their obligations under this Agreement shall be at the sole discretion and control of the Chief of Police of the Municipality.

4.6 Crime Reports and Notification of Arrest or Law Enforcement Action

- SROs are required to submit a monthly crime report to the Coordinator of School Safety, which includes reported crimes that occurred on school property.
- Unless exigent circumstances exist, if the SRO or police officer working in the absence of the SRO under this agreement, arrests a student for a school offense, the SRO will report that arrest or law enforcement action to the school principal.
- Unless exigent circumstances exist, if the SRO or police officer working in the absence of the SRO under this agreement, arrests a District school employee or contracted employee for an offense related to their duties as employees or contracted employees of the School District, the SRO or police officer working in

the absence of the SRO under this agreement, will report that arrest or law enforcement action to the school principal or to the Coordinator of School Safety.

SROs who are equipped with a body-worn camera (BWC) will utilize the BWC during the course of their official duties when on U-46 property as required by law. If an SRO turns on their BWC during the course of their official duties while at the school, the SRO shall promptly notify their school principal. The principal will ensure the District's student record system correctly documents the behavior incident and the BWC indicator is marked properly by entry of the behavior event in the District's student information system and checking the BWC box to indicate that a BWC video exists. Any such film or video taken by, and kept in the possession of the Municipality/police department may be considered law enforcement records under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g and 34 C.F.R. §99.8) and Ill. School Student Records Act (ISSRA) (105 ILCS 10/2(d)). Any copy of such film or video, if permitted by law to be provided to the District, may become an educational record of the District. In the event a student parent/guardian requests their student records, the BWC indicator will be reported to the parent/guardian and the school administration will direct the parent/guardian to the police department to submit a request for records pursuant to the Freedom of Information Act if the parent/guardian so chooses.

SECTION 5. OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES FOR SRO COMPENSATION

5.1 Payment

- The District shall reimburse the Municipality for the cost of officers assigned to schools as provided for herein.
- Upon the selection of any officer, the Municipality shall provide the District with a statement in a form substantially similar to Exhibit A, attached hereto and made a part hereof, setting forth the cost of the SRO as a non-probationary police officer's salary.

5.2 Overtime costs

- The District further agrees to only pay the overtime cost incurred by the Municipality wherever a principal or district administrator requests the SRO for school sponsored events/activities. Said overtime costs will be the responsibility of the District. An hourly overtime rate is included in Exhibit A. All overtime hours must first be approved by the school's principal or the Coordinator of School Safety. Oral requests for overtime services made less than 24 hours before the commencement of the overtime shall constitute District approval of the overtime hours; all other requests for overtime shall be in writing and delivered to the SRO more than 24 hours in advance of the commencement of the overtime work. District will not pay unapproved overtime.

5.3 Overtime Reports

- All SROs will submit overtime reports on a weekly basis to the respective principals or the Coordinator of School Safety for approval on the District's designated form for accounting purposes. The SRO will also complete a Municipality overtime form and submit the same for his/her supervisors for approval.

5.4 Invoices

- The Municipality will pay the SRO's costs as agreed upon and shall invoice the District in 10 monthly increments for District financial obligations as set forth above.

5.5 Billing

- The Municipality will bill the District on a monthly basis for all overtime costs.

SECTION 6. ACCOMODATIONS

- The District will provide office space and the following commodities necessary to accomplish the objectives set forth above: Private office, District computer with access codes, District office phone, District view capability of camera systems, Key Fob for the Electronic Access Control System, login for camera appropriate/necessary interior and exterior access, VLAN and IP based access through the District computer network that allows the SRO access to municipal computer systems, District administrative level access on District Internet access to conduct investigations, and a District two-way radio with frequencies for all District schools and District area wide networks.

SECTION 7. STAFFING

- The Municipality will assign police SROs to serve as an SRO for the school calendar year, of which they shall work eight (8) hours per school day.
- The Municipality will assign SROs to the following schools and/or assignments:

SECTION 8. ABSENCE OF EMPLOYEES

- In the event of the unavailability of any SRO due to sickness, injury, use of benefit time, or any other reason, such SRO shall be temporarily replaced by another Municipality police employee as determined by the Chief of Police at no additional cost to the District.
- The SRO may be required to attend training sessions during a duty day.
- Training sessions will be scheduled on school professional development days, institution days and school holidays, when possible.
- In the event of any absence or other unavailability of any assigned SRO, any replacement shall be trained pursuant to section 4.0.1 of this agreement.
- In the event an assigned SRO is unavailable, the Municipality shall provide prompt notice to the applicable school as to the nature of the absence, the expected duration, and the identity of the replacement SRO.

SECTION 9. TERMINATION

- Either party may terminate this Agreement at any time by providing the other party with at least 6 months prior written notice of such termination. In addition, the parties may terminate this Agreement by mutual consent and agreement. In the event of emergency, safety issue, or any other condition that constitutes a substantial threat to the health or safety of students, employees or others at the school or District, as determined by the District in its sole reasonable discretion, the District may immediately suspend this Agreement until such condition has been remedied to the District's satisfaction.

SECTION 10. INDEMNIFICATION

10.1 District Indemnification, Generally

- The District shall and hereby does indemnify and hold harmless the Municipality, its officials, officers, agents, employees and assigns against any claims, demands, loss, costs and expenses, excluding attorney's fees for the defense thereof, arising from or in connection with the activities contemplated hereunder, provided that said claims, demands, costs and expenses have not been caused by the negligence or willful and wanton misconduct of the SROs, the Municipality, its officers or employees.

10.2 Municipality Indemnification, Generally

- The Municipality shall and does hereby indemnify and hold harmless the District, its employees, volunteers and agents against any claims, demands, loss, costs and expenses, including attorney's fees for the defense thereof, arising from or in connection with the negligence or willful and wanton misconduct of the SROs, the Municipality, its police department or its employees provided that said claims, demands, costs and expenses have not been caused by the negligence or willful and wanton misconduct of the District, its employees, volunteers, and/or agents.

10.3 Duties and Benefits

- Notwithstanding any provisions herein to the contrary, this Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. 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 District and/or the Municipality and/or any of their respective officials, officers, employees, volunteers and or/agents.

10.4 Defenses

- Notwithstanding any provisions herein to the contrary, the insurance company, self-insurance pool, risk pool provider, self-insured party, or similar entity of the party providing the indemnification shall be allowed to raise, on behalf of the other party, any and all defenses statutory and/or common law to such claim or action which the other party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 75 ILCS 10/1-101 *et seq.*

SECTION 11. STUDENT RECORDS

11.1 School Records, Generally

- All records maintained or created by the school or its students shall be the sole property of the District and shall be maintained at the District in accordance with all applicable State and federal laws and regulations.
- The parties further agree to comply with all State and federal laws and regulations governing the release of these records. In addition, the Municipality and any person handling such records on its behalf shall comply with the Illinois School Student Records Act, 105 ILCS 10/1 *et seq.*; the Freedom of Information Act, 5 ILCS 140/1, *et seq.*; and all corresponding regulations to the extent applicable.

11.2 Municipal Records, Generally

- All records maintained or created by the police department shall be the sole property of the Municipality and shall be maintained by the Municipality in accordance with all applicable State and Federal laws and regulations. The parties further agree to comply with all state and federal laws and regulations, including a reciprocal reporting memorandum of understanding, if applicable, governing the release of these records.

SECTION 12. GENERAL PROVISIONS

12.0 Amendment

- Any terms or conditions of this Agreement may be deleted or altered only by written agreement to this Agreement, duly executed by the Municipality and the District.

12.1 Severability

- If any provision of this Agreement shall be held or deemed to be, or shall in fact be inoperative or unenforceable in any particular case or in all cases for any reason, this shall not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.
- The invalidity of any one or more phrases, sentences, clauses or sections contained in the Agreement shall not affect the remaining portions of the Agreement or any part thereof.

12.2 Interpretation

- Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof.
- Words of gender shall be deemed and construed to include correlative words of other genders.
- Words importing the singular shall include the plural and vice versa, unless the context shall otherwise indicate.
- All references to any such person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms and conditions of the Agreement.

12.3 Assignment/Binding Effect

- Neither party hereto may assign their respective rights and duties hereunder except upon prior written consent of the other party.
- This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives and successors in interest.

12.4 Waiver of Breach

- If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from enforcing such provisions.

12.5 Merger Clause, Amendment

- This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties hereto.

12.6 Compliance with All Laws

- The Municipality and the District shall at all times observe and comply with the laws, ordinances, regulations and codes of federal, State, county and other local government agencies, which may in any manner affect the performance of this Agreement.

12.7 Governing Law

- This agreement shall be subject to and governed by the laws of the State of Illinois.
- Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this Agreement shall be in the Circuit Court of Kane County, Illinois.

12.8 Disclaimer of Relationship

- Nothing contained in this Agreement, nor any act of the Municipality or the District, respectively, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Municipality or the District respectively.

12.9 Execution

- This agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.
- For the purposes of executing this agreement, any signed copy of this agreement transmitted by email shall be treated in all manners and respects as an original document. The signature of any party on a copy of this agreement transmitted by email shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such e-mailed copy of this agreement shall be considered to have the same binding legal effect as an original document.
- At the request of either party any email copy of this agreement shall be re-executed by the parties in an original form. No party to this agreement shall raise the use of e-mail as a defense to this agreement and shall forever waive such defense.

12.10 Notice

- Any and all notices required to be delivered hereunder shall be deemed delivered when and if personally delivered, or mailed by registered or certified mail, return receipt requested, postage prepaid (or sent by a recognized overnight courier service with instructions and payment for delivery on the next business day) to the parties as set forth below:

If to the District:

Superintendent, School District U-46, 355 East Chicago Street, Elgin, IL 60120-6543

If to Municipality:

Chief of Police, Bartlett Police Department , 228 S, Main Street, Bartlett, IL. 60103

Either party hereto may change the names and address of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner as all other notices are required to be delivered hereunder. Notice as provided herein does not waive service of summons or process.

MUNICIPALITY: Village of Bartlett

U-46 SCHOOL DISTRICT: Board of Education

Kevin Wallace, President

Municipality President

School Board President

Signature

Signature

June 6, 2023

Date

Date

ATTEST:

Lorna Giless, Village Clerk

Municipality Clerk

School Board Secretary

Signature:

Signature

June 6, 2023

Date

Date

EXHIBIT A:
COST WORKSHEET

2023-2024 POLICE DEPARTMENT NAME: Bartlett Police Department			
	Number of	Number of	Annual Cost
Number of School Officers Provided.		2	\$77,704
Total Cost of Officers for Schools.			\$155,408
For Billing Purposes. (Sept. through June)	10 Invoices		\$15,540.80
Overtime Hourly Rate for SRO for Budgeting.			\$56.04



Agenda Item Executive Summary

Item Name Devon Lift Station Project Change Order #1 Committee or Board Board

BUDGET IMPACT

Amount:	127,150 Decrease	Budgeted	\$4,847,708 (Awarded)
List what fund	Sewer: Bonds and ARPA		

EXECUTIVE SUMMARY

Staff has been working with Martam Construction and Engineering Enterprises, Inc. (EEI) to conduct some value engineering on the Devon Lift Station Project to see what items may be eliminated to lower the cost. The following is proposed to be cut:

- Flow Metering Manhole Structure

Deleting these work items would equal an approximate credit of **\$127,150**, reducing the total contract to **\$4,720,558.00**. The Village will continue to work with Martam and EEI on any other aspects of the project that could be reduced during construction.

RECOMMENDATION

Staff recommends approving of the Change Order for the Devon Lift Station Project

ATTACHMENTS (PLEASE LIST)

Memo

Resolution

Change Order 1

ACTION REQUESTED

For Discussion Only

- ✓ Resolution

Ordinance

✓ Motion: **MOVE TO APPROVE RESOLUTION # 2023-____-R, A RESOLUTION APPROVING OF CHANGE ORDER #1 TO THE CONTRACT BETWEEN THE VILLAGE OF BARTLETT AND MARTAM CONSTRUCTION, INC. FOR THE DEVON EXCESS FLOW LIFT STATION FOR A \$127,150.00 DECREASE IN THE ORIGINAL CONTRACT SUM.**

Staff: Tyler Isham, Assistant Director of Public Works Date: 5/30/2023

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **Devon Lift Station Project Change Order #1**
Date: May 8, 2023

BACKGROUND

As previously discussed, Staff has been working with Martam Construction, Inc. to look for ways to lower the cost of the Devon Excess Flow Lift Station Project. One item that we propose to reduce the costs are with influent flow manhole. We are proposing eliminating this manhole entirely, and instead will look to utilize an existing manhole for any flow monitoring that may be necessary. (Bid Item 11). Martam agrees with these proposed changes, and would lower the contract amount \$127,150 to change the total contract sum to \$4,720,558. A copy of the change order is attached for review.

Staff will continue to monitor the project as it goes along and continue to work with the contractor on any cost savings possible that will still deliver a successful project.

Some work items that may be removed from this contract, the Village will have to contract it out separately, or perform the work in house, like the demolition of the existing facilities, for example.

RECOMMENDATION

Staff recommends approving of the Change Order in the approved contract with Martam Construction, Inc.

MOTION

I MOVE TO APPROVE RESOLUTION #2023-____-R, A RESOLUTION APPROVING OF CHANGE ORDER #1 TO THE CONTRACT BETWEEN THE VILLAGE OF BARTLETT AND MARTAM CONSTRUCTION, INC. FOR THE DEVON EXCESS FLOW LIFT STATION FOR A \$127,150.00 DECREASE IN THE ORIGINAL CONTRACT SUM.

RESOLUTION 2023 – _____

**A RESOLUTION APPROVING CHANGE ORDER #1
BETWEEN MARTAM CONSTRUCTION, INC. AND THE VILLAGE OF
BARTLETT FOR THE DEVON EXCESS FLOW LIFT STATION IMPROVEMENTS
FOR A \$127,150.00 DECREASE IN THE ORIGINAL CONTRACT SUM.**

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

SECTION ONE: That the contract for the construction of the Devon Excess Flow Lift Station Improvements (the "Project") has been awarded to Martam Construction, Inc. (the "Contractor"), in the amount of \$4,847,708.

SECTION TWO: The Change Order #1 between Martam Construction, Inc. and the Village of Bartlett dated June 6, 2023 (Change Order #1) for the construction of the Project will reduce the contract sum by \$127,150 to \$4,720,558, a copy of Change Order #1 is attached hereto as Exhibit A, is hereby approved, and the Village President and Village Clerk are authorized to execute and attest to the Change Order.

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: June 6, 2023

APPROVED: June 6, 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 - _____ enacted on June 6, 2023, and approved on June 6, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

June 6, 2023

CHANGE ORDER NO. 1



PROJECT: Devon Excess Flow Lift Station
RESOLUTION: 2023-45-R
CONTRACTOR: Martam Construction, Inc.

Description of Change

Remove Bid Item 11: Installation of a flow metering manhole structure
Deduction of \$127,150.00

Contract Price Adjustment

Original Contract Price:	\$4,847,708.00
Adjustment Due to Change Order:	<u>(\$127,150.00)</u>
New Contract Price:	\$4,720,558.00

This document shall become a supplement to the Contract and all provisions apply hereto

VILLAGE OF BARTLETT:

MARTAM CONSTRUCTION, INC.:

By: _____
Kevin Wallace
Village President

By: _____
Title: _____

Attest:
By: _____
Lorna Gilles
Village Clerk

Attest:
By: _____
Title: _____

Date: _____

Date: _____



Agenda Item Executive Summary

Item Name Engineering Services Agreement for the Devon Committee
Lift Station Improvements or Board Board

BUDGET IMPACT

Amount:	\$389,149	Budgeted	\$450,000
List what fund	Sewer Fund		

EXECUTIVE SUMMARY

Attached please find an engineering services contract from Engineering Enterprises, Inc. for the Devon Lift Station Improvements. This includes design & construction inspection services for the improvements that are proposed. Engineering Enterprises, Inc. completed the design for the lift station and performed well with village staff. Based upon staff selection and previous project experience, I recommend that the lift station improvements engineering services be awarded to Engineering Enterprises, Inc. in the amount of \$389,149.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, EEI Proposal

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2023-_____, a Resolution Approving the Engineering Services Agreement Between the Village of Bartlett and Engineering Enterprises, Inc. for the Devon Lift Station Improvements.

Staff: Dan Dinges, Director of Public Works

Date: 05/30/23

Memo

DATE: May 30, 2023

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Engineering Services Agreement for the Devon Lift Station Improvements

Attached please find an engineering services contract from Engineering Enterprises, Inc. for the Devon Lift Station Improvements. This includes design & construction inspection services for the improvements that are proposed. Engineering Enterprises, Inc. completed the design for the lift station and performed well with village staff. Based upon staff selection and previous project experience, I recommend that the lift station improvements engineering services be awarded to Engineering Enterprises, Inc. in the amount of \$389,149.

MOTION: I move to approve Resolution 2023-_____, a Resolution Approving the Engineering Services Agreement Between the Village of Bartlett and Engineering Enterprises, Inc. for the Devon Lift Station Improvements.

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING THE ENGINEERING SERVICES AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND ENGINEERING ENTERPRISES, INC.
FOR THE DEVON LIFT STATION IMPROVEMENTS**

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

SECTION ONE: The Agreement for Professional Engineering Services between the Village of Bartlett and Engineering Enterprises, Inc. dated May 26, 2023 (the "Agreement") for the Devon Lift Station Improvements Construction (the "Project Work"), in the amount of \$389,149, as set forth in the agreement attached hereto and incorporated herein, 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: June 6, 2023

APPROVED: June 6, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on June 6, 2023 and approved on June 6, 2023 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



May 26, 2023

Mr. Daniel Dinges, P.E.
Public Works Director
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

**Re: *Devon Excess Flow Lift Station
Professional Services Agreement – Construction Engineering***

Dear Mr. Dinges:

Enclosed for your review is our proposed professional services agreement to provide construction engineering services for the Devon Excess Flow Lift Station project. The agreement includes a detailed scope of services including assumptions pertaining to the anticipated construction schedule and staffing, estimate of level of effort and associated cost, and the estimated schedule for the project.

We have enjoyed working with you and Village staff on this project and look forward to assisting with successfully completing the improvements. If you have any questions or require any additional information, please do not hesitate to contact me.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in blue ink, reading 'Stephen T. Dennison', is positioned above the printed name.

Stephen T. Dennison, P.E.
Senior Project Manager / Principal

STD/crw

pc: Tyler Isham, John Pullia – Village of Bartlett
JWF, CRW – EEI

**Agreement for Professional Services
Village of Bartlett, IL
Devon Excess Flow Lift Station
Construction Engineering Services**

THIS AGREEMENT, by and between the Village of Bartlett, hereinafter referred to as the "Village" or "OWNER" and Engineering Enterprises, Inc., hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. Services:

ENGINEER agrees to furnish to the Village any and all necessary engineering services to the Village as indicated on the Scope of Services (Attachment B). Services to be provided include Construction Engineering for the Devon Excess Flow Lift Station project and associated appurtenances and site work. The Engineer shall furnish the necessary personnel, materials, equipment, and expertise to complete all necessary engineering services to the Village as indicated on the included Attachment B.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the Village prior to termination.

C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Design Engineering Amendment items in the amount of \$90,230 shall be paid for as a Lump Sum (LS) amount. Construction Engineering will be paid for Hourly (HR) in the estimated amount of \$228,339.00. Direct Expenses are estimated at \$70,580.00 including subconsultant construction services and expenses. Total fees for the project are estimated at \$389,149.00. Additional services will be paid in accordance with the hourly rates shown in the attached 2023 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, Contractor, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Attachment C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by Contractor without contractor's consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be DuPage Counties, Illinois.

G. Independent Contractor:

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The Village's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the Village for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Village under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Village and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the

federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: United States Citizen Resident Alien Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

Contractor shall indemnify and hold harmless the Village and Village's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The contractor agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally

or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

- Attachment A:** Standard Terms and Conditions
- Attachment B:** Scope of Services
- Attachment C:** Estimate of Level of Effort and Associated Cost
- Attachment D:** Anticipated Project Schedule
- Attachment E:** 2023 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given by mail, addressed to the parties as follows:

For the Village:

Public Works Director
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

For the Contractor:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Either of the parties may designate in writing from time-to-time substitute addresses or persons in connection with required notices.

Agreed to this ___ day of _____, 2023.

Village of Bartlett

Engineering Enterprises, Inc.:

Kevin Wallace
Mayor

Jeffrey W. Freeman, P.E., CFM, LEED AP
Chief Executive Officer

Lorna Gilles
Village Clerk

Stephen T. Dennison, P.E.
Senior Project Manager / Principal

*Devon Excess Flow Lift Station
Village of Bartlett
Professional Services Agreement – Construction Engineering*

Attachment A:

STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or

connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon seven (7) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the

anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

**ATTACHMENT B: SCOPE OF SERVICES
EXHIBIT 1**

SECTION A - PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

DEVON EXCESS FLOW LIFT STATION PROJECT

For purposes of this Exhibit 1 and all attachments hereto, the term “contractor” shall not refer to Engineering Enterprises, Inc., but shall instead refer to individuals or companies contracted with, to construct or otherwise manage the project described herein. The ENGINEER shall furnish professional construction engineering services as follows:

1. The ENGINEER will attend conferences with the OWNER or other interested parties as may be reasonably necessary.
2. Upon award of the construction contract, the ENGINEER will furnish to the OWNER two sets of the drawings and specifications. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
3. The ENGINEER will review, for conformance with the design concept, shop and working drawings required by the construction Contract Documents and indicate on the specifications the action taken. Such action shall be taken with reasonable promptness.
4. The ENGINEER will interpret the intent of the specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance of any Contractor.
5. The ENGINEER will evaluate and determine acceptability of substitute materials and equipment proposed by Contractor(s).
6. The ENGINEER will establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work as shown in the contract documents.

7. The ENGINEER will provide general engineering review of the work of the contractor(s) as construction progresses to ascertain that the contractor is conforming to the design concept.
 - (a) ENGINEER shall have authority, as the OWNER's representative, to require special inspection of or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with requirements of, and the results certified indicate compliance with, the Contract Documents).
 - (b) During such engineering review, ENGINEER shall have the authority, as the OWNER's representative, to disapprove of or reject contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
8. The ENGINEER will provide part-time resident construction observation. For this type of extended duration project, part-time refers to being on-site only during critical phases of the work when construction activities require it. Resident construction observation shall consist of visual inspection of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such observation shall not be relied upon by others as acceptance of the work. The ENGINEER's undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
9. The ENGINEER will cooperate and work closely with representatives of the OWNER.
10. Based on the ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Construction Observer, and upon review of applications for payment with the accompanying data and schedules by the contractor, the ENGINEER:

- (a) Shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation).

- (b) By recommending any payment, ENGINEER will not hereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in the Agreement and the Contract Documents. ENGINEER's review of contractor(s)' work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and contractor that might affect the amount that should be paid.

- 11. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, and others on a timely basis.

- 12. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit the statement of completion to and obtain the written acceptance of the facility from the OWNER.

- 13. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings

(including digital copy in PDF format), and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident construction observer, from the resident construction observer's construction data, and from the ENGINEER'S confirmatory As-Built Survey of critical elevations and structures. Further clarification on As-Built Drawings will be provided in a separate Construction Engineering Agreement.

14. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
15. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be at the hourly rates as described in the attached Attachment E: Standard Schedule of Charges. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion. Further information on the details of the operation and maintenance document and the 11th month review (after Substantial Completion) will be provided in a separate Construction Engineering Agreement.
16. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
17. The ENGINEER will provide construction engineering services for the construction duration summarized in Attachment D: Anticipated Project Schedule. If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion may be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable cases beyond the control and without the fault or negligence of the ENGINEER. The contract shall be designated on-going consistent with the project schedule.

SECTION B – COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for professional construction engineering services in the amount of Three Hundred and Eighty-Nine Thousand Two Hundred Dollars – (\$389,149.00) as summarized in Attachment C: “Estimate of Level of Effort and Associated Cost” for the Devon Excess Flow Lift Station Project.
 - (a) The compensation for the professional engineering services shall be payable as follows:
 - (1) The compensation for the design engineering amendment amount identified in Item 2.01 of Attachment C shall be payable as a Lump Sum amount.
 - (2) The compensation for the construction administration, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services shall be payable as a sum which equals any charges for work actually completed and invoiced (Time and Expense, Not to Exceed), which shall be paid at least once per month.
 - (3) A sum which, together with the compensation paid under Section B-1(a)(1) and Section B-1(a)(2) above, equals one hundred percent (100%) of the total compensation due and payable following Section B-1 above, shall be due after receipt of the invoice following the Illinois Prompt Payment Act.
 - (4) The OWNER shall compensate the ENGINEER for direct expenses as identified in the contract and as noted in the attachments at the actual cost or hourly cost for the work completed.
 - a. A sum that equals any charges for work actually completed and invoiced shall be paid at least once per month.
 - (5) The compensation for any additional engineering services authorized by the OWNER under Section C shall be payable as follows:
 - a. A sum that equals any charges for work actually completed and invoiced shall be paid at least once per month.

SECTION C – ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Site surveys outside of the project limits and other similar special surveys as may be required.
2. Laboratory tests, borings, specialized geological soil, hydraulic, or other studies recommended by the ENGINEER that are not already included in the scope.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for litigation, such as condemnation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and IEPA.
6. Appearances before courts or boards on matters of litigation or hearings related to the project.
7. Preparation of environmental impact assessments or environmental impact statements.
8. Making drawings from field measurements of existing facilities when required for planning additions or alterations thereto.
9. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule, or character of the construction.
10. Revising studies or reports which have previously been approved by the OWNER, or when revisions are due to cases beyond the control of the ENGINEER.

11. Preparation of detailed renderings, exhibits, or scale models for the Project.
12. Providing special analysis of the OWNER's needs such as owning and operating analysis, plan for operation and maintenance, OWNER's special operating drawings or charts, and any other similar analysis.
13. The preparation of feasibility studies, appraisals and evaluations, detailed quantity surveys of material and labor, and material audits or inventories by the OWNER.
14. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the contractor, and/or (3) the contractor's default on the Construction Contract due to delinquency or insolvency.
15. Providing design services relating to future facilities, systems, and equipment which are not intended to be constructed or operated as a part of the Project.
16. Attachment B, Exhibit 2 includes further details of included and excluded work scope items.
17. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Section D – SPECIAL PROVISIONS – Owner's Responsibilities.

Payment for the services specified in this Section D shall be as agreed in writing between the OWNER and the ENGINEER before the commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER per the Illinois Prompt Payment Act. Payment for services noted in D shall be at Actual Cost (AC), Fixed Fee (FF), or Hourly (HR).

SECTION D - SPECIAL PROVISIONS

1. OWNER'S RESPONSIBILITIES

- (a) Provide to the ENGINEER all criteria, design, and construction standards and full information as to the OWNER's requirements for the Project.
- (b) Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.
- (c) Furnish laboratory tests, air and water pollution tests, reports, and inspections of samples, materials, or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
- (d) Provide legal, accounting, right-of-way acquisition, and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the contractor.
- (e) Furnish the above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and per the Project timetable.
- (f) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
- (g) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

- (h) Protect and preserve all survey stakes and markers placed at the project site before the assumption of this responsibility by the contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
2. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
 3. The ENGINEER has not been retained or compensated to provide design services relating to the contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.
 4. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.
 5. Since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Costs and Construction Costs provided for herein are to be made based on his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from opinions of probable cost prepared by him. If the OWNER wishes greater assurance as to project or construction costs prior to the bidding or negotiating phase, he shall employ an independent cost-estimator.

ATTACHMENT B: SCOPE OF SERVICES

EXHIBIT 2

SUPPLEMENTAL DESCRIPTION OF SCOPE OF SERVICES DEVON EXCESS FLOW LIFT STATION PROJECT

The Village recently received public bids for the construction of a new Devon Excess Flow Lift Station, as well as for construction of the associated Devon Excess Flow Interceptor and Force Main, to replace the Village's existing Devon Excess Flow Treatment Facility. The new lift station and force main will convey excess flows diverted from the Devon/Berteau Lift Station, owned and operated by Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), to the Village's main Bittersweet Wastewater Treatment Facility, in place of accepting and treating the flows at the existing Excess Flow Treatment Facility.

The Village has requested construction engineering services for these projects. The following detailed scope of services summarizes construction engineering services to be completed pertaining to the Devon Excess Flow Lift Station. The work items to complete the stated scope objectives are as follows:

A. DESIGN ENGINEERING AMENDMENT

The design engineering contract amendment for the lift station includes the additional level of effort and cost associated with the following items:

- Multiple redesigns of the lift station (\$30,630 Addition)
 - Includes new drawings, calculations, cost estimates, schedules, and specifications for EEI and subconsultants
- Additional progress review meetings (\$18,000 Addition)
 - Two (2) total meetings identified in original scope/fees
 - Eight (8) total review meetings conducted (6 in-person and 2 remote)
- Time extension for design completion from late 2020 to early 2023 (\$24,000 Addition)
 - Includes one year project stoppage from August 2021 to August 2022 due to Village negotiations with MWRDGC and related inefficiencies with restarting design and internal design meetings with subconsultants
 - Original contract fees utilized EEI's 2019 Standard Schedule of Charges – a majority of the design work has occurred after the end of 2020

B. CONSTRUCTION ENGINEERING SERVICES

The Village has requested Construction Engineering for the project. The contract completion was established at 730 calendar days (approximately 24 months) due to long anticipated equipment lead times. The actual construction period including site work is anticipated to comprise a smaller subset of this period, and is currently estimated between 8-10 months of on-site work, which said work period may not be consecutive. The work items to complete the stated scope objectives within the stated time frame, and the assumptions pertaining to quantities and level of effort where applicable, are as follows:

1. Project Administration
2. Contracting Coordination (Assumes Village will assist with coordination with the Contractor)
3. Prepare Construction Issue Plans and Specifications
4. Weekly Project Update Emails to Village Staff (For 18 Months of the Project)
5. Pre-Con Meeting and Construction Progress Meetings (9 Total Meetings Max.): These are meetings with the Village and Contractor, in-person at Public Works or on onsite, to provide progress update on construction activities and to discuss issues and any upcoming coordination items. The preconstruction meeting will be scheduled during the first month of the contract, and the remaining meetings will be scheduled as appropriate during active phases of construction.
6. Review Pay Applications (15 Max.)
 - a. Review the Contractor's Detailed Invoice and Prepare a Cover Letter
 - b. Review and Track the Contractor's Waivers of Lien
7. Review Shop Drawings, O&M Manuals, and Warranty Info
 - a. Includes one initial review and up to one re-review of revised shop drawings and O&M manuals for resubmittal as required.
8. Review RFI's and PCO's
9. Construction Staking (2 Site Visits Total)
10. Coordination with the Village and Contractor
11. Construction Observation & Field Reports
 - a. Assumes approximately 12 Hours/Week on average for 9 Months for Project Engineer, including Construction Observation Coordination with Field Technician
 - b. Field Technician (Senior Project Technician II) fees not included in this contract – assumes Onsite observation will overlap with Devon Excess Interceptor and Flow Force Main construction, and EEI will make every effort to utilize the same staff for both during overlapping phases of work.

12. Punchwalks and Punchlists

13. Prepare and Issue As-Built Drawings

Structural, Mechanical (HVAC/Plumbing), and Electrical Engineering will be performed by subconsultants as required.

The stated scope of services herein includes the following assumptions and exclusions:

1. Excludes Property and Easement Acquisition Coordination.
2. Excludes Additional Progress Meetings beyond that specified herein.
3. Does not include review of Certified Payroll (Contractor's responsibility to maintain and submit records to the appropriate state agency [IL Department of Labor])
4. Does not include Attendance/Presentations at Village Board Meetings.
5. Assumes No Local Building Permitting Required, or that Village to handle all aspects and coordination if required
6. No Shop Drawing Reviews Beyond One Resubmittal for Each Shop Drawing – There Are Provisions in the Project Manual for the Contractor to Reimburse the Engineer for Expenses Related to Each Additional Resubmittal.
7. Assumes utilizing same Field Technician who will be onsite for Construction Observation of Devon Excess Flow Interceptor and Force Main construction. EEI will make every effort to coordinate for Field Technician to cover both the Lift Station and Force Main onsite work. However, the schedule of said work is contingent upon each Contractor's Construction Phasing Plan. Additional Construction Observation as deemed necessary and agreed upon by the Owner and Engineer shall be billed in accordance with the Standard Schedule of Charges.

ADDITIONAL CONSTRUCTION ENGINEERING SERVICES

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope, shall be considered outside the scope of the agreement and will be billed per EEI's current Standard Schedule of Charges (2023 SSOC included as Attachment E for reference). No such additional services shall be performed unless authorized pursuant to a written amendment to this Agreement entered into and executed by the parties.

Engineering fees accrued as a direct result of the Contractor's negligence (such as defective work, excessive resubmittals, RFIs, or PCO requests, or lack of an adequate phasing and implementation plan) shall be considered Additional Services, and they will be documented and discussed between the Owner and Engineer.



**ATTACHMENT C
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR
PROFESSIONAL ENGINEERING SERVICES FOR**

Devon Excess Flow Lift Station: Construction Engineering Services
Village of Bartlett, Illinois

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING		SURVEYING		DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
			PROJECT MANAGER \$208	SENIOR PROJECT TECH. II \$170	PROJECT ENGINEER \$165	SENIOR PROJECT MANAGER \$231	SENIOR PROJECT SURVEY. II \$196	CAD MANAGER \$208			
2.01	Amendment Items Related to Design Engineering										\$ 90,230
CONSTRUCTION ENGINEERING											
3.01	Project Administration		16	36						52	\$ 11,184
3.02	Contracting Coordination			2		2				4	\$ 746
3.03	Prepare Construction Issue Plans and Specifications			4		4		8		16	\$ 2,764
3.04	Weekly Project Update Emails to Village Staff (For 18 Months of the Project)					39				39	\$ 6,435
3.05	Pre-Con Meeting and Construction Progress Meetings (9 Total Meetings Max.)		4	36		54				94	\$ 17,322
3.06	Review Pay Applications (15 Max.)			23		38				68	\$ 11,428
3.07	Review Shop Drawings, O&M Manuals, and Warranty Info			48		120				168	\$ 29,784
3.08	Review RFI's and PCO's			24		48				72	\$ 12,912
3.09	Construction Staking			2		4				26	\$ 5,136
3.10	Coordination with the Village and Contractor		20	78		104				202	\$ 38,004
3.11	Construction Observation & Field Reports ²					468				468	\$ 77,220
3.12	Punchwalks and Punchlists			8		24				32	\$ 5,624
3.13	Prepare and Issue As-Built Drawings			4		16				56	\$ 9,780
Construction Engineering Subtotal:			40	265	-	921	-	32	8	1,297	\$ 228,339
PROJECT TOTAL:			40	265	-	921	-	32	8	1,297	\$ 316,569

Engineering Expenses =	\$ 306,369
Surveying Expenses =	\$ 6,552
Drafting Expenses =	\$ 5,088
Administrative Expenses =	\$ 560
TOTAL LABOR EXPENSES =	\$ 318,569

Printing =	\$ 300
Vehicle Charges =	\$ 5,280
Structural, Mech, and Electrical Engineering =	\$ 65,000
DIRECT EXPENSES =	\$ 70,580

TOTAL EXPENSES	\$ 389,149
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- Notes:**
- Construction Engineering Scope and Fees assume 24 months (104 weeks) for Contract Completion per the Project Manual.
 - Construction Observation & Field Reports assumes approximately 12 Hrs/Week on average for 8 Months.
 - Senior Project Technician II Fees not included; assumes overlap between Devon Excess Flow Lift Station and Interceptor/Force Main projects and utilizing technician for both.
 - See Attachment B: Scope of Services for Additional Clarifications and Exclusions



Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$244.00
Principal	E-3	\$239.00
Senior Project Manager	E-2	\$231.00
Project Manager	E-1	\$208.00
Senior Project Engineer/Surveyor II	P-6	\$196.00
Senior Project Engineer/Surveyor I	P-5	\$182.00
Project Engineer/Surveyor	P-4	\$165.00
Senior Engineer/Surveyor	P-3	\$152.00
Engineer/Surveyor	P-2	\$138.00
Associate Engineer/Surveyor	P-1	\$124.00
Senior Project Technician II	T-6	\$170.00
Senior Project Technician I	T-5	\$159.00
Project Technician	T-4	\$149.00
Senior Technician	T-3	\$138.00
Technician	T-2	\$124.00
Associate Technician	T-1	\$109.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$112.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Executive Administrative Assistant	A-4	\$ 75.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 220.00
Expert Testimony		\$ 276.00



Agenda Item Executive Summary

Item Name Engineering Services Agreement for the Devon
Force Main Improvements Committee
or Board Board

BUDGET IMPACT

Amount: \$385,926

Budgeted \$450,000

List what
fund Sewer Fund

EXECUTIVE SUMMARY

Attached please find an engineering services contract from Engineering Enterprises, Inc. for the Devon Force Main Improvements. This includes engineering & construction inspection services for the improvements that are proposed. Engineering Enterprises, Inc. completed the design for the lift station and performed well with village staff. Based upon staff selection and previous project experience, I recommend that the force main improvements engineering services be awarded to Engineering Enterprises, Inc. in the amount of \$385,926.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, EEI Proposal

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2023-_____, a Resolution Approving the Engineering Services Agreement Between the Village of Bartlett and Engineering Enterprises, Inc. for the Devon Force Main Improvements.

Staff: Dan Dinges, Director of Public Works

Date: 05/30/23

Memo

DATE: May 30, 2023

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Engineering Services Agreement for the Devon Force Main Improvements

Attached please find an engineering services contract from Engineering Enterprises, Inc. for the Devon Force Main Improvements. This includes engineering & construction inspection services for the improvements that are proposed. Engineering Enterprises, Inc. completed the design for the lift station and performed well with village staff. Based upon staff selection and previous project experience, I recommend that the force main improvements engineering services be awarded to Engineering Enterprises, Inc. in the amount of \$385,926.

MOTION: I move to approve Resolution 2023-_____, a Resolution Approving the Engineering Services Agreement Between the Village of Bartlett and Engineering Enterprises, Inc. for the Devon Force Main Improvements.

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING THE ENGINEERING SERVICES AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND ENGINEERING ENTERPRISES, INC.
FOR THE DEVON FORCE MAIN IMPROVEMENTS**

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

SECTION ONE: The Agreement for Professional Engineering Services between the Village of Bartlett and Engineering Enterprises, Inc. dated May 25, 2023 (the "Agreement") for the Devon Force Main Improvements Construction (the "Project Work"), in the amount of \$385,926, as set forth in the agreement attached hereto and incorporated herein, 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: June 6, 2023

APPROVED: June 6, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

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

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on June 6, 2023 and approved on June 6, 2023 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



May 30, 2023

Mr. Daniel Dinges, P.E.
Public Works Director
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

**Re: *Devon Excess Flow Force Main
Professional Services Agreement – Construction Engineering***

Dear Mr. Dinges:

Enclosed for your review is our proposed professional services agreement to provide construction engineering services for the Devon Excess Flow Force Main project. The agreement includes a detailed scope of services including assumptions pertaining to the anticipated construction schedule and staffing, estimate of level of effort and associated cost, and the estimated schedule for the project.

We have enjoyed working with you and Village staff on this project and look forward to assisting with successfully completing the improvements. If you have any questions or require any additional information, please do not hesitate to contact me.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

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

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

CPD/crw

pc: Tyler Isham, John Pullia – Village of Bartlett
JWF, STD– EEI

**Devon Excess Flow Force Main
Village of Bartlett
Professional Services Agreement – Construction Engineering**

THIS AGREEMENT, by and between the Village of Bartlett, hereinafter referred to as the "Village" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. Services:

ENGINEER agrees to furnish to the Village the following services: The ENGINEER shall provide any and all necessary engineering services to the Village as indicated on the Scope of Services (Attachment B). Construction engineering will be provided for approximately 1,472 feet of various size gravity sanitary sewer improvements on Berteau Avenue and approximately 9,520 feet of 16-inch sanitary sewer force main improvements from the new lift station south to the existing Bittersweet WWTF (refer to the Issue for Construction Plans). Engineering will be in accordance with all Village, Metropolitan Water Reclamation District of Greater Chicago, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the ENGINEER shall be compensated for all work performed for the Village prior to termination.

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering Amendment items in the amount of \$22,831 shall be paid for as a Lump Sum (LS) amount. Construction Engineering will be paid for hourly (HR) in the estimated amount of \$343,095. Direct Expenses are estimated at \$20,000 including subconsultant construction services and expenses. Total fees for the project are estimated at \$385,926. Additional services will be paid in accordance with the hourly rates shown in the attached 2023 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, Contractor, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in DuPage County, Illinois.

G. Independent Contractor:

ENGINEER shall have sole control over the manner and means of providing the work and services performed under this agreement. The Village's relationship to the ENGINEER under this agreement shall be that of an independent contractor. ENGINEER will not be considered an employee to the Village for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Village under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Village and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: United States Citizen Resident Alien Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

ENGINEER shall indemnify and hold harmless the Village and Village's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the

remaining provisions shall be valid and binding on the parties. The list of attachments are as follows:

- Attachment A:** Standard Terms and Conditions
- Attachment B:** Scope of Services
- Attachment C:** Estimated Level of Effort and Associated Cost
- Attachment D:** Anticipated Project Schedule
- Attachment E:** 2023 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the Village:

Public Works Director
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

For the ENGINEER:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this ____ day of _____, 2023.

Village of Bartlett:

Engineering Enterprises, Inc.:

Kevin Wallace
Mayor

Jeffrey W. Freeman, P.E., CFM, LEED AP
Chief Executive Officer

Lorna Giles
Village Clerk

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

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or

connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the

anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

**Attachment B – Scope of Services
Devon Excess Flow Force Main
Construction Engineering Agreement
Village of Bartlett**

The Village of Bartlett intends to install approximately 1,472 feet of various size gravity sanitary sewer improvements on Berbeau Avenue and approximately 9,520 feet of 16-inch sanitary sewer force main improvements from the new lift station south to the existing Bittersweet WWTF (refer to the Issue for Construction Plans). The Village of Bartlett is seeking Construction Engineering services for this project.

Our proposed scope of services will include the following:

Design Engineering Amendment:

2.1 Amendment Items Related to Design Engineering

Construction Engineering:

3.1. Construction Administration

- In-depth project management throughout the duration of the project
- Project Manager and Resident Engineer to schedule and facilitate the Pre-Construction Conference, including preparation of meeting outline and minutes.
- Review and approve shop drawings prior to construction
- Coordination with Engineering Subconsultants
- Resident Engineer to attend weekly (or as required) progress meetings held in the field.
- Project Manager to attend a total of 8 progress meetings.
- Prepare/verify pay estimates and change orders.
- Prepare weekly project status updates to Village Staff

3.2. Construction Layout and Record Drawings

- Provide phased construction layout
- Provide field survey for record drawings
- Provide record drawings in PDF, ACAD and GIS Formats for underground improvements only.

3.3. Construction Observation and Documentation

- Provide resident engineering for full time on-site observation.
- Spot check layout for the proposed improvements.
- Take preconstruction photos and videos
- Daily documentation of work tasks and calculation of installed pay items.
- Prepare daily field reports; e-mailed to the Village.
- Monitor adherence to specifications.
- Monitor adherence to construction schedule and make recommendations when appropriate.
- Monitor, on a regular basis, the Contractor has installed traffic control devices per IDOT Standards.
- Gather material inspections and coordinate any required testing on behalf of the Village.
- Provide guidance to the contractor when questions arise during construction.
- Resident communications as needed.
- Perform punch list inspections, provide follow up inspections, and recommend acceptance when appropriate.
- Agree to final quantities with Contractor & process final pay estimate and final change order

The following scope of services will be provided by EEI's Subconsultants:

- Rubino Engineering – HMA and PCC Material Testing for Quality Assurance

The above scope of services for the Devon Excess Flow Force Main includes the following assumptions and exclusions:

- Resident Notifications will be done by the Village
- Coordination with Village Services will be done by the Village
- Construction Observation durations estimated at 8 months total based on Contractor's Schedule estimate

The above scope for the "Devon Excess Flow Force Main" summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



Engineering Enterprises, Inc.

**ATTACHMENT C
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR
PROFESSIONAL ENGINEERING SERVICES FOR**

Devon Excess Flow Force Main: Construction Engineering Services
Village of Bartlett, Illinois

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING			PROJECT MANAGER	PROJECT MANAGER	SURVEYING			DRAFTING			WORK ITEM HOUR SUMM.	COST PER ITEM
			PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	PROJECT ENG			SENIOR PROJECT TECH II	PROJECT MANAGER	SENIOR TECH II	SENIOR TECH I	CAD MANAGER	SENIOR PROJECT TECH I		
		HOURLY RATE:	\$24	\$231	\$165	\$170	\$208	\$170	\$138	\$158	\$145	\$145			
DESIGN ENGINEERING AMENDMENT															
2.1 Amendment Items Related to Design Engineering															
CONSTRUCTION ENGINEERING															
3.1	Construction Administration		8	143	-	47	-	-	-	-	-	-	198	\$ 42,975	
	Misc. Project Management (Contractor, Village & Internal)		8	96	1								104	\$ 24,128	
	Plan + Spec Review (RE & PM)				1								2	\$ 401	
	Prepare Field Books				12								12	\$ 2,040	
	Precon Outline			2									2	\$ 482	
	Attend Precon Meeting			4									8	\$ 1,604	
	Precon Meeting Minutes			1									1	\$ 231	
	Resident Notifications														
	Coordination w/Village Services: (garbage-maint-etc)														
	Stop Drawing Review + Log			8									8	\$ 1,360	
	Quantity Verification + Pay Estimates			18									23	\$ 4,215	
	HEPA Documentation				2								6	\$ 1,142	
	Change Orders				4										
	Weekly Updates to Village + Others (RE has this included in CO hours)														
	Monthly on-site Progress Meetings (RE has weekly included in CO hours)														
3.2	Construction Layout and Record Drawings		-	2	6	-	18	100	58	-	-	-	184	\$ 30,200	
	Construction Layout						18	64	40				122	\$ 20,144	
	Field Survey - Record Drawings						18	18	18				36	\$ 5,544	
	Drafting - Record Drawings							18					18	\$ 3,060	
	QC/QA (RE + PM) - Record Drawings			2	6								8	\$ 1,452	
3.3	Observation and Documentation		-	-	8	-	1,560	-	-	-	-	-	1,568	\$ 269,920	
	Review Construction Layout				4								4	\$ 660	
	Video + photos of existing conditions				4								4	\$ 660	
	Construction Observation						1,560						1,560	\$ 265,200	
	Quantities + Documentation + Field Reports (included in CO Hours)				4								12	\$ 2,020	
	Punch Walk No. 1 + Letter				4								4	\$ 680	
	Punch Walk No. 2 + Letter (Final)				4								4	\$ 680	
	Project Closeout		8	145	14	1,627	18	100	58	-	-	-	1,970	\$ 343,095	
Construction Engineering Subtotal:			8	145	14	1,627	18	100	58	-	-	-	1,970	\$ 365,926	

Notes:

- Construction Engineering Scope and Fees Assume 24 Months (104 Weeks) for Contract Completion per the Project Manual
- Construction Observation & Field Reports Assumes Full Day Observation for 8 Months
- See Attachment B: Scope of Services for Additional Clarifications and Exclusions

DIRECT EXPENSES	
Vehicle Charges =	\$ 10,400
Material Testing =	\$ 9,600
DIRECT EXPENSES = \$ 20,000	

LABOR SUMMARY	
Engineering Expenses =	\$ 337,178
Surveying Expenses =	\$ 28,748
Drafting Expenses =	\$ -
Administrative Expenses =	\$ -
TOTAL LABOR EXPENSES = \$ 365,926	
TOTAL EXPENSES = \$ 385,926	



EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$244.00
Principal	E-3	\$239.00
Senior Project Manager	E-2	\$231.00
Project Manager	E-1	\$208.00
Senior Project Engineer/Surveyor II	P-6	\$196.00
Senior Project Engineer/Surveyor I	P-5	\$182.00
Project Engineer/Surveyor	P-4	\$165.00
Senior Engineer/Surveyor	P-3	\$152.00
Engineer/Surveyor	P-2	\$138.00
Associate Engineer/Surveyor	P-1	\$124.00
Senior Project Technician II	T-6	\$170.00
Senior Project Technician I	T-5	\$159.00
Project Technician	T-4	\$149.00
Senior Technician	T-3	\$138.00
Technician	T-2	\$124.00
Associate Technician	T-1	\$109.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$112.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Executive Administrative Assistant	A-4	\$ 75.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 220.00
Expert Testimony		\$ 276.00



Agenda Item Executive Summary

Item Name Purchase of a Rotary 4-Post Vehicle Lift Committee or Board Board

BUDGET IMPACT

Amount: \$70,750.00 Budgeted \$110,000

List what fund Streets Machinery & Equipment

EXECUTIVE SUMMARY

The street garage at Public Works is utilized to work on vehicles and equipment. The existing, original lift has failed the annual mandated inspection, and parts for the equipment have become very difficult to come by. The current vehicle lift is from 1985, and staff would hope for a similar life span with the new equipment. Village staff sought out proposals to replace the vehicle lift. Proposals ranged from \$70,750 - \$322,000 with the lift from Standard Industrial and Auto Equipment being the lowest. The rotary 4-post vehicle lift is the preferred lift of Public Works staff that work on the various trucks and other equipment as it is safer and more efficient.

This equipment would be purchased from Standard Industrial & Auto Equip., Inc. as part of the approved Streets Division Capital Outlay Budget. The price includes additional options and freight, delivered to the PW Facility. This charge also includes installation by vendor. The cost for the lift delivered and installed is \$70,750.00.

The budgeted price of \$110,000.00 will also include a new access w/garage door, which will be installed within the fiscal year.

ATTACHMENTS (PLEASE LIST)

Memo

Proposals

ACTION REQUESTED

For Discussion Only

Resolution

Ordinance

- ✓ Motion: **MOVE TO APPROVE THE PURCHASE OF A 2023 ROTARY 4-POST VEHICLE LIFT FROM STANDARD INDUSTRIAL & AUTO EQUIP., INC. HANOVER PARK, IL**

Staff: Dan Dinges, Director of Public Works

Date: 5/25/2022

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **Purchase of a Rotary 4-Post Vehicle Lift**
Date: May 26, 2023

The street garage at Public Works is utilized to work on vehicles and equipment. The existing, original lift has failed the annual mandated inspection, and parts for the equipment have become very difficult to come by. The current vehicle lift is from 1985, and staff would hope for a similar life span with the new equipment. Village staff sought out proposals for lifts, the lift by Standard Industrial and Auto Equipment Inc from Hanover Park. Retrofitting the lift to fit our current system would be approximately \$322,000. The proposals are attached for review. The new system would not only be less costly dollar wise, but would also increase safety by allowing the trucks to be on stands, as opposed to an internal hydraulic lift.

This equipment would be purchased from Standard Industrial & Auto Equip., Inc. as part of the approved Streets Division Capital Outlay Budget. The price includes additional options and freight, delivered to the PW Facility. This charge also includes installation by vendor. The cost for the lift delivered and installed is \$70,750.00.

The budgeted price of \$110,00.00 will also include a new access w/garage door, which will be installed within the fiscal year

RECOMMENDATION

Staff recommends the purchase of the 2023 Rotary 4-Post Vehicle Lift from Standard Industrial & Auto Equipment Inc. of Hanover Park, IL.

MOTION

MOTION TO APPROVE THE PURCHASE OF A 2023 ROTARY 4-POST VEHICLE LIFT FROM STANDARD INDUSTRIAL & AUTO EQUIPMENT, INC. HANOVER PARK, IL



Standard Industrial & Auto Equip., Inc.

6211 Church Road
 Hanover Park, IL 60133
 Ph: (630) 289-9500 * Fax: (630) 289-9507
 info@standardus.com * www.standardus.com

Quote

Date	Quote #
4/20/23	36554

Bill To	
Village of Bartlett 228 S. Main St. Bartlett, IL 60103	
Phone: 630-837-2459	Fax: 630-837-7168

Ship To
Village of Bartlett 1150 Bittersweet Dr. Bartlett, IL 60103 Bill Schneck 630.540.5425

Reference or P.O. No.	Shipping Notes	Terms	Sales Rep	
SM30L -	SIAE	Net 10	KE	
Qty	Item	Description	Unit Price	Total
1	R-SM30-L	Rotary Heavy Duty Surface Mounted Runway-Type 4-Post Drive-On Lift, With 24in Wide Runway That Can Be Set For Variable Tread Width Setting. 68" rise, 30,000 lbs capacity, 271" max wheelbase. Overall Length 28'-8 1/8". This price includes the Rotary surcharge. Lift color Blue	34,500.00	34,500.00
2	R-RJ152BK	Rotary Rolling Jack, 15,000 lb. For SM30, Series. Low profile adapters.	12,775.00	25,550.00
1	Freight	Freight Charge	4,600.00	4,600.00
1	Labor-Lift Installer	Cost to install a Rotary 30K 4 post lift with 2 rolling jacks w/oil supplied by SIAE	6,100.00	6,100.00
	Disclaimer - Electric/Shims	*** ALL LABOR HOURS WHILE ON SITE AT THE CUSTOMERS LOCATION ARE RATED AT PREVAILING WAGE AS REQUIRED BY ILLINOIS LAW*** Electric & air feed and final hook-up by others at owner's expense. Shimming over 1/4" will be an extra charge. If adhesive/epoxy anchors are needed due to unforeseen floor conditions, there will be an extra charge of \$35.00 per anchor used.	0.00	0.00

Terms & Conditions:
 1> All quotes are valid for 30 calendar days from the Quote date.
 2> 1.5% monthly interest charges, legal charges and collection fees will be assessed for payments not made within terms.
 3> FOB Shipping Point
 4> Credit card payments above \$3,000.00 will be charged an extra 3%.
 5> All other terms and disclaimers as described on our website at <https://standardus.com/terms-and-conditions.html>, will be applied.

Subtotal
Sales Tax (0.0%)
Total



Standard Industrial & Auto Equip., Inc.

6211 Church Road
 Hanover Park, IL 60133
 Ph: (630) 289-9500 * Fax: (630) 289-9507
 info@standardus.com * www.standardus.com

Quote

Date	Quote #
4/20/23	36554

Bill To	
Village of Bartlett 228 S. Main St. Bartlett, IL 60103	
Phone: 630-837-2459	Fax: 630-837-7168

Ship To
Village of Bartlett 1150 Bittersweet Dr. Bartlett, IL 60103 Bill Schnecke 630.540.5425

Reference or P.O. No.	Shipping Notes	Terms	Sales Rep
SM30L -	SIAE	Net 10	KE

Qty	Item	Description	Unit Price	Total
1	Disclaimer - Surface Install	Surface Mounted Lift Installations include the following: Delivery and unloading at the customer/owner's place of business, Installation of equipment at customer/owner's 1st choice of location. (Delay of more than 1/2 hour due to indecision on owner's part as to installation location will result in extra labor charges). Anchors and shims up to 1/4" thickness are included. Equipment use and safety training, if required, will be by factory trained technicians. It is the owner/customer's responsibility to insure that the lift will fit in the selected area and that there is enough overhead space for operation, without interference from lights, rafters, etc. Concrete must be a minimum of 4-1/2" (or OEM recommended thickness) and have a hardness of 3500 psi (min) with no cracks or expansion joints in the area of the anchors. It is the customer/owner's responsibility to prepare the installation area so that installation can proceed without delay.	0.00	0.00
1	Disclaim-30Day	Due to unprecedented material cost increases from our vendors and shipping volatility Standard Industrial can only hold pricing for thirty days, Standard Industrial reserves the right to adjust quotes within the thirty day period until a purchase order or signed quote is returned. Thank you for your understanding on this matter. Kenton Evans Kenton@standardus.com 630.808.4483	0.00	0.00

Terms & Conditions:

- 1> All quotes are valid for 30 calendar days from the Quote date.
- 2> 1.5% monthly interest charges, legal charges and collection fees will be assessed for payments not made within terms.
- 3> FOB Shipping Point
- 4> Credit card payments above \$3,000.00 will be charged an extra 3%.
- 5> All other terms and disclaimers as described on our website at <https://standardus.com/terms-and-conditions.html>, will be applied.

Subtotal	\$70,750.00
Sales Tax (0.0%)	\$0.00
Total	\$70,750.00

We trust that you will find our quote satisfactory and look forward to working with you. Please contact us should you have any questions at all.

Quote Approved By: _____ Print Name: _____

Title: _____ Date: _____

MOHAWK LIFTS

Vendor: **MOHAWK LIFTS LLC**
 PO Box 110, Amsterdam, NY 12010
 Phone: 800-833-2006 Fax: 518-842-1289
 Contact: Jeff Sampson X4500
 Email: jsampson@mohawklifts.com



For purchase of Mohawk equipment using:
Sourcewell Contract #
013020-MRL
Valid: 04/14/2020 - 04/13/2024

All quoted equipment has been Competitively Bid and Awarded and is Guaranteed Best Government Pricing. Freight Included @ No Charge.

CUSTOMER
Bill Schnecke Village of Bartlett 1150 Bittersweet Drive Bartlett, IL 60103 (630) 540-5425 bschnecke@bartlett.il.gov

QUOTE NUMBER	QUOTE DATE
Schnecke-TR3525-050223-60103	5/2/2023
Freight Terms:	FOB Destination, Freight Prepaid
Payment Terms:	Net 30
Lead Time:	Model Dependent
Quote Expiration	May 17, 2023

Part Number	Description	Qty	List Price	Purchase Price	Total
075-050-044	TR-35 (20' Tracks) - 35,000lb		\$ 108,030.00	\$ 91,095.48	
075-050-048	TR-35 (25' Tracks) - 35,000lb	1	\$ 111,525.00	\$ 94,042.61	\$ 94,042.61
075-050-052	TR-35 (30' Tracks) - 35,000lb		\$ 114,670.00	\$ 96,694.61	
Other	OTHER RECOMMENDED OPTIONS		\$ -	\$ -	
050-050-061	RJ-50-AH-24500: Adjustable End Beam (24,500lb RATED FOR TR-35)	2	\$ 12,905.00	\$ 10,882.04	\$ 21,764.09
050-050-038	Track Light Kit 30'		\$ 7,745.00	\$ 6,530.91	
075-011-067	Airlines In Tracks		\$ 4,025.00	\$ 3,394.05	
075-011-054	Pivoting Approach Ramps - TR-33,35/50/75	1	\$ -	\$ -	\$ -
050-011-083	Drive Thru Ramps - Pivoting, TR-33,35/50/75 (24" wide)		\$ 4,670.00	\$ 3,937.94	
075-011-012	Console Caster Kit	1	\$ -	\$ -	\$ -
Freight	Freight		Included	Included	
Installation	Installation	1	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00

***After Receipt of Completed Order - When applicable, Includes signed quote, data sheets and receipt of required payment**

NOTES: Customer is responsible for off-loading delivery, which will require a forklift. Installation is optional and does not include electric or air connections.

SUBTOTAL	\$ 124,306.70
Sales Tax (if applicable)	Add if Applic.
Credit Card Fee**	
TOTAL	\$ 124,306.70

Click here for: Mohawk W9: mohawklifts.com/w9 Payment/Wire Info: mohawklifts.com/payment

This quotation is subject to the terms and conditions noted on the following page



Standard Industrial & Auto Equip., Inc.

6211 Church Road
 Hanover Park, IL 60133
 Ph: (630) 289-9500 * Fax: (630) 289-9507
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Quote

Date	Quote #
5/3/23	36624

Bill To	
Village of Bartlett 228 S. Main St. Bartlett, IL 60103	
Phone: 630-837-2459	Fax: 630-837-7168

Ship To
Village of Bartlett 1150 Bittersweet Dr. Bartlett, IL 60103 Bill Schnecke 630.540.5425

Reference or P.O. No.	Shipping Notes	Terms	Sales Rep	
MOD232X3 Budget Quote	SIAE	Net 10	KE	
Qty	Item	Description	Unit Price	Total
1	Miscellaneous (NT)	(MOD232X3B1BK) 64,000 lbs. Capacity 2 Post fully contained inground lift with Console controls & saddles for HD Trucks & School Bus with 70" rise	166,975.00	166,975.00
1	R-MC100050	Rotary Wireless Flex Pendant Kit, 2 Post Lift	6,975.00	6,975.00
1	R-AK-SB-HTA-2PK	Rotary Adapter kit for most School Bus & Heavy Truck applications. For use on 2-Post lift configuration.	9,295.00	9,295.00
1	R-P-PD2438BK	Rotary Mobile Adapter Cart. This price includes the Rotary Surcharge	1,295.00	1,295.00
1	Freight	Freight Charge (\$11375 +\$475+\$635 \$85)	12,570.00	12,570.00
1	Labor-Installation	Prevailing Wage Labor to remove the current fore & Aft inground lift and replace it with a Rotary MOD235 HD lift. With oil being supplied by SIAE.	125,000.00	125,000.00
1	Note	** ALL LABOR HOURS WHILE ON SITE AT THE CUSTOMERS LOCATION ARE RATED AT PREVAILING WAGE AS REQUIRED BY ILLINOIS LAW**	0.00	0.00
1	Disclaimer - Underground Cl...	This quote is based on standard sub-soil conditions. Non-standard conditions, such as sandy soil, running sand, water, excessive concrete thickness (over 6") or hardness, frost, underground utility lines, vehicle exhaust systems, contaminated spoil, etc. will result in time & material expenses being charged. Damage caused by encounters with any of the above conditions (including broken electrical lines) are the responsibility of the owner. SIAE will not be responsible for lost time or business in any situation.	0.00	0.00
1	Disclaimer - Spoil Removal	SIAE will remove all spoil in regards to the specific excavation of job scope. Any or all fines that might be associated with the EPA, if soil is tested, will be the responsibility of customer. All proper documentation will be forwarded to the customer in reference of any spoil testing.	0.00	0.00

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Subtotal

Sales Tax (0.0%)

Total



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5/3/23	36624

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MOD232X3 Budget Quote	SIAE	Net 10	KE

Qty	Item	Description	Unit Price	Total
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1		Kenton Evans Kenton@standardus.com 630.808.4483		0.00

Adjusted 311,520

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Subtotal	\$322,110.00
Sales Tax (0.0%)	\$0.00
Total	\$322,110.00

We trust that you will find our quote satisfactory and look forward to working with you. Please contact us should you have any questions at all.

Quote Approved By: _____ Print Name: _____

Title: _____ Date: _____